



## CITY COUNCIL AGENDA

Monday, December 5, 2022

Closed Session – 6:00 p.m.

Regular Session – 7:00 p.m.

Room 102

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### CALL TO ORDER

#### CLOSED SESSION

PROBABLE OR IMMINENT LITIGATION

PERSONNEL

SALE OF PROPERTY

PURCHASE OR LEASE OF PROPERTY

LITIGATION

#### REGULAR SESSION

ROLL CALL

PRAAYER

PLEDGE OF ALLEGIANCE

#### PUBLIC HEARING

- 2021 CDBG Consolidated Annual Performance & Evaluation Report (CAPER)/**RESOLUTION R-192-22**: Approving the Community Development Block Grant Program Consolidated Annual Performance and Evaluation Report for Program Year 2021
- Zoning Text Amendments Regarding Commercial Mobile Radio and Wireless Telecommunications Service/**FIRST READING – ORDINANCE Z-38-22**

#### 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. **RESOLUTION R-193-22:** Approving and Authorizing the Expenditure of Funds Pursuant to a Proposal from Raucci & Sullivan Strategies, LLC for Intergovernmental and Legislative Advocacy Services from January 1, 2023 through December 31, 2023 in the Amount of \$5,000 Per Month. Budgeted Funds – Legislative/Contractual Services/Professional Services.
2. **RESOLUTION R-198-22:** Approving a Second Change Order to the 2022 Contract with H.R. Green, Inc. for Building Inspection and Plan Review Services to Increase the Amount of the Current Purchase Order for a New Not-to-Exceed Amount of \$155,000. Budgeted Funds – Community & Economic Development/Building & Code Enforcement/Professional Services.
3. **RESOLUTION R-199-22:** Approving a Change Order in the Amount of \$50,000 to the 2022 Contract with B&F Construction Code Services, Inc. for Plan Review and Building Inspection Services for the New Not-to-Exceed Amount of \$125,000
4. **RESOLUTION R-200-22:** Approving Parking Pay Station Upgrades with Total Parking Solutions, Downers Grove, Illinois in the Amount of \$43,250. Budgeted Funds – Parking.
5. **RESOLUTION R-201-22:** Approving the Maple Street Pump Purchase from Flowserve Corporation, Irving, Texas in the Amount of \$428,315. Budgeted Funds – Water/Sewer.
6. **RESOLUTION R-202-22:** Approving an Agreement with Brycer, LLC, Warrenville, Illinois for the Maintenance of Inspection Records for the Inspection, Testing, and Maintenance of All Fire Protection Systems in the City
7. **RESOLUTION R-203-22:** Approving the Purchase of the Zoll X-Series Cardiac Monitor from Zoll Medical in an Amount Not-to-Exceed \$40,902.32. Budgeted Funds – Fire Department/Emergency Services/Capital Outlay/Equipment.
8. **RESOLUTION R-204-22:** Approving Property Acquisition for 37 Locations as Part of Metropolitan Water Reclamation District (MWRD)/Illinois Department of Natural Resources (IDNR) Hazard Mitigation Grant Program Phase 5. Budgeted Funds – Grant Projects.
9. **RESOLUTION R-205-22:** Approving a One-Year Geographic Information Systems (GIS) Consortium Service Provider Contract with Municipal GIS Partners, Inc., Des Plaines, Illinois in the Amount of \$222,480. Budgeted Funds – Public Works & Engineering/ Geographic Information Systems/Other Services/Miscellaneous Contractual Services.
10. Approve a Change in Ownership for a B-1 Liquor License (Bulk Sales/Off-Site Consumption Only) for TMG Produce, Inc. d/b/a Oak Farms Market, 1045 East Oakton Street
11. **RESOLUTION R-211-22:** Rescinding Resolution R-157-22 and In the Best Interest of the City, Approving the Purchase of Three (3) Ford Trucks from Currie Motors, Frankfort, Illinois in the Amount of \$146,891; and Additionally Approving the Purchase of Eight (8) Ford Trucks from Bob Ridings Ford, Taylorville, Illinois in the Amount of \$403,054. Budgeted Funds – Vehicle Replacement and Water/Sewer – Equipment Replacement.

12. **SECOND READING – M-36-22:** Levying Taxes for the City of Des Plaines, Cook County, Illinois for the Fiscal Year Beginning January 1, 2023 and Ending December 31, 2023
13. **SECOND READING – M-37-22:** Consideration of Amendments to Title 1, Chapter 10 of the City Code and Chapter VII of the Financial Policy and Procedure Manual Regarding the Increase of City Council’s Approval Threshold from \$20,000 to \$25,000
14. **SECOND READING – Z-34-22:** Consideration of a Conditional Use Permit for a Commercially Zoned Assembly at 2064 River Road
15. Minutes/Regular Meeting – November 21, 2022

**UNFINISHED BUSINESS**

n/a

**NEW BUSINESS**

1. **FINANCE & ADMINISTRATION** – Alderman Artur Zadrozny, Chair
  - a. Warrant Register in the Amount of \$2,779,966.68 – **RESOLUTION R-206-22**
  - b. Approval of the 2023 Annual Budget for the City of Des Plaines – **RESOLUTION R-210-22**
  - c. Approving an Intergovernmental Agreement with the Des Plaines Library Board for a Short-Term Loan for the Des Plaines Public Library – **RESOLUTION R-212-22**
2. **COMMUNITY DEVELOPMENT** – Alderman Malcolm Chester, Chair
  - a. Consideration of Amendments to Title 10, Construction Regulations Fee Schedule and City Building Code Amendments to the Des Plaines City Code – **FIRST READING – ORDINANCE M-35-22**
  - b. Consideration of a Certification Request for Tax Increment Financing (TIF) Incentive for Orchards at O’Hare Development – **RESOLUTION R-207-22**
  - c. Consideration of an Amendment to the Compliance Agreement and Extension of Temporary Abeyance of Enforcement Agreement for Commercial Parking at 3001 Mannheim Road (Orchards at O’Hare) – **RESOLUTION R-208-22**
  - d. Consideration of the Approval of Transferee Assumption Agreements Pursuant to the Orchards at O’Hare Redevelopment and Economic Incentive Agreement – **RESOLUTION R-209-22**

**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.**



COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: November 22, 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: Public Hearing Regarding Program Year 2021 CDBG Consolidated Annual Performance & Evaluation Report

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**Issue:** The Consolidated Annual Performance & Evaluation Report (CAPER) is an annual document detailing the accomplishments of the Community Development Block Grant (CDBG) program and requires City Council approval before submitting to the U.S. Department of Housing and Urban Development (HUD).

**Analysis:** The City of Des Plaines Program Year (PY) 2021 CAPER summarizes the program performance of Year 2 of the CDBG Consolidated Plan (PY2021 Action Plan, October 1, 2021, to September 30, 2022). The CAPER reports on the expenditures and accomplishments of the public service, housing, and infrastructure programs performed with respect to the goals established in the Action Plan. It is summarized in the memorandum transmitting the resolution and complete package for the Consent Agenda.

This public hearing will complete the required public comment period as required by HUD. The 15-day public comment period for the CAPER began November 18, 2022, following a public notice published in the *Journal and Topics* on November 2, 2022. The CAPER is available for public viewing at the Civic Center, as well as on the City of Des Plaines website.

**Recommendation:** I recommend that the City Council hold the public hearing regarding the PY2021 Consolidated Annual Performance & Evaluation Report.

MEMORANDUM

Date: November 22, 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: Program Year 2021 CDBG Consolidated Annual Performance & Evaluation Report (CAPER)  
Adoption

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**Issue:** The Consolidated Annual Performance & Evaluation Report (CAPER) is an annual document detailing the accomplishments of the Community Development Block Grant (CDBG) program and requires City Council approval before submitting to the U.S. Department of Housing and Urban Development (HUD).

**Analysis:** The City of Des Plaines Program Year (PY) 2021 CAPER summarizes the program performance of Year 2 of the CDBG Consolidated Plan (PY2021 Action Plan, October 1, 2021, to September 30, 2022). The CAPER reports on the expenditures and accomplishments of the public service, housing, and infrastructure programs performed in respect to the goals established in the Action Plan.

**Recommendation:** I recommend that the City Council approve Resolution R-192-22 approving the PY2021 Consolidated Annual Performance & Evaluation Report.

**Attachments:**

Attachment 1: PY2021 CAPER Public Notice  
Resolution R-192-22  
Exhibit A: PY2021 CAPER

## **CITY OF DES PLAINES**

### **PUBLIC COMMENT PERIOD and PUBLIC HEARING for the:**

#### **Community Development Block Grant Program Year 2021 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT**

##### **PUBLIC COMMENT PERIOD**

Notice is hereby given that the City of Des Plaines Program Year 2021 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER) will be available for public review and comment beginning Friday, November 18, 2022. The CAPER is an annual CDBG report that the City submits to the U.S. Department of Housing and Urban Development (HUD). It will reflect the Program Year 2021 results, which began October 1, 2021 and ended September 30, 2022.

The City of Des Plaines invites public input on the CAPER during the public comment period from Friday, November 18, 2022 to Monday, December 5, 2022. A physical copy of the report will be available for viewing at the Civic Center in the Community and Economic Development Department at 1420 Miner Street, Des Plaines, IL, 60016 and at:

<http://desplaines.org/cdbgplansreports>. Written comments can be sent to the address above to the attention of the CDBG Administrator. Citizens will also have the opportunity to present comments at the public meeting described below.

##### **PUBLIC HEARING**

A public hearing on the CAPER will be held during the regularly scheduled City Council meeting on Monday, December 5, 2022. The public hearing will begin at 7 p.m. in Room 102 of the Des Plaines Civic Center, 1420 Miner Street, Des Plaines, IL 60016.

The 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 847-391-5486 to allow the City to make reasonable accommodations for these persons.

**CITY OF DES PLAINES**

**RESOLUTION R - 192 - 22**

**A RESOLUTION APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR PROGRAM YEAR 2021.**

**WHEREAS**, the City is a designated entitlement community under the Community Development Block Grant ("**CDBG**") program administered by the United States Department of Housing and Urban Development ("**HUD**"); and

**WHEREAS**, in accordance with federal regulations, the City must obtain HUD approval of a "Consolidated Plan" every five years and an "Action Plan" every year prior to the disbursement of CDBG funds to the City by HUD; and

**WHEREAS**, each year, the City must submit to HUD a CDBG Consolidated Annual Performance and Evaluation Report ("**CAPER**") that describes the City's CDBG-funded activities for the program year; and

**WHEREAS**, the 2021 program year began on October 1, 2021, and ended September 30, 2022; and

**WHEREAS**, the City accepted public comment on the 2021 CAPER from November 18, 2022, through December 5, 2022; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to approve the 2021 CAPER and submit it to HUD;

**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 2021 CAPER.** The City Council hereby approves the 2021 CAPER in substantially the form attached to this Resolution as **Exhibit A**.

**SECTION 3: AUTHORIZATION TO SUBMIT 2021 CAPER TO HUD.** The City Council hereby authorizes and directs the City Manager, on behalf of the City, to submit the 2021 CAPER to HUD no later than December 29, 2022.

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

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

**VOTE:** AYES \_\_\_\_ NAYS \_\_\_\_ ABSENT \_\_\_\_

\_\_\_\_\_  
**MAYOR**

Approved as to form:

ATTEST:

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

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





**CAPER**  
**2021 Consolidated Annual Performance and Evaluation Report**  
FOR  
**COMMUNITY DEVELOPMENT BLOCK GRANT**  
TO BE SUBMITTED TO THE  
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

**THE PROGRAM YEAR 2021**  
**(October 1, 2021 – September 30, 2022)**

Prepared by the City of Des Plaines  
Community and Economic Development Department  
1420 Miner Street  
Des Plaines, Illinois 60016

DRAFT COPY FOR THE PUBLIC COMMENT PERIOD  
November 18, 2022 to December 5, 2022

PLEASE NOTE THAT THIS IS A DRAFT OF THE PY2021 CAPER. THERE ARE OUTSTANDING HOME REPAIR PROGRAM (HRP) INVOICES FOR THE DECEMBER 19, 2022 WARRANT REGISTER, WHICH ARE NOT INCLUDED IN THE PR-26 OF THIS CAPER, AND INCLUDED IN THE NARRATIVE AS PRELIMINARY AMOUNTS.

AS A RESULT OF THE ABOVE, AN UPDATED DOCUMENT OF THE PR-26 AS PART OF THE PY2021 CAPER WILL BE SUBMITTED TO HUD BEFORE DECEMBER 29, 2022.

# PY2021 CAPER

## Executive Summary

### *Introduction*

The Community Development Block Grant (CDBG) is a federally funded program by the U.S. Department of Housing and Urban Development (HUD). Established in 1974, CDBG has been vital in helping local governments tackle the challenges facing their communities. As a CDBG entitlement community with a population of over 58,000, the City of Des Plaines receives an annual allocation of funding based on a federal grant funding formula. The City of Des Plaines Community and Economic Development Department administers and works closely with HUD to ensure efficient programming. Per the national objective, all program activities aim to benefit low-and moderate-income persons, prevent or eliminate blight, and/or meet an emergency need of the community.

There are three essential documents required by HUD from all recipients of the CDBG program: The Consolidated Plan, the Annual Action Plan (Action Plan), and the Consolidated Annual Performance and Evaluation Report (CAPER). The CDBG Consolidated Plan must be submitted every five (5) years and provides a snapshot of a **community's** current conditions and establishes long-term objectives, strategies, and goals to alleviate the issues identified. The Action Plan allows the community to make annual adjustments to meet both the goals benchmarked in the Consolidated Plan or handle newer issues that may occur. The CAPER provides the accomplishment figures compared to the goals referenced in the Consolidated and Action Plan. Both the Action Plan and its respective CAPER must be submitted annually.

The current Consolidated Plan includes the program years 2020 through 2024 (October 1, 2020, to September 30, 2025). To that end, the City of Des Plaines PY2020 CAPER reflects on the accomplishments of Year Two (October 1, 2021 to September 30, 2022) of the Consolidated Plan (PY2021 Action Plan).

### *CR-05 - Goals and Outcomes*

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

*This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.*

High priority needs accomplished included: affordable housing, homelessness prevention, special housing/non-homeless needs, and public service needs. Public facilities and public infrastructure were identified as medium priority needs in the PY2020-2024 Consolidated Plan. These plans included

home rehabilitation programs, the Public Facility Program, and the Public Infrastructure Improvement Program.

*The Coronavirus Aid, Relief, and Economic Security Act (CARES Act)*, Public Law 116-136, made \$5 billion available in supplemental Community Development Block Grant (CDBG) funding from the *Department of Housing and Urban Development (HUD)* to prevent, prepare for, and respond to the COVID-19 pandemic (CDBG-CV grant). **The City's cumulative amount for all allocation** was \$556,931. On June 1, 2020, the City of Des Plaines (City) amended its 2015-2019 Consolidated Plan and PY2019 Annual Action Plan to incorporate the receipt of CDBG-CV1 Grant funds (\$180,767) and also amended its CDBG Citizen Participation Plan to allow for the expedited amendment process (collectively the PY2019 City of Des Plaines CARES Act Amendment CV1). According to and following the expedited amendment process approved by HUD, on February 16, 2021, the City amended, for a second time, its 2015-2019 Consolidated Plan and PY2019 Annual Action Plan to incorporate the receipt of a third-round (\$376,164) of Coronavirus Response Funds (collectively, the PY2019 City of Des Plaines CARES Act Amendment CV3). According to the above CARES Act amendments, the new goal (#7: Prevent, Prepare for and Respond to COVID-19 Pandemic) was added to the Des Plaines 2015-2019 Strategic Plan.

HUD has instructed grantees to report CARES Act funding (CDBG-CV and CDBG-CV3 funds) accomplishments in the program year in which they were spent. Below are accomplishments of the regular CDBG-EN funds and on the last page of this report is an overview of the CDBG-CV funds spent.

Home Rehabilitation Programs: The City of Des Plaines has focused the CDBG program towards providing decent housing by preserving the existing **housing stock and improving the overall quality of the community's low- and moderate-income neighborhoods**. A description of the housing programs are as follows:

- *The Home Repair Program (HRP)* had been a **central activity of the City's CDBG Program**, offering a forgivable loan of up to \$24,000. However, fewer projects have been completed since the COVID pandemic began – perhaps resident reluctance to have others doing work in their homes, resulting in fewer projects and causing funds to accumulate from previous years. This year, three HRP projects were completed.
- *The Minor Repair Program (MRP)* was introduced in PY2015 as a pilot program primarily targeting seniors in need of minor home repairs and the opportunity to live and age in the comfort of their own homes. These projects are limited to \$8,000 and the loan is forgiven after just 3 years. In PY2021, all eligible residents interested in a home repair program elected to pursue the HRP, and no MRP projects were completed this year.
- *The Emergency Repair Program (ERP)* is intended to maintain decent housing by assisting low- and moderate-income households during emergencies. Typical housing activities include temporary repairs to a leaking roof and emergency plumbing/heating issues. Projects are limited to \$3,000 of grant funding. In PY2021, one household qualified for this program, but the \$3,000 cap was insufficient to complete repairs needed for the home and the homeowner did not have funds available to contribute.

Improve Public Facilities: The Des Plaines Strategic Plan identified the use of CDBG funds to improve park facilities in high-density Low/Mod Area (LMA) residential neighborhoods. Seminole Park has received CDBG funds in three plan years, 1) in PY2016 for \$102,149, 2) in PY2017 for \$75,000

and 3) in PY2021 for \$72,000. The previous program years included replacement of playground equipment. During the PY2021 program year, the deteriorating tennis courts were replaced with improved courts that could function for both tennis and pickleball games. The CDBG funding of \$72,000 supplemented larger Des Plaines Park District project costs.

Public Infrastructure Improvement Projects: These projects encompass a wide range of eligible activities that include infrastructure/facilities construction and rehabilitation to assist primarily residential LMA. In recent years, the City was able to improve the conditions of public sidewalks and alleys in low-and moderate-income areas in an efficient manner. The City did not allocate CDBG funds toward public infrastructure projects in PY2021 but will in PY2022.

Public Service Programs: Four public service subrecipient organizations received CDBG funding in PY2021. Some of the awarded funding was not claimed, due to a lack of clients from Des Plaines. The City of Des Plaines collaborates with several public service not-for-profit agencies to assist the needs of the homeless, persons at-risk, and transitional housing persons, as well as leading them towards more permanent independent living solutions.

The City works with Northwest Compass and the Center of Concern to provide homelessness prevention (at-risk) services through the CDBG Counseling Housing and Homeless Prevention, Housing Counseling, Resources, and Home Sharing Program, respectively. Some of the services provided to low-and moderate-income residents include one-on-one counseling, advice for landlord-tenant mediation, fair housing information, employment, Medicare insurance, legal and financing counseling, emergency rent, mortgage aid, housing location assistance, and security deposit loans. In PY2021, these programs assisted a combined 303 residents.

High-priority housing community development needs of the Consolidated Plan include senior and youth programs. In PY2021, the CDBG program funded the Senior Housing and Supporting Services Program with the Center of Concern to provide the elderly with employment counseling and networking resources. This program assisted 70 residents.

Des Plaines continues to support programs that provide transitional housing and counseling towards permanent and independent living. Both The Harbour Inc. and Women In Need Growing Stronger (WINGS) are nonprofit housing and social service agencies that provide emergency and transitional housing for runaway youth and abused women as limited clientele/presumed benefits. During occupancy, participants are presented with a wide range of counseling to improve their transition towards permanent housing. Aftercare and alternative agency resources are also provided. In PY2021, The Harbour Inc. assisted three persons, while WINGS did not have any eligible Des Plaines residents for their specified program during the year.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the Consolidated Plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

*Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual*

*outcomes/outputs, and percentage completed for each of the grantee’s program year goals.*

The table below shows the expected number of beneficiaries in each activity/service category compared to the actual number for this program year. It also shows the expected compared to actual beneficiary counts for the five-year Consolidated Plan period. Although there were public service and home rehabilitation project disruptions in the PY2021, the City is hoping to meet all of its five-year goals. The Public Facility and Public Infrastructure projects will benefit low-and moderate-income areas of the City in upcoming program years. When comparing this table to the SR-26 report, note the table below includes one Home Repair Program project that is pending completion, but the project and final draw is estimated to be completed in December 2022. Additionally, one final draw for planning and administration will occur this year, with a total not to exceed \$63,625.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Capital Improvements: Pub. Facilities & Pub. Infr.	Non-Housing Community Development	CDBG: \$72,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	700	1620	231.42%	1638	1620	98.90%
Capital Improvements: Preserve Exst. Housing Stock	Affordable Housing	CDBG: \$0	Rental units rehabilitated	Household Housing Unit		0				
Capital Improvements: Preserve Exst. Housing Stock	Affordable Housing	CDBG: \$83,966.05	Homeowner Housing Rehabilitated	Household Housing Unit	40	8	20.00%	9	3	33.33%
Conduct Planning and Administration Activities	Planning and Administration	CDBG: \$63,625	Other	Other	0	0				

Public Service: Assistance for Housing Services	Affordable Housing Non-Homeless Special Needs	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0		0	0	
Public Service: Assistance for Housing Services	Affordable Housing Non-Homeless Special Needs	CDBG: \$	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	0	0		0	0	
Public Service: Assistance for Housing Services	Affordable Housing Non-Homeless Special Needs	CDBG: \$	Homeless Person Overnight Shelter	Persons Assisted	0	0				
Public Service: Assistance for Housing Services	Affordable Housing Non-Homeless Special Needs	CDBG: \$35,000	Homelessness Prevention	Persons Assisted	1600	770	207.79%	325	373	124.06%
Public Service: Assistance for Non- Housing Services	Homeless Non-Homeless Special Needs	CDBG: \$3,000	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	110	15	13.64%	17	3	17.65%
Public Service:Assistance for Non-Housing Services	Homeless Non-Homeless Special Needs	CDBG: \$	Homeless Person Overnight Shelter	Persons Assisted	0	0		0	0	

The below table provides an overview of the expected public service program beneficiaries and the actual number as well as the allocated funding and expended amount.

Public Service Program	Expected Beneficiaries	Actual Beneficiaries	Funding Amount	Expended Amount
Center of Concern: Homeless Prevention, Housing Counseling, Resources, and Home Sharing	55	52	\$9,000.00	\$9,000.00
Center of Concern: Senior Housing and Supporting Services	70	70	\$11,000.00	\$11,000.00
Northwest Compass, Inc.: Housing Counseling Program	200	251	\$15,000.00	\$15,000.00
The Harbour, Inc.: Emergency Shelter & Transitional Housing for Homeless Youth Program	7	3	\$6,000.00	\$3,000.00
Women in Need Growing Stronger (WINGS): Safe House Emergency Shelter (Domestic Violence) Program	10	0	\$6,700.00	\$0.00
Total			\$47,700.00	\$38,000.00

The reported number of beneficiaries was lower than expected for some public services, but higher than expected for others. Similar to last year, the actual number of beneficiaries may have been affected by the pandemic, seriously impacting the non-profit agencies that provide these services. Three of the five entities expended all of the funding allotted. Agencies re-worked how they provide services and, although in some cases fewer numbers of beneficiaries were served, their needs were greater (and more costly to address) due to COVID-19 and its continued impact on residents. However, some public services did not serve as many Des Plaines residents as expected. In addition, the City of Des Plaines helped subject agencies through CARES Act funding (CV and CV3 grants) over the past two years.

This program year, the number of home rehabilitation programs was once again negatively affected by the COVID-19 pandemic, as only three projects of an anticipated eight were completed. The City of Des Plaines has made progress on its one-year Action Plan that is appropriate with the expected



pace of the vision, goals, and objectives of the Strategic Plan in the five-year Consolidated Plan.

Table 1b. shows the expected compared to actual beneficiary counts for the five-year Consolidated Plan period. Although there were public service and home rehabilitation project disruptions in the PY2021, the City is hoping to meet all of its five-year goals. The Public Facility and Public Infrastructure projects will benefit low-and moderate-income areas of the City in upcoming program years.

The Des Plaines Strategic Plan identified the use of CDBG funds to improve public facilities and public infrastructure in high-density LMA residential neighborhoods. In the past, the City of Des Plaines completed a variety of activities as a part of the Improve Public Facilities and Public Infrastructure Improvement Program to spend down accumulated funds from previous years.

**Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.**

The City's use of CDBG funding distribution is generally broken down as follows: 65% home rehabilitation programs, 15% public services, 20% program administration activities, and the rest for public facilities and infrastructure improvements. During this program year, the City received a total of \$318,128 in funding. In addition to that, there were unexpended funds from previous years in the amount of \$232,843, resulting in \$550,971 of entitlement funding available during PY2021. **This amount does not include the City's CDBG-CV funding.** In an effort to draw down these entitlement funds, the City has conducted the following activities within the identified programs:

Preserve Affordable, Accessible, and Sustainable Housing These programs have been identified as a high priority need in the 2020-2024 Consolidated Plan. Three owner-occupied homes were improved **via the City's Home Repair Program**. The Emergency Home Repair Program is also included in this goal, but it is intended to be used only on an as-needed basis in the event of an individual emergency. One resident applied for the Emergency Repair Program during PY2021, but the \$3,000 available was insufficient for the repairs needed at the home, and the Home Repair Program does not apply to mobile homes.

Provide Public Services These programs are limited to 15% of the total annual grant. Nearly 80% of planned funds were expended to support organizations that provided counseling, support, and referral services; child and youth services; senior services that enabled **d them to "age in place"**; special needs services; health care services; financial, career, and employment counseling services; interpretation services with multilingual staff; and housing-related services by addressing issues such as homelessness prevention, helping homelessness. A total of \$38,000 was spent in PY2021 on public social services.

Improve Public Facilities Des Plaines completed a variety of activities as a part of the Public Facility Improvement Program in previous program years. The Seminole Park Improvement Program was completed with \$72,000 in CDBG funds, renovating the pickleball and tennis courts at the park.

Improve Public Infrastructure In the past, the City of Des Plaines completed a variety of activities as a part of the Public Infrastructure Improvement Program as a backup project. The City does not receive adequate funding for a large-scale public infrastructure project every year and did not use CDBG funds toward public facilities in low- and moderate-income areas during the year.

Conduct Planning and Administration Activities The City staff regularly contacted subrecipients, including activities such as agreement preparation and execution, quarterly reporting, reimbursement processing, monitoring, on-site pre-construction meetings, and post-construction administration. Additional activities included monthly lunch workshops, collaborating with other north suburban CDBG entitlement communities, and creating consistent monitoring and reporting activities, especially for subrecipients that receive funding from multiple entitlement communities. Staff also used the services of Usona for consulting services, including assistance in preparing the Annual Action Plan and for advising on reporting. In this program year, staff allocated \$63,625 for the payroll and used the full budgeted amount, which is capped at 20% by HUD.

Timeliness: PR-56

On August 2, 2022, the Chicago HUD Office conducted an annual timeliness test of Des Plaines' CDBG expenditures. It was determined that Des Plaines' timeliness ratio was under 1.5 and Des Plaines was in compliance with the timeliness performance standard.

*CR-10 - Racial and Ethnic composition of families assisted*

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG
White	298
Black or African American	42
Asian	24
American Indian or American Native	0
Native Hawaiian or Other Pacific Islander	0
Total	360
Hispanic	113
Not Hispanic	252

Table 3 – Table of assistance to racial and ethnic populations by the source of funds

Narrative

Des Plaines is a racially and ethnically diverse community, as is reflected in the above resident data. A total of 360 Des Plaines residents were served during PY2021, including the races in Table 2. The information above includes information for the three households that were assisted through the Home Repair Program.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG		\$550,970.71	\$257,591.05*

Table 1 – Resources Made Available

\* Note this amount includes the estimated cost for final Home Repair Program project (\$24,310.00), one additional invoice for a sub-recipient (\$15,000), and the final draw for the Planning & Administration activity (\$16,882.91).

Narrative

The City received an annual entitlement allocation of \$318,128. Due to a fewer number of home rehabilitation projects being completed during the COVID-19 epidemic, an unexpended balance of \$232,842.71 was carried over into PY 2021, which made an available total amount of \$550,970.71 during PY2021.

In PY2021, the City did not spend all planned funds due to the continued impact of the COVID-19 pandemic on the home rehabilitation and the public service programs.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Des Plaines City Wide (PY2020)	100	100	All CDBG projects
Low to Moderate Income Census Block Groups	0		Block Groups Where at Least 41.26% of Households Are Low or Moderate Income

Table 2 – Identify the geographic distribution and location of investments

Narrative

100% of the CDBG funds were spent as planned City-wide, through home rehabilitation projects, social service programs, and planning.

## Leveraging

Explain how federal funds leveraged additional resources (private, state, and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction was used to address the needs identified in the plan.

**The public infrastructure improvement projects had cost shares sourced by the City's capital fund**, and planning and administration staff had cost shares sourced by the City's general fund. The Seminole Park Playground Improvement shared the cost with the Des Plaines Park District.

**Also, the City's** subrecipients, including the North West Housing Partnership, Northwest Compass Inc., WINGS, The Harbour, and the Center of Concern, used CDBG funds to leverage HUD, State, municipal and private resources to operate programs for incorporated City of Des Plaines residents. In terms of housing projects, some Home Rehabilitation Program participants can fully fund the balance of their rehabilitation project that exceeds their forgivable loan/grant amount. Public infrastructure and facility projects funded by CDBG are typically leveraged with separate public funding to complete larger projects. For instance, CDBG funds were used to help fill funding gaps in larger-scale projects such as Apache Neighborhood Park Rehabilitation in PY2014 and PY2015; Seminole Park Renovation in PY2016 and Seminole Park Playground Improvement in PY2017 -- all completed by the Des Plaines Park District. **During PY2021, \$72,000 of the City's CDBG funding was allocated to Seminole Park once again for renovation of the tennis courts.**

Two infrastructure projects -- ADA Compliance Intersection Sidewalk Improvements and Apache Neighborhood Street Lighting -- were completed in **PY2017 by the City's Public Works and Engineering Department**. No public infrastructure and public facility projects were funded in the PY2018, PY2019, PY2020, or PY2021.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	0	0

Table 3- Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance		0
Number of households supported through The Production of New Units		0
Number of households supported through Rehab of Existing Units	8	3
Number of households supported through Acquisition of Existing Units		0
Total	8	3

Table 4 - Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

During PY2021, three non-homeless affordable housing units participated in the home rehabilitation programs, while eight households were projected for the PY2021 Action Plan, and 40 overall units were projected for the five-year Consolidated Plan term. These programs are in demand; however, not everyone is eligible. Some households may be turned away due to their household incomes exceeding income requirements. The COVID-19 pandemic appears to have softened demand for the home repair programs.

Emergency Home Repair Program funds are only used in emergency or as needed cases, and this year no households were served.

Discuss how these outcomes will impact future annual action plans.

Increased marketing is planned for the home repair programs in the upcoming program year. The PY2022 Annual Action Plan includes continued funding to meet a projected demand, even though the demand has been affected by the pandemic.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Persons Served	CDBG Actual	HOME Actual
Extremely Low-Income	0h (0 people)	0
Very Low-Income	2h (5 people)	0
Low Moderate-Income	1h (6 people)	0
Total	4h	0

Table 5 – Number of Persons Served

#### Narrative Information

IDIS populated the number of households instead of the number of persons in the table above. Staff manually entered the actual number of people (marked in parentheses). A total of three households and eleven people received assistance from the housing rehabilitation programs.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

**Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:**

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Des Plaines primarily enlists social service agencies that have the expertise and capacity to tackle the difficult issue of homelessness. Specifically, Des Plaines works with The Harbour, an agency that provides services to homeless and at-risk of homelessness youth, Women in Need Growing Stronger (WINGS), who provides services to homeless and at-risk of homelessness victims of domestic violence, and Center of Concern, who provides services to the entire spectrum of homeless and at-risk of homeless citizens. The City of Des Plaines Department of Health and Human Services and Police Department will continue to reach out to homeless persons, refer them to the social service programs **available to them via the City's CDBG** subrecipient, and relay their needs to the Des Plaines CDBG staff.

Addressing the emergency shelter and transitional housing needs of homeless persons

**The City of Des Plaines' Health and Human Services Department** can assist individuals and families in need of transitional housing by providing referrals and information about various agencies that serve and work with the homeless. These area agencies include Connections with the Homeless, Journey from PADS to Hope, Salvation Army, and Resurrection Hospital. The Health and Human Services Department also provides money for gas, food, or transportation as it applies to the current situation. Des Plaines also has several free meals **available** to any resident in need of food.

The City provides CDBG funding to WINGS, an organization that provides housing and services to women and children who are homeless or living with issues of domestic violence through the Safe House Emergency Shelter (Domestic Violence) Program. Their primary goal is to provide safety, long-term stability, shelter, food, clothing, and other resources (i.e. case management, career development) to women and their children. The City also provides CDBG funding to The Harbour, an organization that provides safe and transitional housing for youth ages 12-21 years old. The goal of the program is to provide comprehensive services to homeless youth in the form of short-term housing, transitional living, and supportive services. The staff works with the youths and their families to stabilize their circumstances and ensure that they receive the necessary assistance. Services are aimed at placement in a safe and stable living situation and eventually reuniting the participants with their families.



Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care, and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

*Supporting homeless persons and families transition to stable, permanent housing, and independent living:*

1. Outreach, including internet-based, to the already homeless. Provide **appropriate outreach to strengthen the homeless person's** ability to identify resources, plan strategically, manage relationships, and build bridges to care and affordable housing in the community. Provide a special focus on the most vulnerable which includes youth, persons with disabilities, and seniors.
2. Homeless Related Housing Counseling to the already homeless. Provide Housing Counseling that includes housing options clarification, linkage to housing and homeless assistance funds, and short-term benefit counseling/financial planning. Provide special focus on strategies to prevent the return to homelessness.
3. Homeless Housing Case Management. Provide coordinated housing assessment and services to connect and sustain each individual and family with the best-fit housing solution. Provide comprehensive assessment, goal setting, and linkage to care. Address vocational, mental health, addiction, benefits management, financial counseling, and linkage to health care services.
4. Rapid Re-housing. Expand rapid re-housing resources to respond to episodic homelessness.
5. Sustainably Housed Support. Create ongoing, including internet-based, educational, and service supports for populations-especially youth, persons with disabilities, and age 50+ seniors who struggle to function within the homeless services system of care. Provide special focus on strategies to prevent a return to homelessness.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

The Harbour helps homeless youth transition into permanent housing and independent living, while WINGS helps homeless victims of domestic violence transition into permanent housing and independent living. The Center of Concern has a rapid program to assist people coming from public institutions who need intensive and ongoing support and return to permanent housing. Transitional/Rapid Re-Housing with supportive services is offered without preconditions like employment, income, absence of a criminal record, or sobriety.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions were taken to address the needs of public housing

According to a consultation with the Housing Authority of Cook County (HACC), there are no actions planned to occur during City of Des Plaines CDBG PY2021.

Public housing in the City is provided through the Henrich House, which is owned by the Housing Authority of Cook County. The building is located at the corner of Lee/Mannheim and Ashland Avenue and includes 128 units, 375 square feet each (1 bedroom, 1 bath). There is residential parking for the residents with assigned parking stickers. A bus station (Pace Bus Rt. 220) is on the West side of the building. There is also a senior transportation program that stops in front of the Henrich House and transports residents anywhere in the Maine Township. Additionally, the downtown Des Plaines Metra station is three blocks South of the Henrich House. The area has convenient shopping, health centers, hospitals, education, and cultural institutions.

Actions were taken to encourage public housing residents to become more involved in the management and participate in homeownership. Henrich House was converted from the Public Housing program to the Rental Assistance Demonstration (RAD) program between July 2018 and June 2020. As part of this RAD conversion, HACC performed over \$10 million worth of improvements to the property. As Henrich House is subsidized through the project-based voucher program, residents of Henrich can request to convert their rental assistance to a tenant-based voucher after one year of tenancy at Henrich. Through this option, Henrich House residents have a path to homeownership, as HACC residents receiving tenant-based **rental assistance are eligible to participate in HACC's homeownership program. Participation in HACC's homeownership program** by Henrich House residents is likely to be very limited, given the resident demographics at Henrich, which serves elderly and/or disabled individuals.

Actions were taken to assist troubled PHAs

The HACC is not designated as troubled.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions were taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

It has been a goal and recommendation in both the City of Des Plaines' Comprehensive Plan and CDBG Consolidated Plan to provide a variety of housing types to serve a wider range of residents and further fair housing choices. Staff believes this will be achieved as the community gradually redevelops with more diversified housing stock.

In January of 2011, the City of Des Plaines received \$90,300 in funding from the Model Communities Grant Program for several initiatives targeted at reducing obesity and improving the overall health of Des Plaines residents. As part of the grant award, the City was able to work with the Active Transportation Alliance on a year-and-a-half-long public planning process that culminated in the creation of a Complete Streets Policy, an Active Transportation Plan, and a city-wide School Travel Plan that will guide future development in the City. Also, the grant funding allowed for the purchase of more than 100 bike racks for installation throughout the City.

The City will approach every transportation improvement and project phase as an opportunity to create safer and more accessible streets and corridors for users of all ages and abilities, with an emphasis on prioritizing the needs of pedestrians, bicyclists, and transit users.

The City will continue to support local organizations in their efforts to maintain or create affordable units for existing and future Des Plaines residents, including the conversion of units to eliminate barriers to ADA accessibility.

Actions were taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City has distributed and will continue to fairly distribute CDBG funding to organizations that will attempt to address the obstacles in meeting the underserved needs of the community.

*Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j) – (different heading in IDIS)*

**The City's Building Division has** monitored and will continue to monitor lead levels in homes participating in the Home Rehabilitation Programs where paint disturbance will occur or homes with deteriorating paint conditions. Many homes accepted to the Home Repair and Minor Repair Program were screened for lead paint and provided with abatement information. Follow-up and clearance inspections were also performed following the rehabilitation of homes if lead paint stabilization was completed. Homes built on or after 1978 and/or housed exclusively for the elderly or people with disabilities were exempt from the lead-safe housing rule requirements.

Actions were taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The City has maintained and will continue to work toward maintaining or increasing affordable housing. Des Plaines has sought to reduce the number of poverty-level families by funding programs and services targeted at the demographic groups most likely to be at risk. In general, poverty rates are disproportionately represented by the single female head of households and minority female head of households. A large percentage of these households were very low income, 50% of median income.

Also, **the City's Economic Development** Department is making strides towards growing **the City's economy by working to redevelop vacant properties** and commercial spaces and attracting new businesses to Des Plaines. Most, if not all, of the economic development activities, will be accomplished by utilizing tax increment finance (TIF), and the general funds, with no CDBG funding.

Actions were taken to develop an institutional structure. 91.220(k); 91.320(j)

City staff provided and will continue to provide technical assistance to subrecipients throughout the program year, including on-site pre-construction meetings, quarterly reporting assistance, and on-site yearly monitoring visits.

**Since the City's 2015 HUD monitoring visit, policies**, and procedures related to grant management have been monitored, updated as needed, and documented in the CDBG procedures folder. CDBG administration staff will continue to look for operational efficiencies and attend relevant training and conferences. Besides this, Des Plaines has worked with CDBG staff from Arlington Heights, Mount Prospect, Palatine, Schaumburg, Skokie, and others as we look to establish consistent reporting and procedures. Such collaboration further enables organizations that serve two or more of our communities to efficiently run their programs that receive CDBG funding.

Actions were taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

In addition to the aforementioned technical assistance and monitoring activities, Community and Economic Development, Public Health, and Human Services staff members have collaborated and will continue to collaborate and reach out to housing and social services agencies as needed. The public services subrecipients receive further monitoring when they are new to the program, have new staff, and/or possible discrepancies are found in their quarterly reporting.

Identify actions taken to overcome the effects of any impediments identified in the jurisdiction's analysis of impediments to fair housing choice. 91.520(a)

The City is committed to making Des Plaines a better place to live, work, and play for all residents, workers, and employers. The activities listed above will enhance this effort for low- and moderate-income residents, households, and neighborhoods, and the community and the region as a whole.

In 2015, the U.S. HUD adopted a new rule ("**AFH Rule**") **requiring entitlements and public housing authorities (Entities)** to produce an **Assessment of Fair Housing ("AFH")**, which analyzes the local fair housing landscape and sets fair housing priorities and goals. Under the AFH Rule, the next AFH must be submitted by 2020. HUD encourages local entities to collaborate on a regional AFH to reduce the cost of producing the AFH and to analyze fair housing on a regional scale.

On November 5, 2018, the City adopted Resolution R-195 approving an Intergovernmental Agreement for the Development of the 2020-2025 Regional Assessment of Fair Housing. The City and 16 other Cook County Entities desire to collaborate on the submission of the AFH and designate Cook County as the lead entity. The City signed an intergovernmental collaboration agreement with the County entities setting forth their respective obligations and commitments and acknowledging that Enterprise Community Partners will assist in the production of the AFH for the same.

The AFH is currently in production, and the Enterprise Community Partners are providing technical assistance to develop the AFH and overseeing the participation of other civic organizations. The official HUD deadline to complete the AFH was October 31, 2020. The performance period was a plan to span from November 2018 through March 2022. The AFH is still not completed and that is the reason why the PY2018 Planning and Administration activity will stay open until AFH is completed.

## CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with the requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

All subrecipients are required to send quarterly reports which are reviewed every quarter **by the City's CDBG Administrator**, except a home rehabilitation program subrecipient, which sends a bi-monthly report. **The City's CDBG Administrator also monitors all** subrecipients on an annual basis. Also, public facilities and public infrastructure improvement projects involve pre-construction meetings, where CDBG-related administration and expectations are explained to the contractor and subrecipient staff, payroll processing, etc. Finally, public service subrecipients receive further monitoring when they are new to the program, have new staff, and/or possible discrepancies are found in their quarterly reporting.

### Fiscal Monitoring

**The City's Finance Department is the fiscal agent for the** City. The Finance Department has preventative internal control systems which ensure timely and accurate expenditure of CDBG resources. Additionally, the City is audited on an annual basis and CDBG funds are included in that audit.

### Performance Reporting

**The City utilizes HUD's Integrated Disbursement and Information Systems (IDIS) to manage all financial and programmatic information** that is generated through its CDBG program of each fiscal year. **The CAPER is used to analyze the City's annual activities and programs of the Five-Year Consolidated Plan.** The CAPER includes the summary of programmatic accomplishments, resources available, and the status of activities that were undertaken to implement the priority needs established in the Five-Year Plan.

### Timeliness

City staff checks its timeliness ratio regularly to ensure that funds are spent promptly. HUD requires a maximum timeliness ratio of 1.5, which equates to having less than 1.5 times the annual entitlement amount of funds available to spend. This year, the City met its timeliness ratio. Staff will continue to monitor the timeliness ratio for compliance with HUD requirements.

### MBE/WBE

Annually, the City is required to report on Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). **The city's** subrecipients are reaching out to minority and women business enterprises through social media.

### Monitoring of Subrecipients

The Community Development Department is responsible for creating a contract with its CDBG subrecipients that outlines the procedures necessary for its subrecipients to meet all compliance provisions required under the applicable program. The subrecipients are monitored based on specific objectives and performance measures that are outlined in the agreement. The City may utilize two methods to monitor its CDBG Subrecipients including quarterly status reports and an annual site visit (if determined necessary by staff). Additionally, the City will provide technical assistance to its subrecipients to ensure that the federal and local requirements are being met. This year the City did not conduct any monitoring visits due to the COVID-19 pandemic. City staff did routinely reach out to subrecipients to discuss invoices, projects the impacts of the coronavirus on their organization.

### HUD Monitoring Visit

HUD conducted an onsite monitoring visit in 2015. HUD reviewed the City records and held discussions with **staff regarding the City's policies and procedures** in compliance with CDBG regulations. City staff was able to satisfy comments from HUD and HUD commended the City on the administration of the CDBG Program.

### Citizen Participation Plan 91.105(d); 91.115(d)

Citizen Participation Plan 91.105(d); 91.115(d) – *(different heading in IDIS)*

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports

The City of Des Plaines provides frequent workshops, publishes all required legal advertisements, and conducts at least two public hearings every year. This year we are holding two public hearings. One public hearing occurred on August 1, 2022, in order to adopt the PY2022 Annual Action Plan. A second public hearing will be held on December 5, 2022, after the end of the Public Comment Period for the PY2021 CAPER in order to adopt the report.

A legal notice requesting public input on this CAPER was published on November 2, 2022, in the *Journal and Topics* newspaper. The 15-day comment period begins on November 18, 2022 and will end at the City Council meeting on December 5, 2022. The CAPER will be published in draft form and be available to the public via the internet at <http://desplaines.org/cdbgplansreports> and in hard copy at City Hall, Community, and Economic Development Department (hours: 8:30 a.m. to 5:00 p.m., Monday-Friday). Written feedback is requested via email, fax, or the United States Postal Service. City staff will include feedback in the final CAPER submittal.

CR-45 - CDBG 91.520(c)

**Specify the nature of and reasons for any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.**

To date, no changes have been made to the **City's regular** CDBG program objectives, however, the COVID-19 pandemic has increased needs in the community. As a result, the City and non-profit agencies have had to adapt their methods of service delivery. The approval of CDBG-CV and CDBG-CV3 involved identifying new and expanded needs caused by the Coronavirus. The 2019 Annual Action Plan was amended twice in prior program years to allocate CDBG-CV and CDBG-CV3 funds.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No.

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

N/A



**CR-58 – Section 3**

**Identify the number of individuals assisted and the types of assistance provided**

<b>Total Labor Hours</b>	<b>CDBG</b>	<b>HOME</b>	<b>ESG</b>	<b>HOPWA</b>	<b>HTF</b>
Total Number of Activities	0	0	0	0	0
Total Labor Hours					
Total Section 3 Worker Hours					
Total Targeted Section 3 Worker Hours					

**Table 6 – Total Labor Hours**

<b>Qualitative Efforts - Number of Activities by Program</b>	<b>CDBG</b>	<b>HOME</b>	<b>ESG</b>	<b>HOPWA</b>	<b>HTF</b>
Outreach efforts to generate job applicants who are Public Housing Targeted Workers					
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.					
Direct, on-the job training (including apprenticeships).					
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.					
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.					
Provided or connected residents with supportive services that can provide direct services or referrals.					
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding child care.					
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.					

Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					
Other.					

**Table 7 – Qualitative Efforts - Number of Activities by Program**

**Narrative**

In general, the City’s CDBG subrecipient agreements and Intergovernmental Memorandum of Understanding include language regarding Section 3 compliance in the provision of training, employment, and business opportunities. The City will seek opportunities to address the minimum numerical goals of 24 CFR 135.30. The total dollar amount of construction contracts awarded includes City and subrecipient projects.

**10% of the total dollar amount and 30% of new employment opportunities for Section 3 businesses:**

It was the City’s understanding during this program year that, since the individual contracts for each CDBG project/activity were less than \$200,000, HUD Form 60002 did not need to be submitted.

The City has ensured that Davis-Bacon requirements for any public infrastructure and facility improvement project was met via a pre-construction meeting, the completion of the Project Wage Rate Sheet, and the review of the submitted Certified Payroll Forms. In the PY2021, the City completed a public facility project for Seminole Park and ensured these requirements were met.

## COMMUNITY DEVELOPMENT BLOCK GRANT CARES ACT CV AND CV3 FUNDS REPORTING

*The Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, makes \$5 billion available in supplemental Community Development Block Grant (CDBG) funding from the Department of Housing and Urban Development (HUD) to prevent, prepare for, and respond to the Covid-19 pandemic (CDBG-CV grant). The City Received \$180,767 in the first round and received \$376,164 for the third round of the CARES Act (CDBG-CV3) funding. The City's cumulative amount for all allocation rounds is \$556,931.*

On June 1, 2020, the City of Des Plaines (City) amended its 2015-2019 Consolidated Plan and PY2019 Annual Action Plan to incorporate the receipt of CDBG-CV Grant funds (\$180,767) and also amended its CDBG Citizen Participation Plan to allow for the expedited amendment process (collectively, the PY2019 City of Des Plaines CARES Act Amendment CV). The whole amount of the \$180,767 was allocated for Public Services Assistance to help Des Plaines' low- and moderate-income households that have been negatively impacted by the Covid-19 pandemic. Funding allows coverage of subsistence payments for the rent/mortgage, and/or utility payments; expenses for the hotel/motel overnight stay during Covid-19 while homeless shelters were closed, and expenses to provide equipment cleaning, and disinfecting supplies necessary to carry out public service during the Covid-19 pandemic. The whole amount of \$180,767 was spent and vouchers were completed into IDIS until January 4, 2021.

Additionally, according to and following the expedited amendment process approved by HUD, on March 15, 2021, the City, for a second time, amended its 2015-2019 Consolidated Plan and PY2019 Annual Action Plan to incorporate the receipt of a third-round (\$376,164) of Coronavirus Response Funds CDBG-CV3 (collectively, the PY2019 City of Des Plaines CARES Act Amendment CV3). This time the City allocated \$100,000 for the *Public Services Assistance* to help Des Plaines low- and moderate-income households that have been negatively impacted by the Covid-19 pandemic. Funding allows coverage of subsistence payments for the rent/mortgage, and/or utility payments. The rest of the third-round funding (\$276,164) was allocated to the **City's Economic Development Small Business Assistance Program (EDSBA)**, which will focus on the immediate financial needs of small businesses with 20 or fewer Full-Time Employees, located within the Des Plaines corporate limits that have been negatively impacted by the Covid-19 pandemic. Grant awards allow coverage of expenses such as employee wages, rent/mortgage utility subsistence payments, workspace and/or equipment modifications due to social distancing, and expenses tied to the purchase of Personal Protective Equipment (PPE). Additionally, funds may be used to reimburse the costs of business interruption caused by required closures and/or limited operations due to the Covid-19 pandemic. The PR-26-CDBG-CV Financial Summary Report is currently showing an amount of \$423,530.91 which does not include December 6, 2021, Warrant Register drawdown of \$1,111.59 for the Invoice #3/CDBG-CV# Public Service Financial Assistance Program (IDIS #842), and the additional amount of \$18,417.50 for the CDBG-CV# ED Small Business Assistance Program/Invoice #14/AI Weinger Investment dba Anytime Fitness (IDIS#855). With the above-mentioned drawdown, the whole amount of \$280,767 planned funding in the PY2020 Annual Action plan will be

spent on Public Services Assistance to not-for-profit agencies and an amount of \$162,293 will be spent from \$276,164 of planned funding for Economic Development Small Business Assistance Program activities.

The City expended the remainder of the CARES Act funding with the EDSBA program in PY2021 using a total of \$113,871 to provide grants to seven businesses.

# PR-26 Reports



PART I: SUMMARY OF CDBG RESOURCES

01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	232,842.71
02 ENTITLEMENT GRANT	318,128.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	0.00
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	550,970.71

PART II: SUMMARY OF CDBG EXPENDITURES

09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	154,656.05
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	154,656.05
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	46,742.09
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	201,398.14
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	349,572.57

PART III: LOWMOD BENEFIT THIS REPORTING PERIOD

17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	110,000.00
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	110,000.00
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	71.13%

LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS

23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: PY: PY:
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	0.00
25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	0.00
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	0.00%

PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS

27 DISBURSED IN IDIS FOR PUBLIC SERVICES	38,000.00
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	38,000.00
32 ENTITLEMENT GRANT	318,128.00
33 PRIOR YEAR PROGRAM INCOME	0.00
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	318,128.00
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	11.94%

PART V: PLANNING AND ADMINISTRATION (PA) CAP

37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	46,742.09
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 +LINE 40)	46,742.09
42 ENTITLEMENT GRANT	318,128.00
43 CURRENT YEAR PROGRAM INCOME	0.00
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	318,128.00
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	14.69%



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LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17

Report returned no data.

LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18

Report returned no data.

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2021	1	870	6699769	Public Facility Improvement/Seminole Park Improvement	03F	LMA	\$72,000.00
					03F	Matrix Code	\$72,000.00
2021	8	860	6586353	Center of Concern: Senior Housing and Supporting Services Program	05A	LMC	\$2,537.50
2021	8	860	6655153	Center of Concern: Senior Housing and Supporting Services Program	05A	LMC	\$1,673.50
2021	8	860	6681308	Center of Concern: Senior Housing and Supporting Services Program	05A	LMC	\$3,368.25
2021	8	860	6702656	Center of Concern: Senior Housing and Supporting Services Program	05A	LMC	\$3,420.75
					05A	Matrix Code	\$11,000.00
2021	9	861	6586356	The Harbour, Inc.: Emergency Shelter & Transitional Housing for Homeless Youth Program	05D	LMC	\$1,500.00
2021	9	861	6655155	The Harbour, Inc.: Emergency Shelter & Transitional Housing for Homeless Youth Program	05D	LMC	\$1,500.00
					05D	Matrix Code	\$3,000.00
2021	5	857	6585300	Northwest Compass Inc.: Housing Counseling Program	05J	LMC	\$3,994.37
2021	5	857	6655158	Northwest Compass Inc.: Housing Counseling Program	05J	LMC	\$3,581.49
2021	5	857	6681335	Northwest Compass Inc.: Housing Counseling Program	05J	LMC	\$4,320.19
2021	5	857	6702654	Northwest Compass Inc.: Housing Counseling Program	05J	LMC	\$3,103.95
					05J	Matrix Code	\$15,000.00
2021	7	859	6586351	Center of Concern: Homeless Prevention, Housing Counseling, Resources, and Home Sharing Program	05U	LMC	\$1,805.00
2021	7	859	6655150	Center of Concern: Homeless Prevention, Housing Counseling, Resources, and Home Sharing Program	05U	LMC	\$2,229.75
2021	7	859	6681312	Center of Concern: Homeless Prevention, Housing Counseling, Resources, and Home Sharing Program	05U	LMC	\$2,472.25
2021	7	859	6702655	Center of Concern: Homeless Prevention, Housing Counseling, Resources, and Home Sharing Program	05U	LMC	\$2,493.00
					05U	Matrix Code	\$9,000.00
Total							\$110,000.00

LINE 27 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 27

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity to prevent, prepare for, and respond to Coronavirus	Activity Name	Grant Number	Fund Type	Matrix Code	National Objective	Drawn Amount
2021	8	860	6586353	No	Center of Concern: Senior Housing and Supporting Services Program	B21MC170009	EN	05A	LMC	\$2,537.50
2021	8	860	6655153	No	Center of Concern: Senior Housing and Supporting Services Program	B21MC170009	EN	05A	LMC	\$1,673.50
2021	8	860	6681308	No	Center of Concern: Senior Housing and Supporting Services Program	B21MC170009	EN	05A	LMC	\$3,368.25
2021	8	860	6702656	No	Center of Concern: Senior Housing and Supporting Services Program	B21MC170009	EN	05A	LMC	\$3,420.75
								05A	Matrix Code	\$11,000.00
2021	9	861	6586356	No	The Harbour, Inc.: Emergency Shelter & Transitional Housing for Homeless Youth Program	B21MC170009	EN	05D	LMC	\$1,500.00
2021	9	861	6655155	No	The Harbour, Inc.: Emergency Shelter & Transitional Housing for Homeless Youth Program	B21MC170009	EN	05D	LMC	\$1,500.00
								05D	Matrix Code	\$3,000.00
2021	5	857	6585300	No	Northwest Compass Inc.: Housing Counseling Program	B21MC170009	EN	05J	LMC	\$3,994.37
2021	5	857	6655158	No	Northwest Compass Inc.: Housing Counseling Program	B21MC170009	EN	05J	LMC	\$3,581.49
2021	5	857	6681335	No	Northwest Compass Inc.: Housing Counseling Program	B21MC170009	EN	05J	LMC	\$4,320.19
2021	5	857	6702654	No	Northwest Compass Inc.: Housing Counseling Program	B21MC170009	EN	05J	LMC	\$3,103.95
								05J	Matrix Code	\$15,000.00
2021	7	859	6586351	No	Center of Concern: Homeless Prevention, Housing Counseling, Resources, and Home Sharing Program	B21MC170009	EN	05U	LMC	\$1,805.00
2021	7	859	6655150	No	Center of Concern: Homeless Prevention, Housing Counseling, Resources, and Home Sharing Program	B21MC170009	EN	05U	LMC	\$2,229.75
2021	7	859	6681312	No	Center of Concern: Homeless Prevention, Housing Counseling, Resources, and Home Sharing Program	B21MC170009	EN	05U	LMC	\$2,472.25
2021	7	859	6702655	No	Center of Concern: Homeless Prevention, Housing Counseling, Resources, and Home Sharing Program	B21MC170009	EN	05U	LMC	\$2,493.00
								05U	Matrix Code	\$9,000.00
				No	Activity to prevent, prepare for, and respond to Coronavirus					\$38,000.00
Total										\$38,000.00

LINE 37 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 37

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2021	10	856	6596856	City of Des Plaines, CED: Planning and Administration	21A		\$18,276.98



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Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2021	10	856	6624585	City of Des Plaines, CED: Planning and Administration	21A		\$15,039.20
2021	10	856	6659805	City of Des Plaines, CED: Planning and Administration	21A		\$10,493.41
2021	10	856	6681336	City of Des Plaines, CED: Planning and Administration	21A		\$2,932.50
Total					21A	Matrix Code	\$46,742.09





**PART I: SUMMARY OF CDBG-CV RESOURCES**

01 CDBG-CV GRANT	556,931.00
02 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
03 FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
04 TOTAL AVAILABLE (SUM, LINES 01-03)	556,931.00

**PART II: SUMMARY OF CDBG-CV EXPENDITURES**

05 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	556,931.00
06 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	0.00
07 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
08 TOTAL EXPENDITURES (SUM, LINES 05 - 07)	556,931.00
09 UNEXPENDED BALANCE (LINE 04 - LINE8 )	0.00

**PART III: LOWMOD BENEFIT FOR THE CDBG-CV GRANT**

10 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
11 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
12 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	556,931.00
13 TOTAL LOW/MOD CREDIT (SUM, LINES 10 - 12)	556,931.00
14 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 05)	556,931.00
15 PERCENT LOW/MOD CREDIT (LINE 13/LINE 14)	100.00%

**PART IV: PUBLIC SERVICE (PS) CALCULATIONS**

16 DISBURSED IN IDIS FOR PUBLIC SERVICES	280,767.00
17 CDBG-CV GRANT	556,931.00
18 PERCENT OF FUNDS DISBURSED FOR PS ACTIVITIES (LINE 16/LINE 17)	50.41%

**PART V: PLANNING AND ADMINISTRATION (PA) CAP**

19 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	0.00
20 CDBG-CV GRANT	556,931.00
21 PERCENT OF FUNDS DISBURSED FOR PA ACTIVITIES (LINE 19/LINE 20)	0.00%



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LINE 10 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 10  
 Report returned no data.

LINE 11 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 11  
 Report returned no data.

LINE 12 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 12

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2019	10	819	6412391	Center of Concern: CDBG-CV Public Service Financial Assistance	05Q	LMC	\$56,086.56
			6421804	Center of Concern: CDBG-CV Public Service Financial Assistance	05Q	LMC	\$36,680.96
			6440794	Center of Concern: CDBG-CV Public Service Financial Assistance	05Q	LMC	\$34,870.48
		820	6418011	WINGS: CDBG-CV Public Service Financial Assistance	05G	LMC	\$6,758.55
			6426476	WINGS: CDBG-CV Public Service Financial Assistance	05G	LMC	\$1,209.45
			6448611	WINGS: CDBG-CV Public Service Financial Assistance	05G	LMC	\$761.00
		825	6422172	Northwest Compass: CDBG-CV Public Service Financial Assistance	05Q	LMC	\$8,198.53
			6448628	Northwest Compass: CDBG-CV Public Service Financial Assistance	05Q	LMC	\$36,201.47
		842	6503185	Center of Concern: CDBG-CV3 Public Service Financial Assistance	05Q	LMC	\$39,984.58
			6512554	Center of Concern: CDBG-CV3 Public Service Financial Assistance	05Q	LMC	\$28,903.83
			6565388	Center of Concern: CDBG-CV3 Public Service Financial Assistance	05Q	LMC	\$1,111.59
	11	851	6522721	Northwest Compass: CDBG-CV3 Public Service Financial Assistance	05Q	LMC	\$30,000.00
		843	6512705	Center of Concern: ED Small Business Assistance -LMJ/AMA Dancers & Co	18A	LMJ	\$15,750.00
		844	6512727	Center of Concern: ED Small Business Assistance-MEA/Somethings Cooking	18C	LMCMC	\$16,230.00
		845	6512761	Center of Concern: ED Small Business Assistance -LMJ/Westlite Inc.	18A	LMJ	\$16,368.00
		846	6513103	Center of Concern: ED Small Business Assistance -LMJ/Sunrise Grill	18A	LMJ	\$16,080.00
		847	6512862	Center of Concern: ED Small Business Assistance -LMJ/Jimmy's Restaurant	18A	LMJ	\$16,305.00
		848	6512904	Center of Concern: ED Small Business Assistance -LMJ/Karies Enterprises, Inc.	18A	LMJ	\$15,810.00
		849	6512877	Center of Concern: ED Small Business Assistance -LMJ/Happy House Restaurant Inc.	18A	LMJ	\$15,720.00
		850	6513118	Center of Concern: ED Small Business Assistance -LMJ/Mr. Pup Inc.	18A	LMJ	\$15,690.00
		852	6547273	Center of Concern: ED Small Business Assistance -LMJ R&R Holding Inc.	18A	LMJ	\$15,922.50
		855	6565410	Center of Concern: ED Small Business Assistance -LMJ/AI Weininger Investment dba Anytime Fitness	18A	LMJ	\$18,417.50
		862	6577949	Center of Concern: ED Small Business Assistance -LMJ/MBD, Martial Arts Inc.	18A	LMJ	\$17,685.00
		863	6586368	Center of Concern: ED Small Business Assistance - John Trainor & Associates	18C	LMJ	\$16,905.00
		864	6619734	Center of Concern: ED Small Business Assistance -LMJ/Might Mites Awards and Sons	18A	LMJ	\$15,517.50
		866	6681353	Center of Concern: ED Small Business Assistance - Bohemian LLC dba Balkanika	18A	LMJ	\$15,790.00
		867	6681408	Center of Concern: ED Small Business Assistance - NHT, Inc.	18A	LMJ	\$16,135.00
		868	6681409	Center of Concern: ED Small Business Assistance - Las Asadas DMG LLC dba Las Asadas	18A	LMJ	\$16,725.00
		869	6681410	Center of Concern: ED Small Business Assistance - Lar Two Inc.	18A	LMJ	\$15,113.50
<b>Total</b>							<b>\$556,931.00</b>

LINE 16 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 16

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2019	10	819	6412391	Center of Concern: CDBG-CV Public Service Financial Assistance	05Q	LMC	\$56,086.56
			6421804	Center of Concern: CDBG-CV Public Service Financial Assistance	05Q	LMC	\$36,680.96
			6440794	Center of Concern: CDBG-CV Public Service Financial Assistance	05Q	LMC	\$34,870.48
		820	6418011	WINGS: CDBG-CV Public Service Financial Assistance	05G	LMC	\$6,758.55
			6426476	WINGS: CDBG-CV Public Service Financial Assistance	05G	LMC	\$1,209.45



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Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2019	10	820	6448611	WINGS: CDBG-CV Public Service Financial Assistance	05G	LMC	\$761.00
		825	6422172	Northwest Compass: CDBG-CV Public Service Financial Assistance	05Q	LMC	\$8,198.53
			6448628	Northwest Compass: CDBG-CV Public Service Financial Assistance	05Q	LMC	\$36,201.47
		842	6503185	Center of Concern: CDBG-CV3 Public Service Financial Assistance	05Q	LMC	\$39,984.58
			6512554	Center of Concern: CDBG-CV3 Public Service Financial Assistance	05Q	LMC	\$28,903.83
			6565388	Center of Concern: CDBG-CV3 Public Service Financial Assistance	05Q	LMC	\$1,111.59
		851	6522721	Northwest Compass: CDBG-CV3 Public Service Financial Assistance	05Q	LMC	\$30,000.00
<b>Total</b>							<b>\$280,767.00</b>

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Report returned no data.



COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: November 22, 2022

To: Michael G. Bartholomew, City Manager

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

Cc: Brooke Lenneman, Elrod Friedman, General Counsel

Subject: Zoning Text Amendments Regarding Commercial Mobile Radio and Wireless Telecommunications Service Facilities

**Issue:** The City Council is holding a public hearing to consider the following text amendments to the **Zoning Ordinance:** (i) amend a reference in Section 12-7-1.A to “Commercial Mobile Radio and Wireless Telecommunications Service Facilities,” (ii) amend the title of Section 12-8-5 to “Commercial Mobile Radio and Wireless Telecommunications Service Facilities,” (iii) add language throughout Section 12-8-5 to refer to “eligible facilities requests” under federal law and to allow administrative permitting of such requests; and (iv) amend the term definition title in Section 12-13-3 to read “Commercial Mobile Radio and Wireless Telecommunications Service Facilities.”

**PIN:** Citywide

**Petitioner:** City of Des Plaines, 1420 Miner Street, Des Plaines, IL 60016

**Case Number:** #22-052-TA

**Request Description:** The City of Des Plaines is proposing amending the Zoning Ordinance to create an administrative permitting process for requests to modify *existing* commercial mobile radio and wireless telecommunications service facilities (i.e., “cell towers,” “cell antennae”) when those modifications fall within a specific allowance of federal law. The administrative approval would be possible even when those modifications would otherwise require zoning relief, such as a conditional use or a variation.

**Background**

In 2022 the City has received multiple permitting requests to modify existing wireless facilities that are nonconforming structures or uses—in other words, structures or uses that do not strictly comply with the rules for wireless facilities (Section 12-8-5 of the Zoning Ordinance). Generally, any nonconforming structure or use that is proposed to be enlarged or intensified is limited to what extent, if any, that enlargement or intensification can occur without obtaining zoning relief such as a variation. Major variations, which are

typically the necessary avenue, require a public hearing and ultimately approval of the City Council via ordinance.

However, Section 6409 of the federal Middle Class Tax Relief and Job Creation Act, 47 USCS § 1455 (“*Spectrum Act*”) provides that a local government may not deny an eligible facilities request for a modification of an existing wireless tower or base station (“*Eligible Facilities Requests*”) when the modification does not substantially change the physical dimensions of the tower or base station.

To achieve federal policy goals to expand wireless speed, access, and connectivity – while encouraging the utilization of existing wireless structures instead of erecting new ones (i.e., “colocation”) – the Federal Communications Commission (FCC) has categorized modifications into either *substantial* or *non-substantial* modifications. When a modification falls within the *non-substantial* modification, also known as an “eligible facilities request,” local permitting authorities such as the City are compelled to permit the zoning for the proposed project. The following is a summary of the FCC’s criteria for categorizing a project as a non-substantial modification or eligible facilities request:

- For towers on private property/outside of public rights-of-way: The modification increases either (i) the height of the tower by less than 10 percent, or (ii) adds an antenna array that is 20 feet or less from any existing antenna array, as measured from the top of an existing array and the bottom of the additional proposed array;
- For towers in public rights-of-way and for all base stations, the modification increases the height of the tower or base station by less than either (i) 10 percent or (ii) 10 feet;
- For towers outside of public rights-of-way, the modification protrudes from the edge of the tower either (i) by 20 feet or less, or (ii) by less than the width of the tower structure at the level of the appurtenance;
- For towers in public rights-of-way and for all base stations, the modification protrudes from the edge of the structure by 6 feet or less;
- The modification involves installation of four (4) or fewer new cabinets, or the standard number of new equipment cabinets for the technology involved if less than four;
- The modification does not entail any excavation or deployment outside the current site of the tower or base station;
- The modification would not defeat the existing concealment elements of the tower or base station; or
- The modification complies with conditions associated with the prior approval of construction or modification of the tower or base station, unless the modification would exceed the thresholds identified above.

Attached are examples of two recent elevation permit drawings for modifications that qualify as eligible facilities requests. Additionally, pursuant to the Spectrum Act, applications for eligible facilities requests must be reviewed within 60 days.

### **Current Process and Purpose of Proposed Change**

Generally, as an Illinois home-rule municipality, the City can require any entity to obtain necessary relief from the Zoning Ordinance through whichever process is necessary: variation, conditional use, etc. However, in the context of wireless towers and antennae, when the proposed modification falls within the eligible facilities parameters and does not substantially change the dimensions of the existing facilities, the federal government prohibits the City from denying the necessary relief. Further, the full public hearing (via Planning and Zoning Board and its recommendation) and City Council consideration process is a minimum of 90 days, which is not compliant with the time-sensitive review timeline provided by the Spectrum Act (sometimes called a “shot clock”). Note: Building, structural, electrical, and life safety codes must also be met for the issuance of a building permit. If they are not, the City is not compelled to permit construction.

Because the City cannot deny the relief and the general time sensitivity of permit approval, the proposed amendments provide the Zoning Administrator the authority to determine whether a request is an eligible facility that does not result in a substantial change to the existing facility under federal law and approve such requests administratively. The amendments are intended to carve out a “by right” path for non-substantial modifications.

### **Proposed Amendments**

The full proposed amendments are summarized below. These would be enacted by attached Ordinance Z-38-22:

- **Section 12-7-A:** Amend the reference to wireless facilities to its newly proposed title of “Commercial Mobile Radio and Wireless Telecommunications Service Facilities”
- **Section 12-8-5:**
  - Retitle the specific use regulations to “Commercial Mobile Radio and Wireless Telecommunications Service Facilities.”
  - Change references throughout to this new title.
  - Add a new Sub-Paragraph 2 under Paragraph A. General Requirements; the new sub-paragraph, titled “Eligible Facilities Requests,” does the following:
    - Cites the federal legislation to define eligible facilities requests and exempts them from location requirements, maximum height requirements, site plan review, and conditional use permits (i.e., addresses those instances where the existing facility is nonconforming with any of these typical requirements); and
    - Establishes that the Zoning Administrator shall review a claim for an “eligible facilities request” within 60 days and if applicable, approve the zoning administratively.
  - Specifies under “Paragraph E. Construction Requirements” that proposed eligible facilities requests must demonstrate such status in their construction drawings.
  - Adds a footnote to the table under Paragraph F. Height Requirements to exempt eligible facilities requests.
  - Adds footnotes to the table under Paragraph G. District Requirements to exempt eligible facilities requests.
- **Section 12-13-3, Definition of Terms:** Amends the term definition to “Commercial Mobile Radio and Wireless Telecommunications Service Facilities.”

The following are examples of important rules that would *not* change as part of these amendments:

- New structures are not eligible facilities and therefore must fully comply with rules or seek necessary zoning relief.
- Section 12-8-5 contains Paragraph D. Design Criteria, from which eligible facilities requests would not be exempt. In other words, projects must demonstrate a reasonable attempt to blend in, provide screening, etc.
- Even those projects deemed to be eligible facilities will not be exempt from the City’s adopted building or life safety codes.

### **Standards for Zoning Text Amendments:**

The following is a discussion of standards for zoning amendments from Section 12-3-7.E of the Zoning Ordinance. The City Council *may* adopt any or all the following rationale for how the proposed amendments would satisfy the standards, or the Council 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;**

Although the Comprehensive Plan does not specifically address wireless infrastructure, its emphasis on economic development and quality of life do support having balanced regulations that enable infrastructure to be expanded within the City to support residents and businesses.

**2. Whether the proposed amendment is compatible with current conditions and the overall character of existing development;**

The proposed amendments are aimed at improving a process, as the City is compelled to ultimately approve eligible facilities requests. Those wireless projects that are not eligible facilities requests are unaffected by the amendments.

**3. Whether the proposed amendment is appropriate considering the adequacy of public facilities and services available to this subject property;**

The amendments would not have a negative impact on public facilities and services. There are multiple City and public facilities throughout Des Plaines (e.g., water towers) that contain wireless infrastructure, and these amendments facilitate a more streamlined permitting process when modifications to that equipment would fall within eligible facilities parameters.

**4. Whether the proposed amendment will have an adverse effect on the value of properties throughout the jurisdiction; and**

The amendments are intended to retain certain requirements, such as design criteria, which promote good aesthetics and should protect property value throughout the jurisdiction as much as possible.

**5. Whether the proposed amendment reflects responsible standards for development and growth.**

The proposed amendments would allow a permitting process that ensures the City will comply with federal law and provide necessary streamlining.

**Public Hearing:** The Planning and Zoning Board (PZB) typically holds public hearings and votes on recommendations to the City Council regarding zoning amendments. However, because of a pending permit for an eligible facilities request, the Council is holding the hearing and directly considering the amendments.

**City Council Action:** The Council may vote on approving Ordinance Z-38-22 at the conclusion of the public hearing.

**Attachment**

Attachment 1: Results of 2022 Survey of Northwest Municipal Conference (NWMC)

Attachment 2: Excerpt Elevation Drawing from Eligible Facilities Request for Modification at 2064-2074 Mannheim Road

Attachment 3: Excerpt from Elevation Drawings from an Eligible Facilities Request for Modification at 16 Mary Street

**Ordinance**

Z-38-22

Municipality	1. Do your municipal regulations account for the Spectrum Act (regulates allowance of eligible facilities related to cell towers/uses)?	2. How do you permit cellular modifications that fall under the Spectrum Act but do not otherwise meet your municipal code (i.e., require a variation or other entitlement process)?	3. Please attach any relevant language related to cell towers/equipment.
Evanston	Revisions will be forthcoming but current regulations meet the Spectrum Act as of early 2021.	Cellular modifications that do not meet municipal code must either go through a staff design review for revision or through our special use process.	<a href="https://library.municode.com/il/evanston/codes/code_of_ordinances?nodeId=TIT6ZO_CH4GEPR_6-4-6-11SPREAPWIFA">https://library.municode.com/il/evanston/codes/code_of_ordinances?nodeId=TIT6ZO_CH4GEPR_6-4-6-11SPREAPWIFA</a>  Facilities in Public Ways:  <a href="https://library.municode.com/il/evanston/codes/code_of_ordinances?nodeId=TIT7PUWA_CH16SMWIFA_7-16-3RESMWIFA">https://library.municode.com/il/evanston/codes/code_of_ordinances?nodeId=TIT7PUWA_CH16SMWIFA_7-16-3RESMWIFA</a>
Grayslake	No.	N/A.	N/A.
Highland Park	We follow Spectrum Act and have been working to update our code to reflect any sections that are in conflict to be consistent accordingly.		
Lincolnwood	No.	Have not encountered this issue.	
Niles	Yes. Review process takes into account Spectrum Act and IL Small Wireless Facilities Deployment Act (SWFDA) regulations.	In the event that a proposed wireless facility is a "Substantial Change" as defined by the Spectrum Act, and the activities proposed fall outside of the parameters of the wireless provider's Special Use Permit, then the provider would need to apply for a variance and follow the process prescribed by the Zoning Ordinance.	See attached.
Streamwood	No.		
Wheeling	No.	Building Permit.	



## Village of Niles

Please attach any relevant language related to cell towers/equipment.

Section 8.3(Y) of the Niles Zoning Ordinance: Wireless Telecommunications

- Purpose  
The following standards for wireless telecommunications antennas, facilities, and towers are intended to:
  - Ensure public health, safety, and welfare.
  - Ensure access to reliable wireless telecommunications services throughout the Village.
  - Encourage the location of antennas and towers on Village-owned property.
  - Encourage the use of existing towers and other structures for the co-location of wireless telecommunications antenna.
  - Encourage the location of towers, to the extent possible, in areas where the adverse impact on the Village will be minimal.
  - Encourage the location of small cell and Distribution Antenna Systems (DAS) in buildings and in densely populated areas as an alternative to use of towers and other macrocell structures.
- Application Requirements  
In addition to the requirements for a special use, all applications to erect, construct, or modify any part of a wireless telecommunications antenna, facility, or tower must include the following items, unless waived by the body approving the application:
  - A site plan showing:
    - The location, size, screening, and design of all structures, including fences.
    - The location and size of all outdoor equipment.
    - Elevations showing antenna height.
    - If the site plan is for a new wireless telecommunications tower, indication of the fall zone as a shaded circle.
  - A maintenance plan and any applicable maintenance agreement designed to ensure long-term, continuous maintenance, including maintenance of landscape, keeping the area free from debris and litter, and immediate removal of any graffiti.
  - A disclosure of what is proposed. For projects on Village-owned property, also provide a disclosure demonstrating the need for the wireless telecommunications antenna, facility, or tower in the proposed location.
  - The reason or purpose for the placement, construction, or modification in the proposed location with specific reference to the provider's coverage, capacity, and/or quality needs, goals, and objectives.
  - For projects on Village-owned property, the service area of the proposed wireless telecommunications antenna, facility, or tower.
  - If the proposal is for a new telecommunications tower, then a map showing co-location opportunities within the City and within areas surrounding the borders of the City must be provided and justification for why co-location is not feasible in order to demonstrate the need for a new tower.
  - Certification by a licensed and registered professional engineer or architect regarding the manner in which the proposed structure will fail. The certification may be utilized, along with other criteria such as applicable regulations for the district in question, in determining if additional setback should be required for the structure and other facilities.
  - Statements requiring compliance with local building codes, safety standards, all applicable local and state laws, and all local, state, and federal regulations. If such laws or regulations are changed, then the wireless facility provider shall have six (6) months from the effective date of such revised laws or standards to come into compliance unless a more restrictive compliance schedule is mandated by the controlling state or federal agency.
  - A statement requiring that the provider shall make its best efforts to avoid interference of its frequencies with Village public safety, public works, and administrative radio frequencies.
  - Completion of FCC forms indicating exemption from or compliance with federal regulations regarding radio frequency warning signage and safety zones.
  - A statement or analysis by a licensed professional engineer attesting to the structural integrity of a tower, pole, or other structure proposed to accommodate a proposed wireless facility.
  - Any wireless facility provider shall maintain its facility in compliance with the standards contained in the current applicable local, county, or state building codes and the applicable standards for telecommunications towers that are published by the Electronics Industry Association (EIA), as amended from time to time. If, upon inspection, the Village concludes that an antenna, antenna structure, or telecommunications tower fails to comply with such codes or standards, and constitutes a danger to persons or property, then upon notice being provided to the provider of the antenna, antenna structure, or telecommunications tower,

the provider shall have thirty (30) days to bring such antenna, antenna structure, or telecommunications tower into compliance with the applicable codes or standards.

3. Site Priority To minimize the adverse visual impact of wireless telecommunications towers, antennas, and facilities are allowed as special uses in the following order of priority for location. If lower priority locations are requested, the applicant may be required to provide engineering data certified by the appropriate licensed professionals, or other information the Village deems necessary, that the use of a higher priority location is not technically or otherwise feasible, and that the requested location is a matter of engineering necessity.

a. First priority sites are the M, OR, and P-1 Districts. In addition, any stealth design of antennas is a first priority site.

b. Second priority sites are the C-2, C-4, C-5, and ENT-MU Districts.

c. Third priority sites are any areas not cited as a first or second priority.

4. Setbacks All wireless telecommunications towers and facilities must be set back from all property lines in accordance with the minimum setback requirements in the zoning district.

5. Height The maximum height of a wireless telecommunications tower is that of the maximum height permitted in the zoning district. If a taller height is needed to function satisfactorily, such additional height may be allowed as part of the special use approval. For wireless facilities proposed to be constructed on Village-owned property, the special use application for approval of a wireless telecommunications tower must demonstrate the minimum height needed for the tower to function.

6. Lighting and Marking Wireless telecommunications antennas, towers, and facilities must not be lit or marked unless required by the Federal Communications Commission (FCC) or the Federal Aviation Administration (FAA).

7. Specific Standards for Wireless Telecommunications Antennas Wireless telecommunications antennas are a special use in all districts, unless they are stealth design in which case they are considered a permitted use and subject only to site plan review. Stealth design for wireless antennas is encouraged and is considered a permitted use in all districts, subject to site plan review and approval. All applications for wireless telecommunications antennas must include all information required by this section. In addition to the standards of this section for wireless telecommunications antennas, stealth design must comply with the following regulations:

a. To qualify as a stealth design, wireless telecommunications antennas must be enclosed, camouflaged, screened, obscured, or otherwise not readily apparent to a casual observer.

b. Wireless telecommunication antennas must be mounted at least 35 feet above grade, as measured from grade to the base of the antenna, to qualify as stealth design. Wireless telecommunication antennas mounted lower than 35 feet are not considered stealth design and require special use approval.

c. Antennas must be located on or in structures already permitted within zoning districts, such as water towers, clock towers, streetlights, penthouses, parapet walls, and steeples, and must be designed to blend in with the structure. Antennas that co-locate on existing wireless telecommunications towers are also considered stealth design.

d. No antenna may increase the overall height of any structure on which it is mounted by more than ten feet. If an antenna exceeds such additional height, it is not considered stealth design and require special use approval.

e. Any proposed project that defeats the concealment elements of the support structure per 47 CFR § 1.40001(b)(7)(v) will require special use approval.

f. Antennas and cabling extending from wireless communications antennas shall be painted to match the tower, building, or other structure where the antenna array is located.

8. Specific Standards for Wireless Telecommunications Facilities

a. Any buildings, cabinets, or shelters may house only equipment and supplies for operation of the wireless telecommunication tower. Any equipment not used in direct support of such operation must not be stored on the site. The facility must be un-staffed. Buildings, cabinets, or shelters located on Village-owned property shall not receive final Village approval until a lease between the Village and the wireless service provider has been approved and executed by the Village.

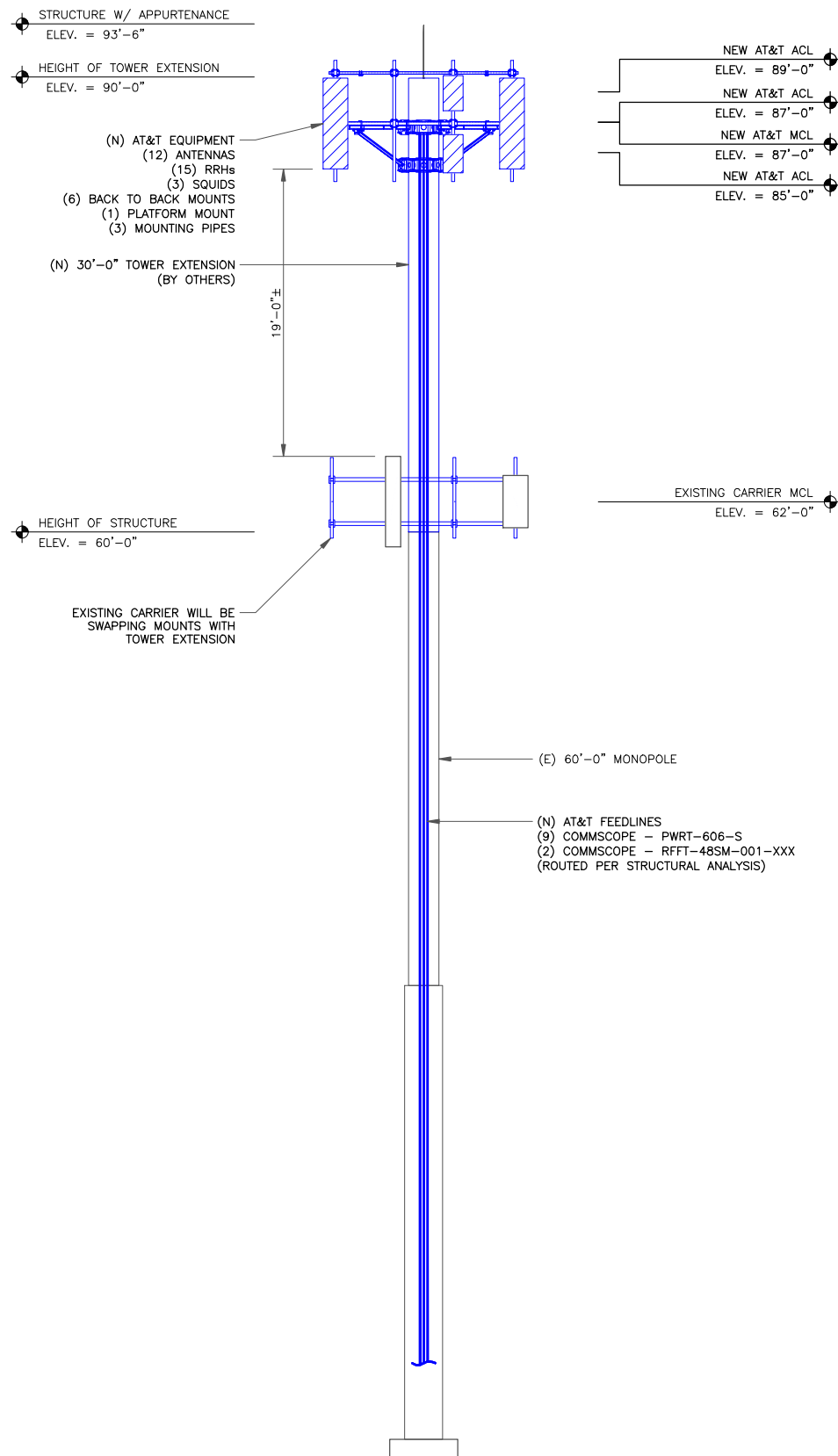
b. Signs for the wireless telecommunications facility are limited to ownership and contact information, FCC antenna registration number (if required), and any other information required by government regulation. Commercial advertising is prohibited.

c. A wireless telecommunications facility building or related structure shall, to the extent possible, use

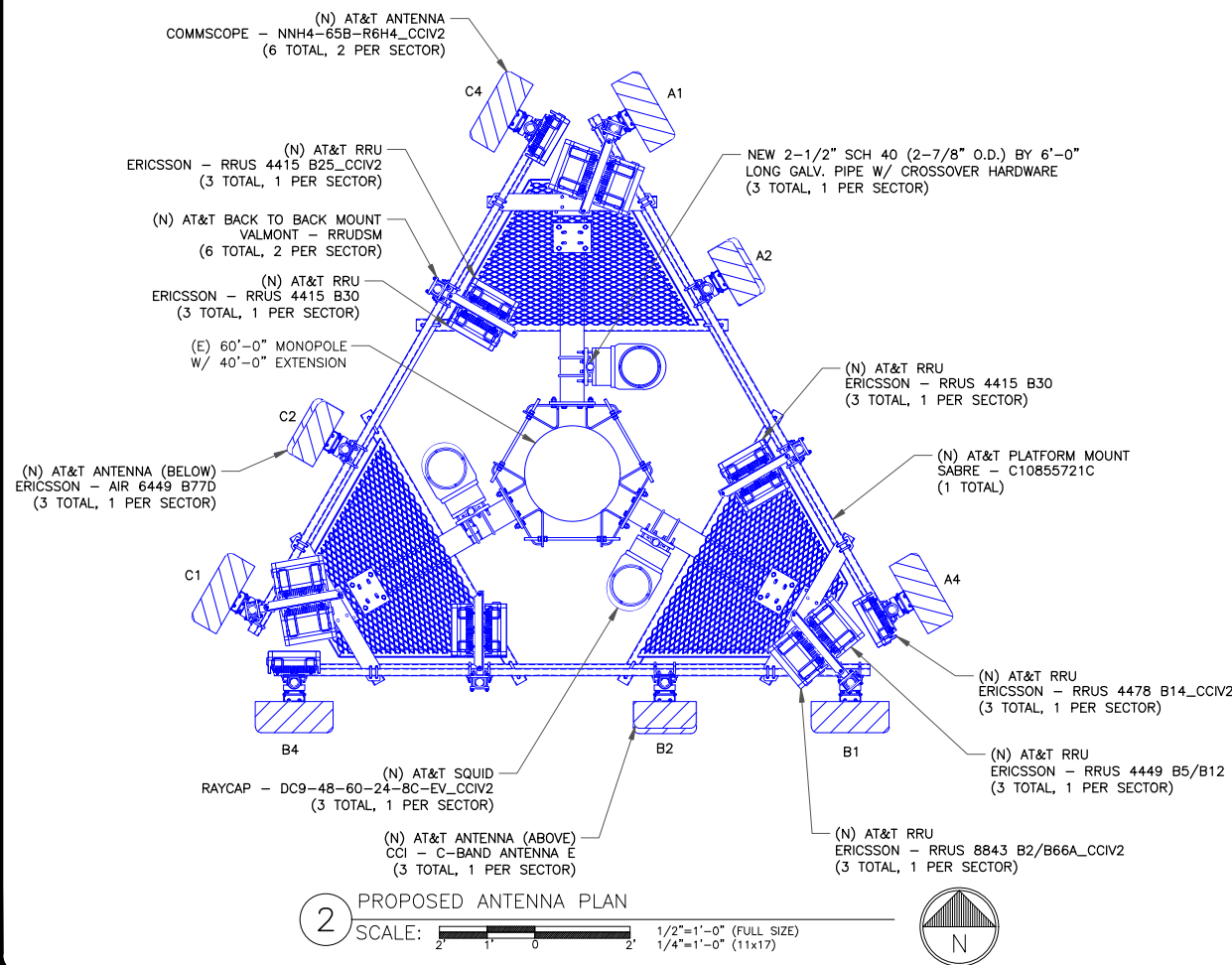
materials, colors, screening, and landscaping that will blend them into natural settings and surrounding buildings. d. All sites on which antennas, antenna structures, and telecommunications towers are located must have a passable roadway access. e. The structures upon any site which contains an antenna, antenna structure, or telecommunications tower shall be surrounded by a screen or fence. The requirements for fencing or screening in the zoning district in which the proposed antenna, antenna structure, or telecommunications tower is to be located shall apply. f. No antenna, antenna structure, or telecommunications tower shall be located in an area which has been designated as a wetland by either the Village of Niles, Cook County, the Illinois Department of Natural Resources, the U.S. Department of the Interior, or the U.S. Army Corps of Engineers, and any and all governmental bodies and agencies having jurisdiction.

9. Specific Standards for Wireless Telecommunications Towers a. The ability for other telecommunications providers to co-locate on a tower is required. Wireless telecommunications towers must be designed to accommodate other telecommunications providers. The area surrounding a tower must be of a sufficient size to accommodate accompanying wireless telecommunications facilities for other telecommunications providers. b. Unless otherwise required by the Federal Communications Commission, the Federal Aviation Administration or the City, towers must have a white, galvanized silver, or grey finish. c. Towers must be able to withstand wind and ice forces in accordance with standards established under American National Standards Institute/Telecommunications Industry Association (ANSI/TIA) Section 222-G standard, or its successor, and the 2009 International Building Code (IBC-2009), or its successor. Wireless facilities mounted on poles must be able to withstand wind and ice forces in accordance with ANSI-C2-2007 Code standards or its successor.

10. Abandonment Any wireless telecommunications tower or facility that is not operated for a period of 180 consecutive days is considered abandoned. The owner must immediately remove the tower or facility and all aboveground equipment and related debris at its own cost. The City may ensure and enforce removal by means of its existing regulatory authority.



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.

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

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: **C-2** REVISION: **3**

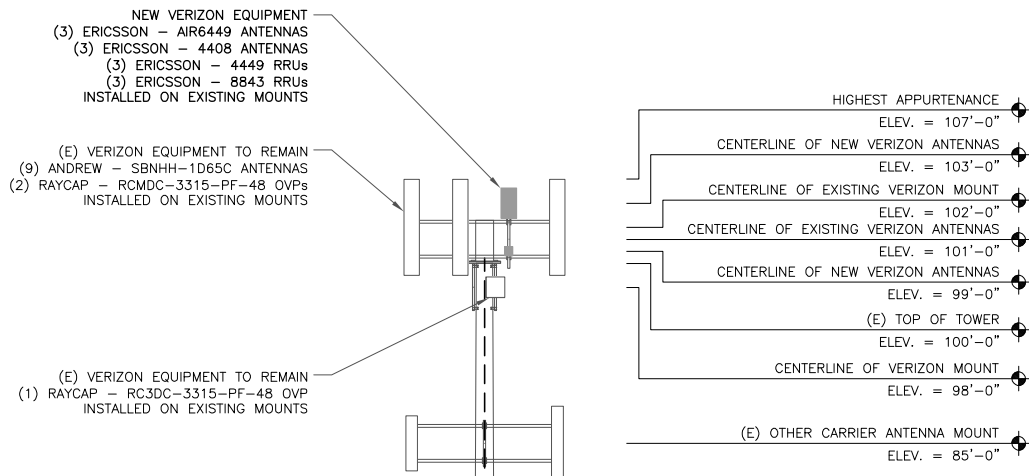
Page 9 of 18

**NOTE:**

NO ADDITIONAL LOADING TO BE ADDED UNTIL MOUNT MODIFICATIONS ARE INSTALLED PER MOUNT MODIFICATION DESIGN BY PAUL J. FORD & COMPANY DATED MARCH 9, 2021.

**RECOMMENDATIONS**  
 THE MOUNT WILL HAVE SUFFICIENT CAPACITY TO CARRY OUT THE PROPOSED LOADING CONFIGURATION ONCE THE RECOMMENDATIONS LISTED BELOW ARE MET AND PROPERLY INSTALLED.

- MOVE EXISTING MOUNT PIPE CONNECTIONS FROM UNISTRUT MEMBERS TO FACE HORIZONTALS

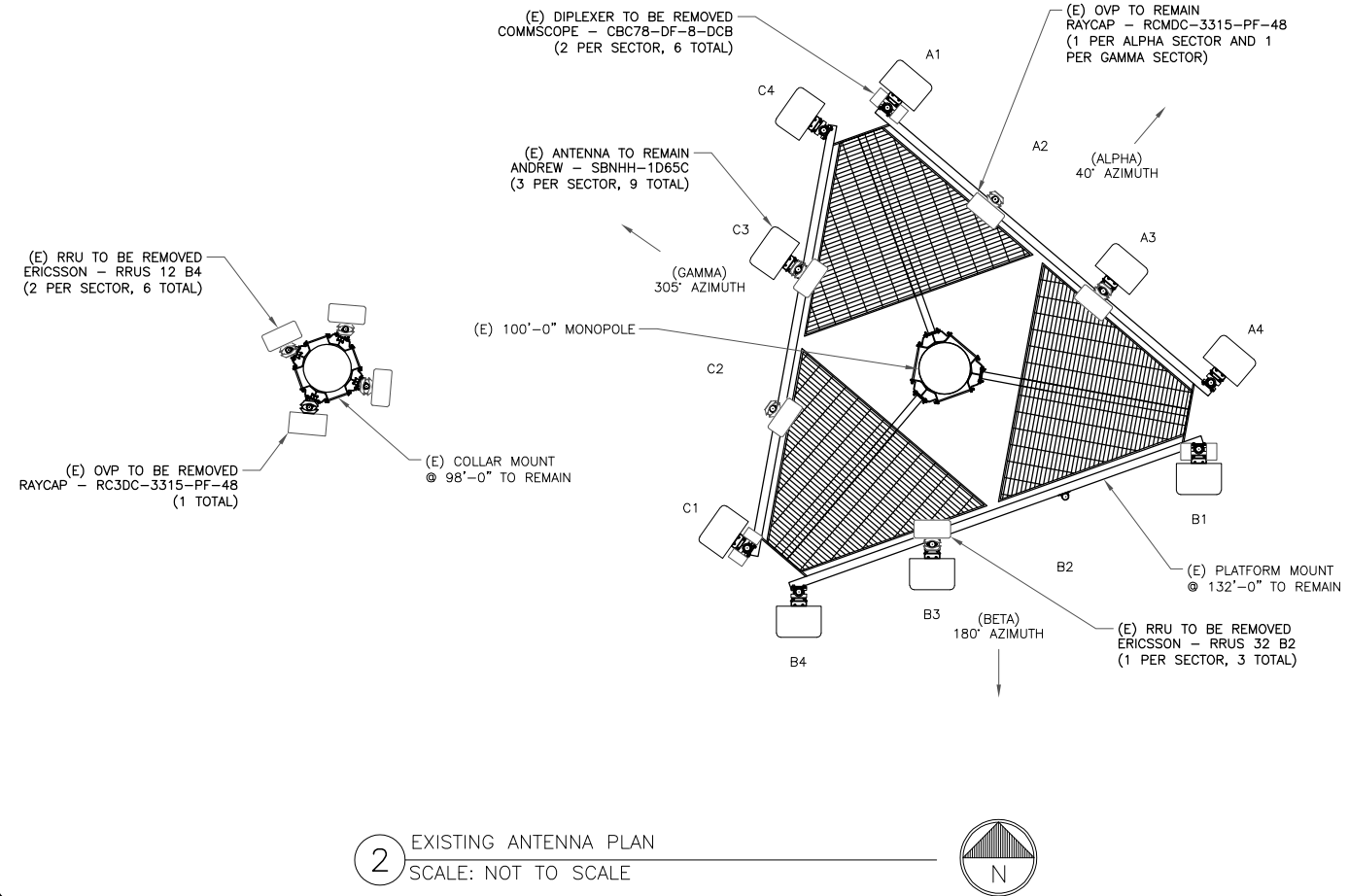


**VERIZON EQUIPMENT**

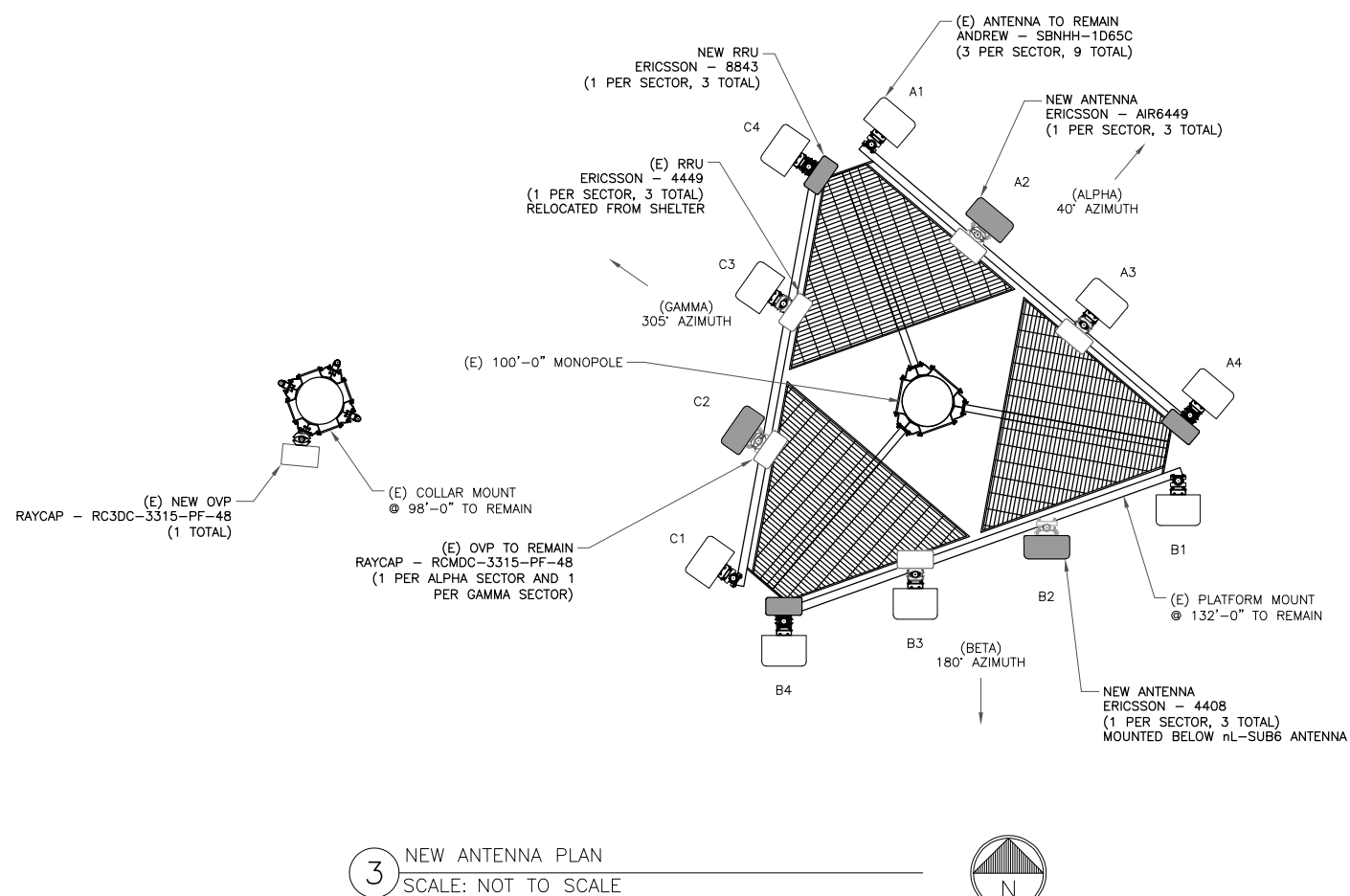
- ANTENNA CL: 105'-0"
- ANTENNA CL: 103'-0"
- ANTENNA CL: 101'-0"
- MOUNT CL: 102'-0"

ANTENNA CENTERLINE (±)	TOTAL ESTIMATED HYBRID LENGTH (±)
103'-0"	153'-0"
POWER SHIFT NEEDED IF HYBRID LENGTH IS OVER 200'-0".	

1 TOWER ELEVATION  
 SCALE: NOT TO SCALE



2 EXISTING ANTENNA PLAN  
 SCALE: NOT TO SCALE



3 NEW ANTENNA PLAN  
 SCALE: NOT TO SCALE

**verizon**  
 1515 E. WOODFIELD ROAD  
 SCHAUMBURG, IL 60173

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

**NB+C**  
 TOTALLY COMMITTED.  
 NB+C ENGINEERING SERVICES, LLC.  
 8601 SIX FORKS ROAD, SUITE 540  
 RALEIGH, NC 27615  
 (919) 657-9131

VERIZON SITE NUMBER:  
**126693**

BU #: **816977**  
**DESPLANE**

16 MARY STREET  
 DES PLAINES, IL 60016

EXISTING 100'-0" MONOPOLE

**ISSUED FOR:**

REV	DATE	DRWN	DESCRIPTION	DES/QA
0	03/18/21	TA	FOR CONSTRUCTION	TA
1	04/21/21	BIW	FOR CONSTRUCTION	TA
2	06/02/21	JAS	FOR CONSTRUCTION	TA
3	06/15/21	AB	FOR CONSTRUCTION	TA

STATE OF ILLINOIS  
 PHILIP J. VOEGTLE JR.  
 LICENSED STRUCTURAL ENGINEER  
 5221  
 06/15/2021

PHILIP J. VOEGTLE JR., P.E.  
 STATE OF ILLINOIS  
 PROFESSIONAL ENGINEER  
 LICENSE #81005221

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:	REVISION:
<b>C-2</b>	<b>3</b>

CITY OF DES PLAINES

ORDINANCE Z - 38 - 22

**AN ORDINANCE AMENDING THE TEXT OF THE DES PLAINES ZONING ORDINANCE REGARDING COMMERCIAL MOBILE RADIO AND WIRELESS TELECOMMUNICATIONS SERVICE FACILITIES.**

**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**, pursuant to Sections 12-8-5, 12-7-1, 12-13-3 of the Zoning Ordinance regulate commercial mobile radio and wireless telecommunications service facilities within the City (collectively, the "**Facilities Regulations**"); and

**WHEREAS**, Section 6409 of the federal Middle Class Tax Relief and Job Creation Act, 47 USCS § 1455 ("**Spectrum Act**") provides that a local government may not deny and eligible facilities request for a modification of an existing wireless tower or base station ("**Eligible Facilities Requests**") that does not substantially change the physical dimensions of the tower or base station; and

**WHEREAS**, whether or not a modification results in a substantial change to the physical dimension of the existing tower or base station is governed by the Spectrum Act and various orders issued by the Federal Communications Commission (collectively, "**Federal Law**"); and

**WHEREAS**, the City desires to amend the Facilities Regulations to clarify that the Zoning Administrator may review applications for Eligible Facilities Requests and, if the Zoning Administrator determines that the requested modifications do not substantially change the physical dimensions of the base station under Federal Law, the Zoning Administrator may approve the Eligible Facilities request administratively ("**Text Amendments**"); and

**WHEREAS**, on December 5, 2022, the City Council held a public hearing to consider the Text Amendments, which hearing was duly advertised in the *Des Plaines Journal* on November 16, 2022; and

**WHEREAS**, the City Council has considered the factors set forth in Section 12-3-7.E, titled "Standards for Amendments," of the Zoning Ordinance; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to adopt the Text Amendments and amend the Zoning Ordinance as set forth in this Ordinance;

{00129319.1}

**Additions are bold and double-underlined**; ~~deletions are struck through.~~

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 Amendment complies with the provisions of Section 12-7-4 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 **and wireless telecommunications** service facilities;

\* \* \*

**SECTION 4. COMMERCIAL MOBILE RADIO SERVICE FACILITIES.** Section 12-8-5, titled "Commercial Radio Service Facilities," of Chapter 8, titled "Accessory, Temporary, and Specific Use Regulations," of the Zoning Ordinance is hereby amended to read as set forth on *Exhibit A*, attached to and, by this reference, made a part of this Ordinance.

**SECTION 5. DEFINITION OF TERMS.** Section 12-13-3, titled "Definition of Terms," of Chapter 13, titled "Definitions," of the Zoning Ordinance is hereby amended as follows:

**"12-13-3: DEFINITION OF TERMS:**

\* \* \*

COMMERCIAL MOBILE RADIO **AND WIRELESS TELECOMMUNICATIONS SERVICE FACILITY:** An unmanned facility consisting of antennas, equipment, and equipment storage shelter used for the reception, switching, and/or transmission of wireless telecommunications including, but not limited to, paging, enhanced specialized mobile radio, personal communication services, cellular telephone, and similar technologies. A commercial mobile radio service facility may either be freestanding, roof mounted, or building mounted. (See section 12-8-5, "Commercial Mobile Radio **and Wireless Telecommunications** Service Facilities", of this title.)

\* \* \*

{00129319.1}

**Additions are bold and double-underlined;** ~~deletions are struck through.~~

**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 the Zoning Code Regarding Cannabis Infusers in M-1 Zoning District

{00129319.1}

**Additions are bold and double-underlined;** ~~deletions are struck through.~~



## EXHIBIT A

### 12-8-5: COMMERCIAL MOBILE RADIO AND WIRELESS TELECOMMUNICATIONS SERVICE FACILITIES:

Commercial mobile radio and wireless telecommunications service facilities shall meet the following requirements:

#### A. General Requirements:

1. Application for the installation of a commercial mobile radio service facility, which for the purposes of this section shall include wireless telecommunications service facilities, shall be filed with the zoning administrator, on forms so provided, and in accordance with the requirements of section 12-3-1, "Applications and Hearings", of this title.

#### 2. Eligible Facilities Requests:

a. Modifications to existing commercial mobile radio service facilities that are "eligible facilities requests" and do not substantially change the physical dimensions of the existing tower or base station, in accordance with and pursuant to the Spectrum Act, see Section 6409a of the Middle Class Tax Relief and Job Creation Act, USCS § 1455, are not subject to the location requirements, maximum height regulations, site plan review requirements, or conditional use permit requirements set forth in this section.

b. The Zoning Administrator will review a complete application for a modification to existing mobile radio service facilities claiming status as "eligible facilities requests" within 60 days of its submission. If the Zoning Administrator determines that the application qualifies as an "eligible facilities request" and does not substantially change the physical dimensions of the existing tower or base station, the Zoning Administrator may approve the application administratively, provided the application complies with the design criteria set forth in this section.

3.2 Commercial mobile radio service facilities and their associated accessory uses may be either freestanding, roof mounted, or building mounted. Commercial mobile radio service facilities may be permitted on a zoning lot as a secondary principal use. The primary principal use on the property must be in existence prior to the establishment of the commercial mobile radio service facility.

4.3 Commercial mobile radio service facilities permitted as of right by subsection G of this section, shall be subject to site plan review pursuant to section 12-3-2, "Site Plan Review", of this title.

5.4 Commercial mobile radio service facilities allowed conditionally by subsection G of this section, shall be subject to the requirements for conditional use permits as set forth in section 12-3-4, "Conditional Uses", of this title.

6.5 Where a commercial mobile radio service facility becomes abandoned, obsolescent, or ceases to be used, except in relation to acts of God, it shall be taken down and removed from the premises by the owner of the facility, or its agents, or the person having control of the premises on

{00129319.1}

Additions are bold and double-underlined; ~~deletions are struck through.~~

which the facility is located within six (6) months of a finding by the zoning administrator of its abandonment, obsolescence, or cessation of use.

B. Location Requirements:

1. 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.

2. 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.

3. Freestanding commercial mobile radio service facilities and their related accessory structures when located on a site as a secondary principal use shall be located behind the rear of the structure housing the primary principal use. Vehicle access to the tower and related accessory structure shall not interfere with the parking or vehicular circulation provided for the primary principal use.

C. Collocation:

1. The city encourages collocation of commercial mobile radio service facilities on existing or planned commercial mobile radio service facilities in order to achieve the most efficient use of land within the community. Therefore, owners, lessees, or employees thereof shall cooperate in good faith with other wireless communication providers to achieve the collocation of commercial mobile radio service facilities.

2. Where collocation is not utilized in establishing a commercial mobile radio service facility, an applicant shall be required to demonstrate that the proposed site is of practical necessity and that an existing facility is either unavailable or cannot provide the necessary coverage over the proposed service area.

D. Design Criteria:

1. Commercial mobile radio service facilities may be either freestanding, roof mounted, or building mounted. For the purposes of this section, the location of a commercial mobile radio service facility on municipal water towers shall be allowed and considered to fall in the category of roof mounted facilities, however, the commercial mobile radio service facility may not extend more than ten feet (10') above the top of the municipal water tower.

2. Commercial mobile radio service facilities shall be designed to be compatible with neighboring buildings and uses. Efforts shall be taken when locating commercial mobile radio service facilities to preserve or enhance the existing character of a site's topography and vegetation.

3. Commercial mobile radio service facilities shall be painted to blend or match with a host building or the environment. The facility shall be of a single color, having a flat, matte, nongloss, nonfluorescent finish. The color scheme for the facility shall be subject to the approval of the zoning administrator.

4. Screening techniques such as landscaping, berming, screening, and fencing shall be incorporated into each site as deemed appropriate.

{00129319.1}

**Additions are bold and double-underlined;** ~~deletions are struck through.~~

5. No advertising, logos, or corporate symbols shall be permitted on any commercial mobile radio service facility or any building or structure accessory thereto.

E. Construction Requirements:

1. Applications for the installation of commercial mobile radio service facilities shall be required to include documentation that the facility is designed in accordance with the city's building code, in addition to all state and federal laws and regulations concerning aviation safety. **Applications for modifications to existing commercial mobile radio service facilities that are “eligible facilities requests” pursuant to the Spectrum Act, see Section 6409a of the Middle Class Tax Relief and Job Creation Act, USCS § 1455, must submit sufficient information and documentation to demonstrate that the request is an “eligible facilities request” and the proposed facilities do not result in a substantial change to the physical dimensions of the existing tower or base station, in accordance with the Spectrum Act.**

2. Every commercial mobile radio service facility shall be fully automated. No employee of the communication provider shall be stationed at the site, except for the completion of periodic maintenance.

3. Every application for the installation of commercial mobile radio service facility shall include documentation that the owner of the property has granted, by agreement, use of the property for the proposed facility.

4. Buildings or structures accessory to commercial mobile radio service facilities shall be compatible with the surrounding built or natural environment. An accessory building or structure shall not exceed a height of fifteen feet (15'), nor exceed a size of four hundred fifty (450) square feet.

5. Where a freestanding commercial mobile radio service facility is located on a site as a principal use or a secondary principal use, a fence of eight feet (8') in height shall be required to encompass the freestanding tower and any associated accessory building or structure.

F. Height Requirements: Commercial mobile radio service facilities shall be exempt from the height requirements set forth in each district established under chapter 7, "Districts", of this title. Maximum height requirements for commercial mobile radio service facilities shall be as follows:

Type Of Structure	Height
Freestanding facilities	100 feet in the manufacturing districts and 50 feet in the commercial districts <sup>2</sup>
Roof or building mounted	15 feet above the existing height of the building or structure <sup>1,2</sup>

Note:

1. For municipal water towers see subsection D1 of this section.

**2. The maximum height requirements do not apply to modifications to existing commercial mobile radio service facilities that qualify as “eligible facility requests” and do not result in a substantial change to the dimensions of the tower or base station, pursuant to**

{00129319.1}

**Additions are bold and double-underlined;** ~~deletions are struck through.~~

**and in accordance with the Spectrum Act, see Section 6409a of the Middle Class Tax Relief and Job Creation Act, USCS § 1455.**

G. District Requirements: The following districts shall allow for commercial mobile radio service facilities<sup>1,2</sup>:

Location Of Tower	Type Of Structure		
	Freestanding	Freestanding (Secondary Principal Use)	Roof Or Building Mounted
Districts			
Residential:			
R-4 central core residential	-	-	C
Commercial:			
C-1 neighborhood shopping	-	-	C
C-2 limited office commercial	-	C	C
C-3 general commercial	-	C	P
C-4 regional shopping	-	C	P
C-5 central business	-	-	P
Manufacturing:			
M-1 limited manufacturing	C	P	P
M-2 general manufacturing	C	P	P
M-3 special manufacturing	C	P	P
Special:			
I-1 institutional	-	C	P

P	Permitted as of right, subject to site plan review (section <a href="#">12-3-2</a> , "Site Plan Review", of this title). <sup>1,2</sup>
C	Conditionally allowed, subject to a conditional use permit (section <a href="#">12-3-4</a> , "Conditional Uses", of this title). <sup>1,2</sup>

**Note:**

**1. The Zoning Administrator may administratively approve modifications to existing mobile radio service facilities with an approved conditional use permit that qualify**

{00129319.1}

**Additions are bold and double-underlined;** ~~deletions are struck through.~~

**as “eligible facilities requests” and do not result in a substantial change to the dimensions of the tower or base station, pursuant to, and in accordance with, the Spectrum Act, see Section 6409a of the Middle Class Tax Relief and Job Creation Act, USCS § 1455.**

**2. Modifications to existing mobile radio service facilities permitted as of right that qualify as “eligible facilities requests” and do not result in a substantial change to the dimensions of the tower or base station, pursuant to, and in accordance with, the Spectrum Act, see Section 6409a of the Middle Class Tax Relief and Job Creation Act, USCS § 1455, are not required to obtain site plan approval.**

{00129319.1}

**Additions are bold and double-underlined;** ~~deletions are struck through.~~



CITY MANAGER'S OFFICE

1420 Miner Street  
Des Plaines, IL 60016  
P: 847.391.5488  
desplaines.org

MEMORANDUM

**Date:** November 15, 2022  
**To:** Mayor Goczkowski and Aldermen of the City Council  
**From:** Michael G. Bartholomew, City Manager *MB*  
**Subject:** Lobbyist Services with Raucci & Sullivan Strategies, LLC

---

**Issue:** The City seeks continued representation in Springfield on important legislative matters. The FY 2023 Budget includes funding for professional services associated with retaining lobbyists to represent the City of Des Plaines in Springfield and before other State agencies.

**Analysis:** Raucci & Sullivan Strategies, LLC will provide lobbyist services for the City on important matters affecting Des Plaines and will advocate on behalf of the City before the General Assembly, the Governor's Office, and other State Departments and agencies.

**Recommendation:** I recommend that the City retain the services of Raucci & Sullivan Strategies, LLC for the period of January 1, 2023 through December 31, 2023 at a cost of \$5,000 per month.

Attachments: Resolution R-193-22  
Exhibit A – Letter of Intent & Contractual Agreement

**CITY OF DES PLAINES**

**RESOLUTION R - 193 - 22**

**A RESOLUTION APPROVING AND AUTHORIZING THE EXPENDITURE OF FUNDS PURSUANT TO A PROPOSAL FROM RAUCCI & SULLIVAN STRATEGIES, LLC FOR INTERGOVERNMENTAL AND LEGISLATIVE ADVOCACY 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 for the procurement of advocacy services to promote and represent the City's interests to the Illinois General Assembly, office of the Illinois Governor, and other State of Illinois departments and agencies ("**Services**") during the 2023 fiscal year; and

**WHEREAS**, in accordance with Chapter 10 of Title 1 of the City of Des Plaines City Code and the City's purchasing policy, the City has determined that procurement of the Services does not require competitive bidding because the Services require a high degree of professional skill where the ability or fitness of the individual plays an important part; and

**WHEREAS**, Raucci & Sullivan Strategies, LLC ("**Consultant**") submitted a proposal ("**Proposal**") to perform the Services over a twelve-month term in the amount of \$5,000.00 per month; and

**WHEREAS**, the City desires to retain Consultant to perform the Services at the price proposed; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to approve the Proposal and retain Consultant for a twelve-month term;

**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 PROPOSAL.** The City Council hereby approves the retention of the Consultant for the Services and approves the Proposal in substantially the form attached to this Resolution as **Exhibit A**.

**SECTION 3: AUTHORIZATION TO EXPEND FUNDS.** The City Council hereby authorizes the expenditure of \$5,000.00 per month for a twelve-month term for a total not-to-exceed amount of \$60,000 pursuant to the Proposal.

**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**



**RAUCCI & SULLIVAN STRATEGIES, LLC**  
**805 Sylviawood Ave.**  
**Park Ridge, IL 60068**

**DAVE SULLIVAN**  
**President**  
**(847) 738-7341**  
**davesullivan6891@yahoo.com**

November 10, 2022

Via Email

Mayor Andrew Goczkowski  
City of Des Plaines  
1420 Miner Street  
Des Plaines, IL 60016

Dear Mayor Goczkowski:

We are excited about the opportunity to continue to work with Des Plaines. Please consider this our proposal for Raucci & Sullivan Strategies, LLC to continue to provide governmental representation to Des Plaines from January 1, 2023 through December 31, 2023.

We will provide representation on matters of importance to Des Plaines specifically related to the needs of the City as it relates to interactions with State Leaders and Policy Makers. These matters will include but not be limited to Performance of our responsibilities will involve working with the appropriate members of the Governor's staff, Legislators, Agencies and other interested parties in order to accomplish your objectives. We will strategize with you as to how best work with other interested parties regarding your project.

It is contemplated that the proper performance of our representation would involve regular telephonic and electronic communication. We are available to Des Plaines on a 24/7 basis.

We will comply with all laws concerning our representation, including registration under the Illinois Lobbyist Registration Act. We will also file the twice a month lobbyist activity reports that the law requires.

**RAUCCI & SULLIVAN STRATEGIES, LLC**

Des Plaines  
November 10, 2022  
Page Two

The term of this contract will be from January 1, 2023 to December 31, 2023. The fee for the contract is Five Thousand (\$5,000.00) Dollars per month payable upon monthly invoicing for a total of \$60,000.

If this proposal is agreeable to Des Plaines, please sign a duplicate copy of this letter and return to me.

If you should have any questions, please do not hesitate to contact me.

We look forward to working with you!

Best regards,



Dave Sullivan  
President

SIGNED:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

For: Des Plaines

DATE: November \_\_\_\_, 2022



COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: November 22, 2022

To: Michael G. Bartholomew, City Manager

From: Ryan N. Johnson, Assistant Director of Community and Economic Development *RJ*

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

Subject: H.R. Green Inc. - Plan Review and Inspection Services - Change Order

**Issue:** The Community and Economic Development (CED) Department utilizes the services of H.R. Green, Inc. (HR Green) for building inspections, plan reviews, and related services. Staff is requesting a second change order to the 2022 contract to increase the amount of the current purchase order.

**Analysis:** Effective January 1, 2022, the City entered into a contract with HR Green to perform building inspection and plan review services on an as-needed basis for CED with a not-to-exceed amount of \$40,000. Due to this year's sustained high construction activity, resulting in high demand for permits and inspections, as well as staff turnover within CED, the anticipated number of plan reviews and inspections performed by HR Green grew over initial estimates. Change Order #1 in the amount of \$75,000 was approved by City Council on July 18, 2022. Ongoing demand for building inspections and plan reviews requires further funding for the remaining months of 2022 so that staff can continue utilizing HR Green's services which will require the amount of the purchase order to increase. The majority of plan review fees charged to the City are recouped when permit applicants submit plan review payments. Staff is requesting an additional \$40,000 for the remainder of 2022.

**Recommendation:** Staff recommends the City Council approve Resolution R-198-22 approving a second Change Order to the 2022 contract with H.R. Green, Inc. for plan review and building inspection services for the new not-to-exceed amount of \$155,000.

**Attachment:**

Attachment 1: Resolution R-198-22

**Exhibits:**

Exhibit A: Change Order #2

**CITY OF DES PLAINES**

**RESOLUTION R - 198 - 22**

**A RESOLUTION APPROVING CHANGE ORDER NO. 2 TO  
A CONTRACT WITH H.R. GREEN, INC. FOR PLAN  
REVIEW AND BUILDING INSPECTION SERVICES.**

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

**WHEREAS**, on December 20, 2021, the City Council adopted Resolution No. R-206-21, approving a contract ("**Contract**") with H.R. Green, Inc. ("**Consultant**") to conduct certain plan review and inspection services for construction projects in the City ("**Services**"), which agreement expires on December 31, 2024; and

**WHEREAS**, on January 1, 2022, the City entered into the Contract with Consultant for the performance of the Services in the not-to-exceed amount of \$40,000 per fiscal year; and

**WHEREAS**, on July 18, 2022, the City Council adopted Resolution No. R-124-22 Change Order Number 1 ("**Change Order No. 1**") under the Contract for the performance of additional services in the not-to-exceed amount of \$75,000 during the 2022 fiscal year, for a total Contract amount of \$115,000 for the 2022 fiscal year; and

**WHEREAS**, the City has identified the need for Consultant to continue performing the Services pursuant to the Contract for the remainder of the 2022 fiscal year ("**Additional Services**"); and

**WHEREAS**, in accordance with Chapter 10 of Title 1 of the City Code of the City of Des Plaines and the City purchasing policy, City staff has determined that the procurement of the Additional Services does not require competitive bidding because the Additional Services require a high degree of professional skill and judgment; and

**WHEREAS**, the City and the Consultant desire to enter into Change Order Number 2 ("**Change Order No. 2**") under the Contract for the performance of the Additional Services in the not-to-exceed amount of \$40,000 during the 2022 fiscal year, for a total Contract amount of \$155,000 for the 2022 fiscal year; and

**WHEREAS**, sufficient funds have been appropriated for use during the 2022 fiscal year to procure the Additional Services in the not-to-exceed amount of \$155,000; and

**WHEREAS**, the City Council has determined that authorizing the Consultant to perform the Additional Services under the Contract pursuant to Change Order No. 2 is: (i) necessary due to an increase in permits, and reduction in staff; (ii) germane to the Contract 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 hereby incorporated into, and made a part of, this Resolution as findings of the City Council.

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

**SECTION 3: AUTHORIZATION TO EXECUTE CHANGE 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, Change Order No. 2 to the Contract.

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

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

**VOTE:** AYES \_\_\_\_ NAYS \_\_\_\_ ABSENT \_\_\_\_

\_\_\_\_\_  
**MAYOR**

ATTEST:

Approved as to form:

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

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

DP-Resolution Approving Change Order No 1 to 2022 Contract with HR Green for Inspection Services 2022

**EXHIBIT A**

**CHANGE ORDER NO. 2**

**CHANGE ORDER TO CONTRACT**

In accordance with the terms of the Contract dated January 1, 2022 between the City of Des Plaines (the “City”) and H.R. Green Inc (the “Consultant”), the Parties agree to the following Change Order to the Contract:

- 1. Change in Contracted Services:** N/A
- 2. Change in Project Schedule** (attach schedule if appropriate): On Demand/On-Call
- 3. Change in Project Completion Date:** N/A.
- 4. Change in Compensation:** Additional services in the not-to-exceed amount of \$40,000 in fiscal year 2022, for a total contract amount in the 2022 fiscal year of \$155,000.
- 5. Change in Project Specific Pricing** (if applicable). N/A

**ALL OTHER TERMS AND CONDITIONS  
OF THE CONTRACT REMAIN UNCHANGED**

**[signature page follows]**

**CITY**

**CONSULTANT**

\_\_\_\_\_  
Signature  
City Manager

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (printed or typed)

\_\_\_\_\_, 2022  
Date

\_\_\_\_\_, 2022  
Date



COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: November 22, 2022

To: Michael G. Bartholomew, City Manager

From: Ryan N. Johnson, Assistant Director of Community and Economic Development <sup>R.J.</sup>

Cc: John T. Carlisle, AICP, Director of Community and Economic Development <sup>JTC</sup>

Subject: B&F Construction Code Services - Plan Review and Inspection Services - Change Order

**Issue:** The Community and Economic Development (“CED”) Department utilizes the services of B&F Construction Code Services, Inc. (“B&F”) for building inspections, plan reviews, and related services. Staff is requesting a change order to the 2022 contract to increase the amount of the current purchase order.

**Analysis:** Effective January 1, 2022, the City entered into a contract with B&F to perform building inspection and plan review services on an as-needed basis for CED with a not-to-exceed amount of \$75,000.

Due to this year’s sustained high construction activity, resulting in high demand for permits and inspections, as well as staff turnover within CED, the anticipated number of plan reviews and inspections performed by B&F has grown over initial estimates. Staff plans to continue utilizing B&F for plan reviews and building inspections for the remainder of 2022, which will require the amount of the purchase order to increase. The majority of plan review fees charged to the City are recouped when permit applicants submit plan review payments. Staff is requesting an additional \$50,000 for the remainder of 2022.

**Recommendation:** Staff recommends the City Council approve Resolution R-199-22 approving a Change Order to the 2022 contract with B&F Construction Code Services, Inc. for plan review and building inspection services for the new not-to-exceed amount of \$125,000.

**Attachment:**

Attachment 1: Resolution R-199-22

**Exhibits:**

Exhibit A: Change Order #1



**CITY OF DES PLAINES**

**RESOLUTION R - 199 - 22**

**A RESOLUTION APPROVING CHANGE ORDER NO. 1 TO  
A CONTRACT WITH B&F CONSTRUCTION CODE  
SERVICES, INC. FOR PLAN REVIEW AND BUILDING  
INSPECTION SERVICES.**

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

**WHEREAS**, on December 20, 2021, the City Council adopted Resolution No. R-207-21, approving a contract ("**Contract**") with B&F Construction Code Services, Inc. ("**Consultant**") to conduct certain plan review and inspection services for construction projects in the City ("**Services**"), which agreement expires on December 31, 2024; and

**WHEREAS**, on January 1, 2022, the City entered into the Contract with Consultant for the performance of the Services in the not-to-exceed amount of \$75,000 per fiscal year; and

**WHEREAS**, to date, the City expects to spend more than \$75,000 for the performance of the Services by the Consultant pursuant to the Contract during the 2022 fiscal year ("**Additional Services**"); and

**WHEREAS**, in accordance with Chapter 10 of Title 1 of the City Code of the City of Des Plaines and the City purchasing policy, City staff has determined that the procurement of the Additional Services does not require competitive bidding because the Additional Services require a high degree of professional skill and judgment; and

**WHEREAS**, the City and the Consultant desire to enter into Change Order Number 1 ("**Change Order No. 1**") under the Contract for the performance of the Additional Services in the not-to-exceed amount of \$50,000 during the 2022 fiscal year, for a total amount of \$125,000 for the 2022 fiscal year; and

**WHEREAS**, sufficient funds have been appropriated for use during the 2022 fiscal year to procure the Additional Services in the not-to-exceed amount of \$125,000; and

**WHEREAS**, the City Council has determined that authorizing the Consultant to perform the Additional Services under the Contract pursuant to Change Order No. 1 is: (i) necessary due to an increase in permits, and reduction in staff; (ii) germane to the Contract 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 hereby 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 to the Contract in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel.

**SECTION 3: AUTHORIZATION TO EXECUTE 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 to the Contract.

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

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

**VOTE:** AYES \_\_\_\_ NAYS \_\_\_\_ ABSENT \_\_\_\_

\_\_\_\_\_  
**MAYOR**

ATTEST:

Approved as to form:

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

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

DP-Resolution Approving Change Order No 1 to 2022 Contract with B&F Construction Code Services, Inc. for Inspection Services 2022

**EXHIBIT A**

**CHANGE ORDER NO. 1**

**CHANGE ORDER TO CONTRACT**

In accordance with the terms of the Contract dated January 1, 2022 between the City of Des Plaines (the “*City*”) and B&F Construction Code Services, Inc. (the “*Consultant*”), the Parties agree to the following Change Order to the Contract:

1. **Change in Contracted Services:** N/A
2. **Change in Project Schedule** (attach schedule if appropriate): On Demand/On-Call
3. **Change in Project Completion Date:** N/A.
4. **Change in Compensation:** Additional services in the not-to-exceed amount of \$50,000 in fiscal year 2022, for a total contract amount in the 2022 fiscal year of \$125,000.
5. **Change in Project Specific Pricing** (if applicable). N/A

**ALL OTHER TERMS AND CONDITIONS  
OF THE CONTRACT REMAIN UNCHANGED**

**[signature page follows]**

**CITY**

**CONSULTANT**

\_\_\_\_\_  
Signature  
City Manager

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (printed or typed)

\_\_\_\_\_, 2022  
Date

\_\_\_\_\_, 2022  
Date



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: November 22, 2022

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

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

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

Subject: City Parking Pay Station Upgrades

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**Issue:** The approved 2022 City budget includes funds for the replacement and upgrades of the parking pay stations.

**Analysis:** The parking pay stations were installed in 2013 and have reached their useful life. Due to the age of the internal components, replacement parts are difficult to obtain. Five of the units can be upgraded and two units need full replacement. The upgraded machines will offer more options to commuters including “pay by plate” technology, and additional options of online pay and multi-day payments in specified locations. Additionally, the new system will ultimately integrate with the Police Department’s software to streamline parking enforcement.

We contacted Total Parking Solutions, the City’s current vendor and regional supplier of parking pay stations, and they have provided proposals to upgrade and replace the specified equipment in the total amount of \$43,250.

**Recommendation:** We recommend, in the best interest of the City, that the City Council approve the Parking Pay Station Upgrades in the amount of \$43,250.00 to Total Parking Solutions, 2721 Curtiss Street, Downers Grove, IL, 60515. This expenditure will be paid with budgeted Parking Funds.

**Attachments:**  
Resolution R-200-22  
Exhibit A – Total Parking Solutions Proposals

**CITY OF DES PLAINES**

**RESOLUTION R - 200 - 22**

**A RESOLUTION APPROVING AN AGREEMENT WITH TOTAL PARKING SOLUTIONS FOR REPLACEMENT OR UPGRADE OF THE MULTI-SPACE PAY STATION MACHINES.**

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

**WHEREAS**, in 2013, the City Council approved the purchase and installation of public parking pay station machines ("**Pay Station Machines**") throughout the City from Total Parking Solutions ("**Vendor**"); and

**WHEREAS**, the Pay Station Machines have reached the end of their useful lives and are in need of replacement or upgrades; and

**WHEREAS**, the City has appropriated funds for the replacement of two of the Pay Station Machines at the Cumberland Train Station parking lot and the upgrade of hardware and software on the five existing Pay Station Machines at certain commuter parking lots in downtown Des Plaines, and for related services (collectively, "**Equipment**"), during the 2022 fiscal year; and

**WHEREAS**, pursuant to Chapter 10 of Title 1 of the City Code and the City's purchasing policy, the City has determined that the procurement of the Equipment from Vendor does not require competitive bidding because the Vendor is the sole regional supplier of the Equipment; and

**WHEREAS**, Vendor submitted a proposal in the amount of \$43,250 for the Equipment; and

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

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

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

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

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

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

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

**PASSED** this \_\_\_ day of \_\_\_\_\_, 2022.

**APPROVED** this \_\_\_ day of \_\_\_\_\_, 2022.

**VOTE:** AYES \_\_\_\_\_ NAYS \_\_\_\_\_ ABSENT \_\_\_\_\_

\_\_\_\_\_  
**MAYOR**

Approved as to form:

ATTEST:

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

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



Total Parking Solutions Inc.

**City of Des Plaines (Downtown)  
Flowbird MPC to CWT Parking Terminal  
Conversion Proposal  
October 31<sup>st</sup>, 2022**

**Scope of Work**

Supply and install Flowbird conversion kits upgrading four (4) Flowbird MPC(A/C) compact terminals to Flowbird CWT S4 Plus terminals that are currently owned by the City of Des Plaines.

Includes full upper door, main board, printer, card reader, coin acceptor, 9” color touchscreen display:

Conversion Kits (4) \$ 16,480.00

Installation, programing, graphics Included

**Total** **\$ 16,480.00**

**TERMS AND CONDITIONS**

Payment Terms 100% billable upon delivery.  
Delivery/ installation typically 5 to 6 weeks after order is placed.

*Please sign below and fax to 630-241-1985 to initiate order*

Proposed by:

Accepted by:

**Jesse L. Zawacki**  
*Account Specialist*

\_\_\_\_\_

Signature

\_\_\_\_\_

Title

\_\_\_\_\_

Date





Total Parking Solutions Inc.

**City of Des Plaines (Metro Square)  
Flowbird MPC to CWT Parking Terminal  
Conversion Proposal  
October 31<sup>st</sup>, 2022**

**Scope of Work**

Supply and install a Flowbird conversion kit upgrading one (1) Flowbird MPC(A/C) compact terminal to a Flowbird CWT S4 Plus terminal that is currently owned by the City of Des Plaines.

Includes full upper door, main board, printer, card reader, coin acceptor, 9” color touchscreen display:

Conversion Kit (1)	\$ 4,120.00
Reprogramming of existing CWT owned by the City of Des Plaines	Included
Installation, programing, graphics	Included
<b><u>Total</u></b>	<b><u>\$ 4,120.00</u></b>

**TERMS AND CONDITIONS**

Payment Terms 100% billable upon delivery.  
Delivery/ installation typically 5 to 6 weeks after order is placed.

*Please sign below and fax to 630-241-1985 to initiate order*

Proposed by:

Accepted by:

**Jesse L. Zawacki**  
*Account Specialist*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



Total Parking Solutions Inc.

**City of Des Plaines (Cumberland)  
Parking Equipment Proposal  
November 2<sup>nd</sup>, 2022**

**Equipment**

2	Cale CWT S4 Plus Touchscreen Terminals <i>Coin, Card and Bills</i>	\$ 22,400.00
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Cabinet stainless steel construction - black, 18-amp battery, includes card reader, CashCode bill acceptor, 1,000 note capacity canister, spare note and coin canisters, 400w a/c heater, fully programmable 9" anti-glare touch screen display, vandal resistant Lexan protected, 4G modem and antennae, one roll receipt paper, instruction graphics, installation hardware, one year warranty on parts and service, shipping F.O.B. City of Des Plaines.

Reprogramming of existing CWT owned by the City of Des Plaines	Included
--	----------

Installation, terminal mounting, and activation	\$ 250.00
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<b>Total Equipment and installation</b>	<b><u>\$ 22,650.00</u></b>
---	----------------------------

**Cale "WebOffice" Central Management System**

Provides cellular communication for:

- Real time credit card payment processing, PCI compliant
- Alarms and warnings sent via SMS text or e-mail to owner and/or service technician
- Remote access to maintenance, statistical and financial reporting (built-in report generator can export data as Excel or PDF files)
- Remote enforcement via web-enabled device (i.e., Iphone, Droid, Ipad, laptop)
- Pay by phone integration

**\$ 80.00 per terminal per month**

**\$ 960.00 per terminal annually**

**Service and Maintenance**

Year one	Included
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Year two	\$ 1,560.00 per unit
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Service and maintenance includes all parts and labor, quarterly preventive maintenance inspection and cleaning visits per year. No limit on service calls during normal business hours.

<b>Per Terminal \$1,560.00 per year</b>	<b><u>\$ 3,120.00 annually</u></b>
---	------------------------------------

TERMS AND CONDITIONS

<i>Delivery</i>	<i>typically 10 to 12 weeks after order F.O.B. job site</i>
<i>Payment Terms</i>	<i>50% due upon placement of order, balance due upon completion of installation</i>
<i>Notes</i>	<i>For AC powered, 120-volt power must be provided to point of terminal mounting, does not include any necessary concrete work</i>

Proposed by:

Total Parking Solutions, Inc.



**Jesse Zawacki**  
*Account Specialist*

Accepted by:

\_\_\_\_\_

Date

\_\_\_\_\_

Title



**PUBLIC WORKS AND  
ENGINEERING DEPARTMENT**

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

**MEMORANDUM**

**Date:** November 22, 2022  
**To:** Michael G. Bartholomew, MCP, LEED-AP, City Manager  
**From:** Dave Schilf, Superintendent of Utilities  
Timothy Watkins, Assistant Director of Public Works and Engineering *TW*  
**Cc:** Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering  
**Subject:** Maple Street Pumping Station, Pump Purchase

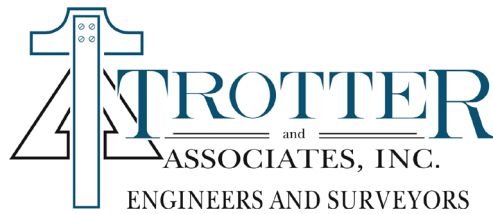
**Issue:** The approved 2022 City budget includes funds for the replacement of the five pumps at the Maple Street Pumping Station.

**Analysis:** The pumps at the Maple Street Pumping Station were installed in the 1960s and have reached the end of their useful life. Due to supply chain issues and to reduce costs, we obtained proposals to pre-purchase five vertical turbine pumps (each rated at 3,500 gallons per minute) for this project. Pre-purchasing equipment reduces contractors’ markups and contract times for the actual installation. Four proposals for this purchase were received on October 7, 2022 and are shown below:

<b>Bidder/Manufacturer</b>	<b>Total Price</b>	<b>Submittal Time</b>	<b>Delivery Time</b>
Trillium Flow Technologies	\$389,535.00	10 Weeks	46 Weeks
Flowserve/Byron Jackson	\$428,315.00	10 Weeks	22 Weeks
Reliable Pump/National	\$612,420.00	10 Weeks	22 Weeks
Xylem/Flygt	\$625,894.00	10 Weeks	32 Weeks

**Recommendation:** Due to the extended deliver time from Trillium Flow Technologies, we recommend, in the best interest of the City, that the City Council approve the Maple Street Pump purchase contract in the amount of \$428,315.00 from Flowserve Corporation, 5215 N. O’Connor Blvd., Irving, Texas, 75039. This expenditure will be paid with budgeted Water/Sewer Funds.

**Attachments:**  
Attachment 1 – Trotter Recommendation  
Resolution R-201-22  
Exhibit A – Contract with Flowserve



10/26/2022

From: Mark Sikora, P.E.  
Senior Vice President  
Trotter and Associates, Inc.  
40W201 Wasco Rd. Suite C  
St. Charles, IL 60175

To: Timothy Watkins  
Assistant Director of Public Works & Engineering  
City of Des Plaines  
1111 Joseph Schwab Road, Des Plaines, IL 60016

On October 7, the City of Des Plaines received responses to requests for proposals to supply pumping equipment for the City of Des Plaines Maple Street Pumping Station Pump Replacements project. Four proposals were received, with the proposal information tabulated below.

Bidder/Manufacturer	Total Price	Submittals	Delivery
Trillium Flow Technologies	\$389,535.00	10 wks	46 wks
Flowserve/Byron Jackson	\$428,315.00	10 wks	22 wks
Reliable Pump/National (Gorman Rupp)	\$612,420.00	10 wks	22 wks
Xylem/Flygt	\$625,894.00	10 wks	32 wks

Trillium Flow Technologies had the lowest proposal price at \$389,535.00, however the delivery lead time was a concern. Trillium was contacted to discuss the possibility of shortening the delivery lead time. Trillium responded that submittal lead time had increased to 12 weeks, and delivery lead time could potentially be reduced to 42 weeks, for a net reduction of 2 weeks.

The next lowest proposal price was received from Flowserve/Byron Jackson at \$428,315.00. Flowserve stated submittal lead time is 10 weeks with delivery lead time of 22 weeks.

The proposals for both Trillium and Flowserve were reviewed with respect to the required operating conditions and efficiencies and both were found to be acceptable. TAI therefore is able to recommend either Trillium or Flowserve for this project. The city should consider the stated delivery times and pricing when considering which manufacturers proposal to accept.

Please feel free to contact me with any questions or contact you may have.

Sincerely,

Mark R. Sikora, P.E.  
Senior Vice President

**CITY OF DES PLAINES**

**RESOLUTION R - 201 - 22**

**A RESOLUTION APPROVING AN AGREEMENT WITH FLOWSERVE CORPORATION FOR THE PURCHASE OF PUMPS FOR THE MAPLE STREET PUMPING STATION.**

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

**WHEREAS**, the City has sufficient funds in the Water/Sewer Fund for use by the Department of Public Works and Engineering during the 2022 fiscal year for the purchase of five vertical turbine pumps with 3,500 gallons-per-minute capacity (collectively, "**Pumps**"); and

**WHEREAS**, pursuant to Chapter 10 of Title 1 of the City of Des Plaines City Code ("**City Code**") and the City's purchasing policy, City staff requested proposals for the purchase of the Pumps; and

**WHEREAS**, the City received four proposals, which were received on October 7, 2022; and

**WHEREAS**, Flowserve Corporation ("**Vendor**") submitted the lowest responsible proposal for the purchase of Pumps in the amount of \$428,315; and

**WHEREAS**, the City desires to enter into an agreement with Vendor for the purchase of the Pumps in the not-to-exceed amount of \$428,315 ("**Agreement**"); and

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

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

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

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

**SECTION 3: APPROVAL OF AGREEMENT.** The City Council approves the Agreement in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel.

**SECTION 4: AUTHORIZATION TO EXECUTE AGREEMENT.** The City Council authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, the final Agreement.

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

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

**VOTE:** AYES \_\_\_\_ NAYS \_\_\_\_ ABSENT \_\_\_\_

\_\_\_\_\_  
**MAYOR**

ATTEST:

Approved as to form:

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

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

DP-Resolution Approving Purchase of Pumps for Maple St Pumping Station from Flowserve Corp

CITY OF DES PLAINES

CONTRACT FOR PRICING AND DELIVERY OF
MAPLE PUMP STATION - PUMP REPLACEMENTS
PER SPECIFICATIONS

Full Name of Vendor Flowserve US, Inc.
Principal Office Address 5212 North O'Connor Boulevard, Suite 700, Irving, TX 75039
Local Office Address 1341 W. 2nd Street, Hastings, NE 68901
Contact Person Rod Kitten Telephone Number 402-461-2747

TO: City of Des Plaines
1420 Miner Street
Des Plaines, Illinois 60016
Attention: Rob Greenfield

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

1. Contract to Deliver Products

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

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

B. Performance Standards. The Vendor agrees that the Products will comply strictly with the Specifications, attached to and made a part of this Contract as Exhibit A, and accordance with the Vendor's proposal, attached to and made a part of this Ordinance as Exhibit B. If this Contract specifies a Product by brand name or model, that specification is intended to reflect the required performance standards and standard of excellence that {00129088.3}

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

C. Inspection/Testing/Rejection. The City shall have the right to inspect all or any part of the Products prior to final acceptance, and if, in the City's judgment, all or any part of the Products is defective or damaged or fails to conform strictly to the requirements of this Contract, then the City, without limiting its other rights or remedies, may, at its discretion, reject such Products and require Bidder to correct or replace such Products in accordance with the warranty provisions in Article 6.

2. Pricing

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

Table with 4 columns: Product Item No., Description of Product, Quantity of Product, Unit Price of Product. Row 1: 1, Vertical Turbine Pumps -3500 GPM, 5, \$80,663 each x 5 = \$403,315.00. Row 2: 2, Pump Startup Services, 5, \$3,200/day start-up service x 5 plus \$9,000/day training x 1 = \$25,000.00

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



428,315 Dollars and 00Cents (in figures only)

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

1. All prices stated in the Pricing section are firm and shall not be subject to escalation or change provided that City approves and releases the plans and specifications for the Products to manufacture within five (5) months of the issuance of this Contract;
2. The City is not subject to state or local sales, use, and excise taxes, and no such taxes are included in the Pricing section, and that all claims or rights to claim any additional compensation by reason of the payment of any such tax are hereby waived and released;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Products are included in the Pricing; and

C. Time of Payment

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

Milestone invoice schedule:

- 10% upon approval of submittals necessary to begin manufacturing
- 40% upon placement of order for major castings
- 40 % upon notice that the Products are ready to ship
- 10% upon successful start-up and acceptance by the City, however in no event later than 90 days after delivery of the Products.

The City will pay the Vendor all undisputed amounts no later than 45 days after receipt by the City of each invoice.

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

3. Contract Time

The Vendor shall deliver the Products to the City at the Delivery Address not later than 22 weeks after the submittal package is approved by the City and Flowserve can proceed with manufacturing (including ordering of all buyout components, etc.)

("Delivery Date"). Without waiving any other remedies available to the City under this Contract, if the {00129088.3}

Vendor delivers the Products to the City more than 7 days after the Delivery Date specified in Attachment A, then the total Contract Price shall be reduced by a late penalty of one percent for every seven-day period that elapses within the period of time beginning on the day after the Delivery Date and ending on the actual date that the Vendor delivers the Products to the City. Such late penalty shall not exceed 10% of the Contract Price of the delayed Products. Liquidated damages shall represent the Vendor's sole financial liability and City's sole and exclusive financial remedy for late delivery. If the Products are delayed more than a total of 20 weeks, the City may terminate this Contract without penalty or costs due to Vendor.

4. Financial Assurance

A. Indemnification. The Vendor shall indemnify, save harmless, and defend the City against all damages, liability, claims, losses, and expenses (including reasonable attorneys' fees) that may result in bodily injury to or death of any persons and direct loss of or damage to property, arising out of the use of the Product, to the extent of Vendor's negligence, willful misconduct, or fault. Vendor shall also defend, protect and hold harmless City and its employees from and against any liens and encumbrances affecting the Products, and the alleged violation of any third-party intellectual rights, provided, however, that the Vendor will not indemnify the City for alleged violation of intellectual property rights stemming from alterations or modifications made at the request of the City.

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

5. Firm Contract

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

6. Bidder's Representations and Warranties

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

A. The Products. All Products, and all of their components, shall be of good quality and, for a period of not less than one year after initial start-up of the Products or two years after delivery, whichever occurs first: (1) shall be free from any defects, latent or otherwise, or flaws in workmanship, materials, and Vendor's design, latent or otherwise; and (2) shall conform to the requirements of this Contract; and 3) shall be fit, sufficient, and suitable for the purposes

expressly stated in this Contract. This warranty does not extend to improper installation, operation or maintenance of Product; the effects of normal wear and tear, or of erosion, or corrosion due to operation or the environment; or repairs or alterations made by others without prior written consent. With respect to latent defects, Vendor warrants that the Products shall be free from latent defects (which are defined as a defect that was undiscoverable during the warranty period and which has a material and adverse effect on the performance or operation of the Products)” for a period of 12 months after the expiration of the original warranty period. The warranties expressed herein are exclusive and shall be in lieu any other a warranties applicable to the Products expressed or implied by law Notwithstanding anything to the contrary, Vendor’s obligation and City’s sole remedy under this warranty period is repair, replacement or/and re-performance, by mutual agreement. City shall provide Vendor free and clear access to any Products being repaired or replaced. All removal and reinstallation of the Product shall be performed by City at the Vendor’s expense, provided that reimbursement from Vendor to the City for such removal and reinstallation shall in no event exceed ten percent (10%) of the Contract price.

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

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

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

## 7. Acknowledgements

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

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

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

C. Remedies. Where a remedy is specified in the Contract as the sole remedy for an occurrence, such remedy shall be the exclusive remedy for such occurrence. In all other instances, each of the rights and remedies reserved to the City in this Contract are cumulative and additional to any other or further remedies provided in law or equity or in this Contract, provided there is no double penalty for the same damages.

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

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

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

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

I. Assignment. Neither this Contract, nor any interest herein, shall be assigned or subcontracted, in

whole or in part, by the Vendor except upon the prior written consent of the City.

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

K. Termination for City's convenience: Where the Contract is terminated by City for its convenience, Vendor shall be entitled to payment for documented costs already incurred at the time of termination including reasonable and necessary charges from third parties incurred by Vendor in terminating the Contract.

L Suspension/Customer delays: If City wants Vendor to suspend the work, it shall be liable to Vendor for all reasonable and documented costs incurred by Vendor during the suspension, which shall include, but not be limited to, storage, mobilization and insurance. No suspension may exceed 30 consecutive days or 45 days in the aggregate, after which Vendor may elect to cancel the agreement for City's convenience. If City requests delayed delivery of Product, beyond 30 days of

scheduled delivery, City agrees to (i) take title and risk of loss of such Product, and (ii) make arrangements for storage of such Product with the Vendor or other party. Vendor's invoice, which is contractually based on shipment, shall be issued upon Vendor's readiness to ship the Product.

M. Limitation of liability/Exclusion of Consequential Damages. Notwithstanding anything to the contrary, the remedies set forth herein are exclusive, and the total liability of the Parties with respect to this Contract, or any breach thereof, whether based on contract, warranty, tort (including negligence), indemnity, strict liability or otherwise, shall not exceed the Contract Price of the specific equipment or service which gives rise to the claim. In no event, whether arising before or after completion of its obligations under the Contract, shall either party be liable to the other for indirect, consequential, special, incidental, punitive or penal damages of any kind (including but not limited to loss of use, revenue or profits, inventory or use charges, cost of capital, or claims of customers).

DATED this 14th day of September 2022.

Vendor's Status: (X) Delaware Corporation ( ) \_\_\_\_\_ Partnership ( ) \_\_\_\_\_ Individual Proprietor  
 (State) (State)

Vendor's Name: Flowserve Corporation

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

Signature of Vendor or Authorized Agent: See below

(corporate seal) (if corporation)



Printed Name: David Donnelly

Title/Position: Director, NAM Commercial Operations

Vendor's Business Address: 5215 N. O'Connor Blvd. Irving, TX 75039

Vendor's Business Telephone: 972-443-6500 Facsimile: \_\_\_\_\_

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

NAME	TITLE	ADDRESS
Scott Rowe	President & Chief Executive Officer	5215 N. O'Connor Blvd. Irving, TX 75039
Elizabeth Burger	Chief Human Resources Officer	5215 N. O'Connor Blvd. Irving, TX 75039
Lamar Duhon	President, Aftermarket Services	5215 N. O'Connor Blvd. Irving, TX 75039
Keith Gillespie	SVP, Chief Sales Officer	5215 N. O'Connor Blvd. Irving, TX 75039
Susan Hudson	SVP, Chief Legal Officer	5215 N. O'Connor Blvd. Irving, TX 75039
Tamara Morytko	President, Flowserve Pump Division	5215 N. O'Connor Blvd. Irving, TX 75039
Amy Schwetz	SVP, Chief Financial Officer	5215 N. O'Connor Blvd. Irving, TX 75039
Scott Vopni	VP, Chief Accounting Officer	5215 N. O'Connor Blvd. Irving, TX 75039
Kirk Wilson	President, Flow Control Division	5215 N. O'Connor Blvd. Irving, TX 75039

**ACCEPTANCE**

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

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

**CITY OF DES PLAINES**

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

Printed name: Michael G. Bartholomew

Title: City Manager

**City of Des Plaines  
Maple Pump Station - Pump Replacements**

**Estimated Lead Times**

	<b># Weeks</b>
Submittals	10 from receipt of acceptable Contract
Delivery of Pumps	22 from City's approval of the design plans and release to manufacture

## FIRE DEPARTMENT



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

## MEMORANDUM

Date: November 16, 2022

To: Michael G. Bartholomew, City Manager

From: Daniel Anderson, Fire Chief *DA*  
Sam Foster, Deputy Fire Chief *SF*

Subject: Service agreement with Brycer, LLC

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**Issue:** The Fire Prevention Division (“Division”) is required to maintain inspection records for the inspection, testing and maintenance of all fire protection systems in the City. These records are typically paper copies which are then placed in files or scanned into separate folders. The process of managing this system and ensuring compliance with submittal consumes a significant amount of time and may impact issuing business licenses.

**Analysis:** The Division is required to ensure that compliance with fire protection systems has occurred in every business that has either a fire alarm system or standpipe/sprinkler system. Each business is required to have their systems tested annually and provide that information to the Division. Each system has a test record generated indicating pass or failure that must be filed with the Division as part of the annual fire inspection process. Systems that fail are required to provide confirmation of repairs and a successful system test.

As the current system is generally completed with paper copies, there is a significant opportunity for failure of businesses or testing companies to provide the Division with the required documentation. This results in additional personnel hours to follow up and reinspect.

The Division was tasked with looking at process enhancements that will improve the inspection process for the City as well as the business. The Division has identified Brycer, LLC (“Brycer”), who specializes in receiving reports from alarm companies in an electronic format and provide access for public safety agencies to have access to all testing records. Additionally, this vendor will notify the property when a test is coming due as well as any deficiencies on a recent test.

Brycer assesses a fee to the fire protection service provider that submits the report. The fire protection service provider, in most cases, already has a service fee included in their costs to the property for the inspection and testing services. There is no cost to the City for this service.

**Recommendation:** Staff recommends the City Council approve the agreement with Brycer, LLC at no cost to the City.

**Attachments:**

Attachment 1 - FPB Recommendation Memorandum

Attachment 2 - Brycer, LLC Implementation Plan

Resolution - R-202-22

Exhibit A - Brycer, LLC Proposal



## MEMORANDUM

Date: 11/01/2022

To: Deputy Chief Sam Foster

From: Division Chief David Schuman

Cc: Fire Chief Dan Anderson, Deputy Chief Matt Matzl

Subject: 3<sup>rd</sup> Party Inspection, Testing, and Maintenance Reporting (Brycer)

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The Des Plaines Fire Prevention Bureau is proposing the City of Des Plaines utilize a 3<sup>rd</sup> party vendor for management of the Inspection, Testing, and Maintenance (ITM) reports of all fire protection systems in Des Plaines. Des Plaines adopted codes require periodic ITM for all installed fire protection systems.

### Savings

Currently inspectors must track down, review, follow-up on deficiencies, and paper file ITM reports annually. Annually 22% of all businesses with a fire protection system fail their annual inspection in part due to not having a current ITM report on file. Reviewing reports can take anywhere from 5-10 minutes resulting in 15 -31 days per year spent reviewing and filing for reports. Time required increases when:

- Reports are submitted multiple times
- The responsible party has changed
- A corporation owns the property

Once reports are collected, the 3<sup>rd</sup> party vendor reviews and logs them into an ITM platform. This platform is web-based and will be accessible to all inspectors in the office and by iPad in the field. In addition to the collection of the ITM reports, the vendor will notify the property owner when the annual ITM is due, when the ITM Inspection is past due, and when deficiencies were noted on an ITM report and repairs are required.

### Cost

- No cost to the City of Des Plaines
- The 3<sup>rd</sup> party vendor assesses a small fee to the fire protection service provider who submits the report, in most cases these service providers have already built in an electric filing fee whether a jurisdiction uses a 3<sup>rd</sup> party ITM vendor or not
- No charge to building owners
- Fees are typically \$17 per report

A 3<sup>rd</sup> party ITM provider will reduce false alarm activity, drive code compliance, and provide a safer community. Some additional benefits include:

- Increases the efficiency of FPB time - allows inspectors to focus on fire and life safety risks as opposed to the collection and resolution of ITM reports
- Provides verification that ITM systems are serviced and maintained in a timely manner
- Access to analytics & data
- Enhance service by understanding common issues with ITM practices
- Decrease the number of violations cited
- Provides a credit on the next ISO audit
- Built to ensure a safer environment for firefighters, residents, and guests of the community

Brycer has been selected by the Fire Prevention Bureau as the third-party administrator. With your approval, I can have this system in place by January 1, 2023. Please let me know if you need anything further.

# THE COMPLIANCE ENGINE IMPLEMENTATION PLAN

POWERED BY **BRYCER**

*City of Des Plaines*

BRYCER LLC.

THE COMPLIANCE ENGINE 4355 Weaver Pkwy. St 230. Warrenville, IL 60555

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## THE COMPLIANCE ENGINE

The Compliance Engine is a simple, internet-based tool for code officials to track and drive code compliance, reduce false alarm activity, and provide a safer community. It provides a secure cloud environment in which third party contractors that inspect, test, and maintain fire protections systems, submit their reports via Brycer's web portal direct to the Fire Department, facilitating a more efficient review, tracking, and follow-up process with occupants to correct deficiencies and maintain systems. In addition to the web-based technology, our services include a team to administer hard and soft copy notifications and perform follow up calls to help increase testing and maintenance activity in a given jurisdiction. The end result is a comprehensive and accurate aggregation of data around which buildings have what types of systems, when they were last tested, and if there are any open deficiencies that could jeopardize their successful deployment in the event of an incident. With The Compliance Engine, the AHJ (Authority Having Jurisdiction) will be better equipped to do more with less in their mission to drive 100% code compliance with fire and life safety laws.

### **Current Landscape:**

- 40% of life safety systems go uninspected or maintained every year
- 32.5% of false alarms are due lack of maintenance and testing
- 29% of fire code official's time is spent administering 3<sup>rd</sup> Party ITM reports
- 95% of AHJs do not have the resources to enforce their adopted fire code
- Current Process is manual, paper based, reactionary, inefficient and expensive

### **The Compliance Engine Benefits:**

- Drives 100% Compliance with fire & life safety code
- Electronically collects, organizes and tracks fire and life safety test results
- Offers API Services with RMS and software inspection companies
- Maximizes limited resources, saves time and streamlines communication
- Built to ensure a safer environment for firefighters, citizens and guests
- Saves AHJs money while strengthening life safety and offers cost recovery

### **Revenue Model:**

- Free for Fire Department
- Zero charge to the building owners
- Fee paid by 3<sup>rd</sup> party contractors on per system, per premises, per annum basis
- Delivers Compliance resulting in new business and maintenance revenue for 3<sup>rd</sup> party contractors
- Endorsed by IKECA and Western Fire Chiefs Association.

Learn more at [www.thecomplianceengine.com](http://www.thecomplianceengine.com) or 630-413-9511

Collect. Connect. Comply.

## Notable National Partners:

Los Angeles, CA	Colorado Springs, CO	State of Maryland
Chicago, IL	Raleigh, NC	State of Nevada
Phoenix, AZ	Long Beach, CA	Springfield, MO
San Diego, CA	Wichita, KS	Naperville, IL
San Jose, CA	Corpus Christi, TX	Syracuse, NY
Austin, TX	Greensboro, NC	Scottsdale, AZ
Seattle, WA	Laredo, TX	Fort Lauderdale, FL
Oklahoma City, OK	Boise, ID	Newport News, VA
Albuquerque, NM	Tacoma, WA	Charleston, SC
Kansas City, MO	State of Mississippi	Omaha, NE

## Current Illinois AHJ Partners:

Bartlett Fire Protection  
District

Beecher Fire  
Protection District

Belvidere Fire  
Department

Bloomington Fire  
Protection District No.  
1

Blue Island Fire  
Department

Broadview Fire  
Department

Burbank Fire  
Department

Calumet City Fire  
Department

Central Stickney Fire  
Protection District

Chicago Fire  
Department

City of Crystal Lake

City of Naperville

City of Sycamore

Coal City Fire  
Protection District

Crestwood Fire  
Department

Darien- Woodridge  
Fire Protection District

Downers Grove Fire  
Department

East Dundee Fire  
Protection District

East Moline Fire  
Department

Elk Grove Village Fire  
Department

Elmhurst Fire  
Department

First Fire Protection  
District of Antioch  
Township

Frankfort Fire  
Protection District

Franklin Park Fire  
Department

Freeport Fire  
Department

Galena Fire  
Department

Glenside Fire  
Protection District

Harlem-Roscoe Fire  
Protection District

Havana Fire  
Department

Homer Township Fire  
Protection District

Homewood Fire  
Department

Itasca Fire Protection  
District

Jacksonville  
Community  
Development & Code  
Enforcement

Lake Villa Fire  
Protection District

Lemont Fire Protection  
District

Leyden Fire Protection  
District

Lisle- Woodridge Fire  
District

Lockport Township Fire  
Protection District

Lombard Fire  
Department

Macomb Fire  
Department

Matteson Fire  
Department

Minooka Fire  
Protection District

Mokena Fire  
Protection District

Montgomery –  
Countryside Fire  
Protection District

Morris Fire Protection  
and Ambulance District

New Lenox Fire Protection District	Quincy Fire Department	Village of Alsip
North Park Fire Protection District	Richton Park Fire Department	Village of Arlington Heights
Norwood Park Fire Protection District	Rock Island Fire Department	Village of Bridgeview Fire Department
Oak Forest Fire Department	Roselle Fire Department	Village of Bridgeview Public Works Department
Oakbrook Terrace Fire Protection District	South Jacksonville Fire Department	Village of Glenview Community Development
Palatine Fire Prevention	Sycamore Fire Department	Village of Libertyville
Park Forest Fire Department	Tinley Park Fire Department	Village of Niles
Pekin Fire Department	Troy Fire Protection District	Warrenville Fire Protection District
Peoria Fire Department	University Park Fire Department	Wauconda Fire District
Pleasantview Fire Protection District	Villa Park Fire Department	Westchester Fire Department
		Wood Dale Fire Department

**\*\* NOTE 1,150+ ITMS (contractors) already registered with TCE in Illinois. \*\***



## IMPLEMENTATION TASK LIST

TCE will do majority of the work to ensure the City of Des Plaines goes live and runs efficiently. However, we kindly ask that the following list of tasks is completed by the City of Des Plaines, in order to complete the implementation process. Completing these in a timely manner will allow for the simplest and smoothest transition into our system.

<u>Implementation Tasks</u>	<u>Responsible Party</u>	<u>Completed</u>
Send Main Contact Info (Name, Phone, Email, Title)	AHJ	<input type="checkbox"/>
Send Copy of Department Logo	AHJ	<input type="checkbox"/>
Send Copy of Electronic Signature	AHJ	<input type="checkbox"/>
Send List of Top Inspection Companies	TCE	<input type="checkbox"/>
Send Data Extraction of Properties (Address, Name, City, State, Postal, Contact Info, Systems)	TCE & AHJ	<input type="checkbox"/>
Approve Notifications	AHJ	<input type="checkbox"/>
Send AHJ Press Release	TCE	<input type="checkbox"/>
Send ITM Letter	TCE	<input type="checkbox"/>
Call Top ITMs	TCE	<input type="checkbox"/>
Set AHJ Training Prior to Go Live	TCE	<input type="checkbox"/>
Go Live	TCE & AHJ	<input type="checkbox"/>

# LIST OF SYSTEMS TCE TRACKS

System Type
Air Sampling System
Automatic Closing Fire Assemblies
Chemical Storage Room
Clean Agent
Commercial Kitchen Exhaust Cleaning
Emergency Power Battery / Unit Lighting
Emergency Power Generator
Emergency Responder Radio Coverage System
Fire Alarm
Fire Escape
Fire Pump
Foam System
Gas Detection Systems
Hood Suppression System
Leak Detection
Paint / Spray Booth Suppression
Pressure Reducing Valves (PRV's)
Private Fire Hydrant
Rental Property Inspection
Rescue Air System
Smoke Management Systems
Special Suppression System
Sprinkler System (Dry & Wet)
Standpipe
Water Monitor
Water Tank



Additional tracking for *backflow* and *conveyance* systems available.

## EXAMPLE NOTIFICATION TEMPLATES

Please note that **BOLD** texts are auto populated fields from our system. Any additional information added to these areas will be added into our system and will be used on all templates including those field types.

These templates have been created with common language that most jurisdictions can utilize without much change. Should you see the need to change certain language to fit within your jurisdictions guidelines please add the changes and submit back for final modification into our system.

If you feel satisfied with the way the templates have been created, please let us know and these will be loaded as your default templates in our system for notifications. If at any time, you foresee the need for changes within the templates, please contact our office. We will happily work with you to get the changes completed and reset all notifications so they reflect the needed adjustments.

YOUR DEPARTMENT NAME  
2045 W GRAND AVE STE B  
PMB 47649  
CHICAGO, IL 60612-1577



**System Type - Contractor of Record:**

SYSTEM TESTING COMPANY  
(555) 555-5555  
THEIREMAIL@COMPANY.COM

MONTH DAY, YEAR

BUILDING IN YOUR CITY  
1234 MAIN RD  
YOUR CITY, IL 60540

**Re: SYSTEM TYPE INSPECTION RENEWAL - 1234 MAIN RD, YOUR CITY, STATE ZIPCODE**

Dear Building Occupant/Owner:

In accordance with the (YOUR CODE), our records indicate the **SYSTEM TYPE** is coming due for inspection by a licensed company and must be tested within the month of your renewal date which is **01/21/20**.

**It is the responsibility and requirement of the inspection company testing your system to submit all test reports to us via the web at [www.thecomplianceengine.com](http://www.thecomplianceengine.com).**

If you have questions regarding this notification, please contact our Compliance Program Partner BRYCER LLC at 630-413-9511 or via email at [support@mybrycer.com](mailto:support@mybrycer.com)

Sincerely Yours in Life & Fire Safety,

*Digital Signature*

YOUR NAME  
YOUR TITLE  
YOUR DEPARTMENT NAME



IRN 1652955 NID 3207859

YOUR DEPARTMENT NAME  
2045 W GRAND AVE STE B  
PMB 47649  
CHICAGO, IL 60612-1577



**System Type - Contractor of Record:**

SYSTEM TESTING COMPANY  
(555) 555-5555  
THEIREMAIL@COMPANY.COM

MONTH DAY, YEAR

BUILDING IN YOUR CITY  
1234 MAIN RD  
YOUR CITY, IL 60540

**Re: SYSTEM TYPE INSPECTION OVERDUE - 1234 MAIN RD, YOUR CITY, STATE ZIPCODE**

Dear Building Occupant/Owner:

Our records indicate the **SYSTEM TYPE** is now overdue and was to be tested within the month of your renewal date which was **01/21/20**. In order to avoid penalties, as provided by law for such violations, you must take immediate action.

**Actions Required:**

1. Have your SYSTEM TYPE inspected, tested and maintained by a licensed company and,
2. Upon completion, have your inspection company submit the test results to us at [www.thecomplianceengine.com](http://www.thecomplianceengine.com).
3. If this inspection has been completed you must notify your testing company that a copy of this report must be submitted to us at [www.thecomplianceengine.com](http://www.thecomplianceengine.com). **It is the contractor's responsibility to submit the documentation.**

If you have questions regarding this notification, please contact our Compliance Program Partner BRYCER LLC at 630-413-9511 or via email at [support@mybrycer.com](mailto:support@mybrycer.com)

Sincerely Yours in Life Fire Safety,

*Digital Signature*

YOUR NAME  
YOUR TITLE  
YOUR DEPARTMENT NAME



IRN 1652955 NID 3207859

YOUR DEPARTMENT NAME  
2045 W GRAND AVE STE B  
PMB 47649  
CHICAGO, IL 60612-1577



**System Type - Contractor of Record:**

SYSTEM TESTING COMPANY  
(555) 555-5555  
THEIREMAIL@COMPANY.COM

MONTH DAY, YEAR

BUILDING IN YOUR CITY  
1234 MAIN RD  
YOUR CITY, IL 60540

**Re: SYSTEM TYPE INSPECTION DEFICIENCIES FOUND - 1234 MAIN RD, YOUR CITY, STATE ZIPCODE**

Dear Building Occupant/Owner:

A recent inspection of your **SYSTEM TYPE** at premise address on date of inspection by ITM COMPANY revealed the violations listed below.

This notice is an ORDER TO COMPLY. Your failure to comply with this notice before re-inspection (30 days from date of letter) may make you liable for the penalties provided for by law for such violation(s).

DEFICIENCIES

Deficiency Found:

Deficiency Found:

**It is the responsibility and requirement of the inspection company to submit all corrections to us via the web at [www.thecomplianceengine.com](http://www.thecomplianceengine.com).**

If you have questions regarding this notification, please contact our Compliance Program Partner BRYCER LLC at 630-413-9511 or via email at [support@mybrycer.com](mailto:support@mybrycer.com)

Sincerely Yours in Life & Fire Safety,

*Digital Signature*

YOUR NAME  
YOUR TITLE  
YOUR DEPARTMENT NAME



IRN 1652955 NID 3207859

## AHJ Sample Requirement Letter to Fire Protection Contractors



Dear Service Provider,

The AHJ Name has instituted a new process for service providers who inspect and test fire protection systems. Effective **Go Live Date** all compliant & non-compliant fire protection systems test reports are required to be sent to the AHJ Name electronically by your respective organization via The Compliance Engine's online system at [www.thecomplianceengine.com](http://www.thecomplianceengine.com).

The AHJ Name is dedicated to delivering 100% compliance with our adopted Fire Code. This web-based service will aggregate, track and streamline the collection of compliance data of our jurisdiction's systems. Property owners will receive timely proactive notifications of their testing requirements, and the AHJ Name will gain the ability to better mitigate the risk in our community by improving public safety to our citizens.

All service providers who inspect or test fire protection systems within the AHJ Name's jurisdiction are required to register and submit all test, inspection and service reports via The Compliance Engine. All reports must be submitted in accordance with the testing schedule and requirements outlined in our adopted fire code.

Benefits to you:

- Increases market opportunity and demand for your fire protection services
- Ensures all reports arrive, affording you the ability to track our department's follow up
- Enhances maintenance revenue and timeliness of deficiency corrections
- Improves customer retention with renewal notifications identifying you as company of record
- Minimizes non licensed contractors from working in your market

This proven process requires the service provider pay a nominal filing fee at the time of submittal. There is no fee to register your company with The Compliance Engine. Once registered, pricing is viewable under AHJ Name icon in The Compliance Engine. If you are a licensed fire protection system contractor and are not currently registered with Brycer, please do so at [www.thecomplianceengine.com](http://www.thecomplianceengine.com).

We look forward to partnering with you to better protect and serve our community. We are confident this will benefit us ALL.

Sincerely,

*Digital Signature*

P.  
E.

# AHJ Sample Requirement Letter (Continued)

## TCE OVERVIEW

### Keys to Getting Started:

- Register at [www.thecomplianceengine.com](http://www.thecomplianceengine.com)
- Sign up for training
- Complete account set up by entering all inspectors, inspector licenses, and company licenses
- Add Users and company logo for brand awareness
- Add TCE link to your webpage

### Key Processes to Know: Check the TCE HELP Portal for Direction Visuals

- Select correct template for each report submitted: Fire Alarm, Sprinkler, Kitchen Hood, etc.
- Enter all test reports and type out deficiencies
- Attach pdf version of inspection report when using short form (fire protection systems only)
- Ensure all reports entered are submitted for payment
- Update deficiency tracking to inform AHJ that violations have been corrected
- Check notifications icon to track sent out by AHJ
- Open inspection reports are saved reports not yet submitted to AHJ, if not submitting these to AHJ delete
- Submit a new-premises when necessary (if you cannot locate the premises in the existing database)
- View your transaction list to confirm correct payment
- Create new users when necessary
- Update credit card information

### Systems Tracked:

(customize per AHJ)

- Automatic Fire Sprinkler
- Automatic Closing Fire Assemblies
- 5yr Obstruction Sprinkler
- Fire Alarm System
- Commercial Kitchen Hood Suppression
- Commercial Kitchen Hood Cleaning
- Standpipe
- Active Smoke Control
- Private Hydrant System
- Fire Pump
- Spray Booth
- Emergency Generator
- Emergency Radio Responder Coverage System
- Special Suppression



## PRICING MODEL

System Type	Price	Billing Frequency
Active Smoke Control System	\$17.00	Per Submittal
Automatic Fire Sprinkler System	\$17.00	Per Submittal
5- Year Sprinkler	\$17.00	Per Submittal
Commercial Kitchen Exhaust System (Cleaning)	\$17.00	Per Submittal
Commercial Kitchen Hood Suppression System	\$17.00	Per Submittal
Emergency Generator	\$17.00	Per Submittal
Emergency Radio Responder Coverage System	\$17.00	Per Submittal
Fire Alarm System	\$17.00	Per Submittal
Fire Doors	\$17.00	Per Submittal
Fire Escape	\$17.00	Per Submittal
Fire Pump	\$17.00	Per Submittal
Gas Detection Systems	\$17.00	Per Submittal
Private Hydrant System	\$17.00	Per Submittal
Special Suppression System	\$17.00	Per Submittal
Spray Booth	\$17.00	Per Submittal
Standpipe	\$17.00	Per Submittal

\*\*\*REPORTS SUBMITTED AFTER 30 DAYS FROM THE INSPECTION DATE WILL INCUR A \$5.00 LATE FEE\*\*\*  
\*\*\*REPORTS SUBMITTED AFTER 120 DAYS FROM THE INSPECTION DATE WILL INCUR A \$15.00 LATE FEE\*\*\*

## ADDING TCE TO YOUR AHJ WEBSITE:

You may add TCE to your webpage in whichever format works best for your AHJ. Example verbiage provided below:

### Fire Protection System Inspection, Testing & Maintenance

All fire protection systems in {jurisdiction} are required by the fire code to be inspected tested and maintained on regular intervals. Please see fire code for schedule (add hyperlink). The purpose of these inspections is to ensure the system will operate properly in the event of an incident, ensuring a safe environment by minimizing the risk of life and property loss.

The {jurisdiction} has contracted with BRYCER, LLC to help manage the fire protections systems inspection, testing and maintenance program. All contractors who perform inspection, testing and maintenance services of fire protection systems are required to electronically submit all compliant and non-compliant reports to the department via [www.thecomplianceengine.com](http://www.thecomplianceengine.com)

Fire Protections Systems electronically tracked by {AHJ} include: (this is specific to the AHJ)

- Automatic Fire Sprinkler Systems
- Fire Alarm
- Commercial kitchen hood suppression systems
- Standpipes
- Active smoke control systems
- Fire pumps
- Spray booth
- Emergency generators
- Special Suppression/clean-agent systems

Contractors are required to submit test results to {AHJ} on behalf of their customers. Register with The Compliance Engine [here](#).

Contact BRYCER, LLC for any training/support related questions at 1-630-413-9511 or email [support@mybrycer.com](mailto:support@mybrycer.com)

## EXAMPLES:

### Los Angeles, CA

What is the process?

If a Chief's Regulation No. 4 test is required, please contact a certified tester to schedule and perform your test.

- The certified tester must submit the test results on Fire Department approved forms, electronically through the compliance engine at <http://www.thecomplianceengine.com> within 7 days.
- Repair and Retest: If defects are found in equipment that is being tested, correction on such defects shall commence forthwith and shall be completed as soon as possible, but in every case within 30 days of the initial test. At the completion of such repair, the system or device shall be retested as necessary to determine that it is fully operable.
- For Information on The Compliance Engine (TCE) Please Review
  - [Register for TCE](#)
  - [Login to TCE](#)
  - [FAQs](#)

### Belvidere, IL

#### INSPECTION OF EXISTING FIRE PROTECTION SYSTEMS

Effective 11/15/19, inspection reports for the following systems must be submitted online at the following address: [www.thecomplianceengine.com](http://www.thecomplianceengine.com)

- Automatic Fire Sprinkler System
- Fire Alarm System
- Commercial Kitchen Hood Suppression System (Testing and Cleaning)
- Standpipe
- Active Smoke Control System
- Private Hydrant System
- Fire Pump
- Spray Booth
- Emergency Generator
- Special Suppression System
- Fire Escape

The Belvidere Fire Department has instituted a new process for service providers who inspect and test fire protection systems. All compliant & non-compliant fire protection systems test reports are required to be sent to The Belvidere Fire Department electronically by your respective organization via The Compliance Engine's online system.

The Belvidere Fire Department is dedicated to delivering 100% compliance with our adopted Fire Code. This web-based service will aggregate, track and streamline the collection of compliance data of our jurisdiction's systems. Property owners will receive timely proactive notifications of their testing requirements, and the Belvidere Fire Department will gain the ability to better mitigate the risk in our community by improving public safety to our citizens.

**What our AHJs think.**



Has the functionality of TCE met your expectations?

*I've found thecomplianceengine.com to be easy to use and very user friendly. TCE has cut down the time it takes to track reports, while seamlessly transferring our department's previous paper system to the paperless cloud system.*

How was your experience in adopting TCE in your jurisdiction (specifically, the upload process of premise data and the transition to reviewing reports online)?

*Brycer worked very well with our Fire Department and we had no issues with data transfer.*

When you first adopted TCE, did Brycer handle the communication needs of your jurisdiction in a timely and cost efficient manner, when contacting local ITMs?

*Everything has been very easy. It is nice being able to not type up individual reports; one click and the deficiency notice goes out to our businesses within the town. Things have been corrected very fast by sending notifications out.*

How was your experience concerning Brycer's training for your department on TCE?

*JP did a great job of coming out and answering questions, showing the benefits of TCE and explaining how TCE would make our lives easier. Every aspect of TCE has been well received by our department. TCE is easy to use. Ability to use TCE on my smart phone and being able to check data has been an unparalleled advantage.*

Have you found Brycer's customer service team to be knowledgeable while handling calls in a timely and efficient manner?

*Yes! A couple minor questions were answered within an hour even though it was on the weekend and the issues were completely resolved within one business day.*

Has your jurisdiction been pleased, in using TCE's customizable electronic notification of Deficient, Renewal and Overdue reports?

*I love the fact that once I approved the notification template TCE automates the delivery of notifications for me.*

Would you refer Brycer's application, TCE, to another AHJ?

*I would recommend any AHJ to look at Brycer, as they will find TCE will suite their needs. TCE cut's down man hours on third party inspections."*

Lieutenant Jason Parthun  
Fire Marshal - East Dundee Fire Protection District  
115 East Third Street  
East Dundee, IL 60118

**What our Service Providers think.**



# *C.L. Doucette, Inc.*

3610 S. Morgan St. Chicago, IL 60609  
Tel: (773) 927-8400 Fax: (773) 927-8534

E-MAIL: [firesprinklers@cldoucette.com](mailto:firesprinklers@cldoucette.com) . <http://www.cldoucette.com>

IL Contractor's License #FSC0001 . IL Professional Design Firm License #184-006519  
*An Equal Opportunity Employer*

January 21, 2021

The Compliance Engine (Brycer)  
Email: [jblake@mvbrycer.com](mailto:jblake@mvbrycer.com)

RE: Benefits of the Compliance Engine

There are many advantages of using The Compliance Engine for uploading our tests.

- Joyce Blake and Leigh Fabbri are very helpful when I have a problem, ie: merging addresses, owner name change, or problems with something I did wrong. They always answer my questions or will walk me through so that I can learn as well. They are both great and I am comfortable talking with them about problems or just asking questions via email as well. However, all of your client managers are helpful.
- The program is user friendly which it makes it easy to work with.
- The program keeps track of all inspections (wet, dry, standpipe, pre-action) and fire pump tests and through this program, we are getting work from our customers to repair the deficiencies that they may have on their report after uploading them which has helped our business.

To sum it up, The Compliance Engine program has helped our business and the clientele are very accommodating whenever I need help or just to ask a question.

Thank you for including C.L. Doucette as a valued partner and good luck in making this program even better.

Best Regards,  
C.L. DOUCETTE, INC.

***Jeanie Ciaccia***

Jeanie Ciaccia  
Testing Coordinator

**CITY OF DES PLAINES**

**RESOLUTION R - 202 - 22**

**A RESOLUTION APPROVING THE PURCHASE OF FIRE PROTECTION SYSTEM INSPECTION, TESTING, AND MAINTENANCE REPORT SERVICES FROM BRYCER, LLC.**

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

**WHEREAS**, the Fire Department currently manages and follows up on the inspection, testing, and maintenance reports that are required to be filed for all fire protection systems within the City ("*ITM Report Services*"); and

**WHEREAS**, in order reduce the administrative burden on Fire Department staff, the City has identified the need to contract for the ITM Report Services from a third-party vendor; and

**WHEREAS**, Brycer, LLC of Warrenville, Illinois ("*Vendor*") submitted a proposal to perform the ITM Report Services ("*Proposal*"); and

**WHEREAS**, pursuant to the Proposal, Vendor will perform the ITM Report Services at no cost to the City, but will charge a fee to the fire protection service provider hired by the building owner to file the ITM Report; and

**WHEREAS**, the City desires to enter into an agreement with Vendor for the performance of the ITM Report Services over a three-year term in accordance with the Proposal ("*Agreement*"); and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to waive the competitive bidding requirements in the City Code and enter into an agreement for ITM Report Services from the Vendor;

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

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

**SECTION 2: WAIVER OF COMPETITIVE BIDDING.** The requirement that competitive bids be solicited for the ITM Report Services is hereby waived.

**SECTION 3: APPROVAL OF AGREEMENT.** The City Council approves the Agreement with Vendor for the performance of the ITM Report Services substantially in the form attached to this Resolution as *Exhibit A*, and in a final form approved by the General Counsel.

**SECTION 4: EXECUTION.** The City Council authorizes and directs the City Manager and the City Clerk to execute and seal documents approved by the General Counsel, and the City Manager to execute the Agreement with Vendor, on behalf of the City.

**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**

**BRYCER, LLC**  
**4355 Weaver Parkway**  
**Suite 230**  
**Warrenville, IL 60555**

October 28, 2022

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

**Re:    “The Compliance Engine”**

Dear City of Des Plaines:

We look forward to providing you with “The Compliance Engine” (the “Solution”). This proposal letter provides the basic terms by which Brycer, LLC (“Brycer”) will provide you, City of Des Plaines (“Client”), with the Solution. The use of the Solution and all matters between Brycer and Client will be subject to the standard “Terms and Conditions” attached to this proposal as Exhibit A. The basic terms are as follows:

1.     **Term**: Brycer will provide Client with the Solution for three years, commencing July 1<sup>st</sup>, 2022 (the “Initial Term”). Thereafter, the Term shall automatically renew for successive three-year periods unless terminated by Brycer or Client in writing at least 90 days prior to the expiration of the then current Term (each, a “Renewal Term” and together with the Initial Term, the “Term”). Following the expiration or termination of the Term (as provided in the Terms and Conditions), Client shall stop using the Solution; provided, however, Brycer shall make available, and Client shall have the right to download, Client’s data from the Solution for a period of 60 days after the expiration or termination of the Term. Client shall have the right to terminate this agreement upon giving 90 days written notice to Brycer.

2.     **Fees**: Client shall not pay any fees for use of the Solution. Brycer will collect all fees due and payable by third party inspectors in connection with activities relating to the Solution.

3.     **Brycer Responsibilities**: During the Term, Brycer shall be responsible for the following in connection with Client’s use of the Solution:

- ***Availability***. Brycer shall make the Solution available to Client as set forth on Exhibit B. The maintenance schedule and minimum service levels for the Solution are set forth on Exhibit B.
- ***Service Level***. Brycer shall provide commercially reasonable levels of customer service with respect to the Solution to all third parties who transact business with Client and access the Solution.
- ***Backup***. Brycer shall backup the database used in connection with the Solution to a separate server located within the same web hosting firm which the Solution is being hosted on a real time basis. Upon request by Client (which can be no more than once a month) or made prior to or within 60 days after the effective date of termination of the Term, Brycer will make available to Client a complete and secure (i.e. encrypted and appropriately authenticated) download file of Client data in XML format including all schema and attachments in their native format. Brycer shall maintain appropriate administrative,



physical and technical safeguards for protection of the security, confidentiality and integrity of Client data. Brycer shall not (a) modify Client data or (b) disclose Client data except as required by law.

- **Retention of Information.** Brycer will maintain all information entered into the database by third party inspectors for at least five years from the time such information is entered into the database.
- **Notices.** Brycer will be responsible for generating and delivering the following notices to third parties in connection with the Solution: (a) reminders of upcoming inspections that are due; (b) notices that an inspection is past due; and (c) notices of completed inspection reports which contain one or more deficiencies.
- **Call Center** Phone calls by Brycer on behalf of the Client to the property for EACH life-safety system overdue for service based on dates automatically tracked within the TCE database. Brycer is not an agent of the Client and all scripts for the overdue calls will be approved by the Client.
- **Updates and Enhancements.** In the event Brycer releases any updates, corrections, or enhancements to the Solution during the Term, Brycer shall promptly provide such updates or corrections to Client free of any charge or fee.

4. **Client Responsibilities:** During the Term, Client shall be responsible for the following in connection with Client's use of the Solution:

- **Operating System.** Client shall be solely responsible for providing a proper operating environment, including computer hardware or other equipment and software, for any portion of the Solution installed on the Client's equipment (the "Client Access Software") and for the installation of network connections to the Internet. In addition to any other Client Access Software requirements, Client must use version Edge, Firefox version 76, Chrome 60 or Safari (or more recent versions), in addition to having a .pdf reader installed on machines to view attachments.
- **Training.** Client shall allow Brycer at Client's facilities to train all applicable personnel of Client on the use of the Solution.
- **Information.** Client shall promptly provide Brycer with all appropriate information necessary for Brycer to create the database for the Solution, including without limitation: (a) all commercial building addresses within [ **City of Des Plaines**] for Brycer's initial upload; and (b) quarterly updates to in a format acceptable to Brycer in its discretion.
- **Enforcement.** Client shall take all actions necessary to require (e.g. resolution, ordinance, fire policy, code amendment) the use of the Solution by third party inspection companies.
- **Reports.** Client will require all compliant and deficient test results to be submitted.

5. **Ownership of Data.** Client owns all the data provided by Client and received from third party contractors for Client. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client's data.

Please acknowledge your acceptance of this proposal and our standard Terms and Conditions by counter-signing this proposal below. We look forward to a long-term and mutually beneficial relationship with you.

Brycer, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Acknowledged and Agreed to this  
\_\_ day of \_\_\_\_\_, 20\_\_ :

[ City of Des Plaines]

By: \_\_\_\_\_  
Its: \_\_\_\_\_

## Exhibit A

### Terms and Conditions

Any capitalized terms not defined in these Terms and Conditions shall have the meaning assigned to it in that certain Letter Agreement attached hereto by and between Brycer, LLC and Client (the "Agreement").

1. **Restrictions on Use.** Client shall not copy, distribute, create derivative works of or modify the Solution in any way. Client agrees that: (a) it shall only permit its officers and employees (collectively, the "Authorized Users") to use the Solution for the benefit of Client; (b) it shall use commercially reasonable efforts to prevent the unauthorized use or disclosure of the Solution; (c) it shall not sell, resell, rent or lease the Solution; (d) it shall not use the Solution to store or transmit infringing or otherwise unlawful or tortious material, or to store or transmit material in violation of third party rights; (e) it shall not interfere with or disrupt the integrity or performance of the Solution or third-party data contained therein; (f) it shall not reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the Solution (g) it shall not permit anyone other than the Authorized Users to view or use the Solution and any screen shots of the Solution and (h) it shall not disclose the features of the Solution to anyone other than the Authorized Users. Client is responsible for all actions taken by the Authorized Users in connection with the Solution.
2. **Proprietary Rights.** All right, title and interest in and to the Solution, the features of the Solution and images of the Solution as well as any and all derivative works or modifications thereof (the "Derivative Works"), and any accompanying documentation, manuals or other materials used or supplied under this Agreement or with respect to the Solution or Derivative Works (the "Documentation"), and any reproductions works made thereof, remain with Brycer. Client shall not remove any product identification or notices of such proprietary rights from the Solution. Client acknowledges and agrees that, except for the limited use rights established hereunder, Client has no right, title or interest in the Solution, the Derivative Works or the Documentation.
3. **Independent Contractor.** Nothing in the Agreement may be construed or interpreted as constituting either party hereto as the agent, principal, employee or joint venturer of the other. Each of Client and Brycer is an independent contractor. Neither may assume, either directly or indirectly, any liability of or for the other party. Neither party has the authority to bind or obligate the other party and neither party may represent that it has such authority.
4. **Reservation of Rights.** Brycer reserves the right, in its sole discretion and with prior notice to Client, to discontinue, add, adapt, or otherwise modify any design or specification of the Solution and/or Brycer's policies, procedures, and requirements specified or related hereto. All rights not expressly granted to Client are reserved to Brycer, including the right to provide all or any part of the Solution to other parties.
5. **Use of Logos.** During the term of this Agreement, Brycer shall have the right to use Client's logos for the purpose of providing the Solution to Client.
6. **Confidential Information.** Brycer and Client acknowledge and agree that in providing the Solution, Brycer and Client, as the case may be, may disclose to the other party certain confidential, proprietary trade secret information ("Confidential Information"). Confidential Information may include, but is not limited to, the Solution, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, financial information or business plans. Each party agrees that it will not, without the express prior written consent of the other party, disclose any Confidential Information or any part thereof to any third party. Notwithstanding the foregoing, the parties acknowledge that Client and Brycer shall be permitted to comply with any all federal and state laws concerning disclosure provided that any such required disclosure will not include any of Brycer's screen shots. The disclosing party shall provide prior written notice of any required disclosure of the nondisclosing party's Confidential Information to the nondisclosing party and shall disclose only the information that is required to be disclosed by law. In the event that Client requests from Brycer any reports or other information for purposes of complying with federal and state disclosure laws, Brycer shall provide such information within five business day following such request. Confidential Information excludes information: (a) that is or becomes generally available to the public through no fault of the receiving party; (b) that is rightfully received by the receiving party from a third party without limitation as to its use; or (c) that is independently developed by receiving party without use of any Confidential Information. At the termination of this Agreement, each party will return the other party all Confidential Information of the other party. Each party also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with any Confidential Information of the other party or any firmware, circuit board or software provided therewith.
7. **Brycer Warranty.** Brycer represents and warrants to Client that Brycer has all rights necessary in and to any patent, copyright, trademark, service mark or other intellectual property right used in, or associated with, the Solution, and that Brycer is duly authorized to enter into this Agreement and provide the Solution to Client pursuant to this Agreement.
8. **Disclaimer.** All information entered into Brycer's database is produced by third party inspectors and their agents. **THEREFORE, BRYCER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO BRYCER'S DATABASE BY EITHER CLIENT OR THIRD PARTY INSPECTORS. EXCEPT AS SET FORTH IN SECTION 7, BRYCER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOLUTION OR ANY OTHER INFORMATION AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BRYCER'S SOLE LIABILITY FOR BREACH OF THE REPRESENTATION AND WARRANTY SET FORTH IN SECTION 7, AND CLIENT'S SOLE REMEDY, SHALL BE THAT BRYCER SHALL INDEMNIFY AND HOLD RECIPIENT HARMLESS FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY.**
9. **LIMITATION ON DAMAGES.** BRYCER SHALL ONLY BE LIABLE TO CLIENT FOR DIRECT DAMAGES PURSUANT TO THE AGREEMENT. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, IN NO EVENT SHALL BRYCER BE LIABLE FOR OR OBLIGATED IN ANY MANNER FOR SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR SYSTEM DOWNTIME. CLIENT ACKNOWLEDGES AND AGREES THAT IN NO CASE SHALL BRYCER'S LIABILITY FOR ANY LOSS OF DATA OR DATA INTEGRITY EXCEED THE REPLACEMENT COST OF THE MEDIA ON WHICH THE DATA WAS STORED.
10. **Risks Inherent to Internet.** Client acknowledges that: (a) the Internet is a worldwide network of computers, (b) communication on the Internet may not be secure, (c) the Internet is beyond the control of Brycer, and (d) Brycer does not own, operate or manage the Internet. Client also acknowledges that there are inherent risks associated with using the Solution, including but not limited to the risk of breach of security, the risk of exposure to computer viruses and the risk of interception, distortion, or loss of communications. Client assumes these risks knowingly and voluntarily releases Brycer from all liability from all

such risks. Not in limitation of the foregoing, Client hereby assumes the risk, and Brycer shall have no responsibility or liability of any kind hereunder, for: (1) errors in the Solution resulting from misuse, negligence, revision, modification, or improper use of all or any part of the Solution by any entity other than Brycer or its authorized representatives; (2) any version of the Solution other than the then-current unmodified version provided to Client; (3) Client's failure to timely or correctly install any updates to the Client Access Software; (4) problems caused by connecting or failure to connect to the Internet; (5) failure to provide and maintain the technical and connectivity configurations for the use and operation of the Solution that meet Brycer's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-Brycer products or services; or (7) data or data input, output, accuracy, and suitability, which shall be deemed under Client's exclusive control.

11. **Indemnity.** Brycer (the "Indemnifying Party") will defend and indemnify Client against any damages, losses, liabilities, causes of action, costs or expenses arising from Brycer's breach of this Agreement, gross negligence or intentional misconduct. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees) arising from Client's breach of this Agreement, gross negligence or intentional misconduct. Client acknowledges that Brycer does not create any of the data and information included in the Solution and is not responsible for and does not assess or make any suggestions or recommendations with respect to any such data or information. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees), claims, demands, suits or proceedings made or brought against Brycer by a third party in connection with Client's or an Authorized User's use of the Solution, or any action or inaction taken by a third party, including, but not limited to, third party inspectors, in connection with such third party providing services for Client or otherwise at Client's or an Authorized User's request or direction.
12. **Breach.** Brycer shall have the right to terminate or suspend this Agreement, and all of Client's rights hereunder, immediately upon delivering written notice to Client detailing Client's breach of any provision of this Agreement. If Client cures such breach within 5 days of receiving written notice thereof, Brycer shall restore the Solution and Client shall pay any fees or costs incurred by Brycer in connection with the restoration of the Solution.
13. **Illegal Payments.** Client acknowledges and agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift or anything of value from any employee or agent of Brycer in connection with the Agreement.
14. **Beneficiaries.** There are no third party beneficiaries to the Agreement.
15. **Force Majeure.** Neither party shall be responsible for any failure to perform due to unforeseen, non-commercial circumstances beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, blackouts, accidents, or strikes. In the event of any such delay, any applicable period of time for action by said party may be deferred for a period of time equal to the time of such delay, except that a party's failure to make any payment when due hereunder shall not be so excused.
16. **Notices.** All notices required in the Agreement shall be effective: (a) if given personally, upon receipt; (b) if given by facsimile or electronic mail, when such notice is transmitted and confirmation of receipt obtained; (c) if mailed by certified mail, postage prepaid, to the last known address of each party, three business days after mailing; or (d) if delivered to a nationally recognized overnight courier service, one business day after delivery.
17. **JURISDICTION AND VENUE.** THE AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, AND ENFORCEABLE UNDER, THE LAWS OF THE STATE IN WHICH CLIENT EXISTS APPLICABLE TO CONTRACTS MADE IN SUCH STATE AND THAT ARE TO BE WHOLLY PERFORMED IN SUCH STATE WITHOUT REFERENCE TO THE CHOICE-OF-LAW PRINCIPLES OF SUCH STATE. THE PARTIES IRREVOCABLY AGREE THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THE AGREEMENT SHALL BE LITIGATED ONLY IN COURTS LOCATED WITHIN THE STATE IN WHICH CLIENT EXISTS. THE PARTIES HEREBY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID STATE. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRANSFER OR CHANGE VENUE OF ANY SUCH ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY ON ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THE AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.
18. **Attorneys' Fees.** The prevailing party in any proceeding in connection with the Agreement shall be entitled to recover from the non-prevailing party all costs and expenses, including without limitation, reasonable attorneys' and paralegals' fees and costs incurred by such party in connection with any such proceeding.
19. **Entire Agreement.** The Agreement sets out the entire agreement between the parties relative to the subject matter hereof and supersedes all prior or contemporaneous agreements or representations, oral or written.
20. **Amendment.** The Agreement may not be altered or modified, except by written amendment which expressly refers to the Agreement and which is duly executed by authorized representatives of both parties. The waiver or failure by either party to exercise or enforce any right provided for in the Agreement shall not be deemed a waiver of any further right under the Agreement. Any provision of the Agreement held to be invalid under applicable law shall not render the Agreement invalid as a whole, and in such an event, such provision shall be interpreted so as to best accomplish the intent of the parties within the limits of applicable law. The Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
21. **Expiration.** The rights and obligations contained in these Terms and Conditions shall survive any expiration or termination of the Agreement.

## **Exhibit B**

### **Maintenance Schedule and Minimum Service Levels**

1. **Uptime and Maintenance.**

The Solution shall be available 24 hours per day during the term of this Agreement. The Solution shall be fully functional, timely and accessible by Client at least 99.5% of the time or better and Brycer shall use reasonable efforts to provide Client with advance notice of any unscheduled downtime.

2. **Response Time.**

Brycer shall respond to telephone calls from Client within two hours of the call and/or message and all emails from Client within two hours of the receipt of the email.

3. **Customer Support**

Customer support hours are 24/7/365. The number is 630-413-9511

Brycer will assign client a dedicated customer representative with direct access to their email and work number.

**FIRE DEPARTMENT**

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

## MEMORANDUM

Date: October 13, 2022

To: Michael G. Bartholomew, City Manager  
 Daniel Anderson, Fire Chief

From: Sam Foster, Deputy Fire Chief *SF*  
 Edward Rogers, Division Chief *ER*

Subject: Purchase of Zoll Cardiac Monitor

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**Issue:** The fire department currently has a reserve ambulance that is not properly equipped with the necessary items to place it into service without utilizing equipment from other units. This equipment includes the lack of a cardiac monitor.

**Analysis:** With the operational changes, having four fire companies, four ambulances, and the rescue in service, we need to properly stock the second reserve ambulance. Currently, the fire department must move equipment from other resources to stock the second reserve ambulance. We have acquired the necessary equipment and supplies to stock the ambulance with the exception of a cardiac monitor.

The cardiac monitors that the department currently utilizes throughout the fleet are the Zoll X-Series Cardiac Monitors. In order to fully stock the ambulance, the department anticipated and budgeted for an additional monitor to have the reserve piece of equipment in a constant state of readiness. The department has identified that purchasing the Zoll X-Series Cardiac Monitor will allow us to utilize the ambulance immediately and for large scale incidents as well as special events without having to strip other units to equip the ambulance.

**Recommendation:** We recommend the purchase of the Zoll X-Series Cardiac Monitor from Zoll Medical in an amount not to exceed \$40,902.32. The purchase of this piece of equipment will be from budgeted funds in the Fire Department Emergency Services budget account 100-70-710-0000.8015.

**Attachments:**

Attachment 1 - Zoll Quotation  
 Resolution - R-203-22



**ZOLL Medical Corporation**

269 Mill Road  
 Chelmsford, MA 01824-4105  
 Federal ID# 04-2711626

Phone: (800) 348-9011  
 Fax: (978) 421-0015  
 Email: esales@zoll.com

Quote No: Q-40863 Version: 1

Des Plaines Fire Department  
 405 South River Road  
 Des Plaines, IL 60016

ZOLL Customer No: 108723

ED ROGERS  
 (847) 391-5348  
 erogers@desplaines.org

Quote No: Q-40863  
 Version: 1

Issued Date: October 6, 2022  
 Expiration Date: December 30, 2022

Terms: NET 30 DAYS

FOB: Destination  
 Freight: Free Freight

Prepared by: Caroline Guibord  
 EMS Territory Manager  
 cguibord@zoll.com  
 (773) 425-0710

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1	949804	601-2231112-01	<p><b>X Series Advanced Monitor/Defibrillator - 12-Lead ECG, Pacing, SpO2, SpCO, EtCO2, BVM, NIBP, CPR Expansion Pack, Remote View</b></p> <p>Includes: TBI Dashboard, 4 trace tri-mode display monitor/ defibrillator/ printer, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5in ( 16.5cm) diagonal screen. Accessories Included: MFC cable and CPR connector, A/C power cord, One (1) roll printer paper, 6.6 Ah Li-ion battery, Operators Manual, Quick Reference Guide, and One (1)-year EMS warranty.</p> <p>Parameter Details: Real CPR Help - Dashboard display of CPR Depth and Rate for Adult and Pediatric patients, Visual and audio prompts to coach CPR depth (Adult patient only), Release bar to ensure adequate release off the chest, Metronome to coach rate for Adult and Pediatric patients. See-Thru ® CPR artifact filtering • Interpretative 12-Lead ECG (Full 12 ECG lead view with both dynamic and static 12-lead mode display. 12-Lead OneStep ECG cable - includes 4-Lead limb lead cable and removable precordial 6-Lead set) • ZOLL Noninvasive Pacing Technology • Real BVM Help: Dashboard provides real-time ventilation feedback on both volume and rate for intubated and non-intubated patients. AccuVent Cable included. (Accuvent disposable sensors sold separately) • Welch Allyn NIBP with Smartcuff. 10 foot Dual Lumen hose and SureBP Reusable Adult Medium Cuff • Masimo SpO2 &amp; SpCO with Signal Extraction Technology (SET), Rainbow SET® • EtCO2 Oridion Microstream Technology. Microstream tubing set sold separately •</p>	1	\$48,971.00	\$37,841.36	\$37,841.36
2	949804	8300-000676	<b>OneStep Cable, X Series</b>	1	\$506.00	\$348.07	\$348.07



**ZOLL Medical Corporation**

269 Mill Road  
Chelmsford, MA 01824-4105  
Federal ID# 04-2711626

Phone: (800) 348-9011  
Fax: (978) 421-0015  
Email: esales@zoll.com

Des Plaines Fire Department  
Quote No: Q-40863 Version: 1

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
3	949804	8009-0020	CPR-D-padz and CPR Stat Padz Connector for R Series	1	\$438.00	\$279.56	\$279.56
4		8000-001128	Accuvent Flow Tube (Box of 10)	1	\$708.00	\$580.56	\$580.56
5	949804	8000-0895	Cuff Kit with Welch Allyn Small Adult, Large Adult and Thigh Cuffs	1	\$173.00	\$133.87	\$133.87
6	949804	8000-001392	Masimo rainbow® RC-4 - 4FT, Reusable EMS Patient Cable	1	\$278.00	\$200.90	\$200.90
7	949804	8000-000371	rainbow® DCI® SpO2/SpCO/SpMet Adult Reusable Sensor with connector (3 ft)	1	\$957.00	\$676.00	\$676.00
8	949804	8000-0580-01	Six hour rechargeable Smart battery	2	\$890.00	\$421.00	\$842.00
9	949804	8707-000502-01	X Series Accessory Carry Case - Printer Chute with Single Zipper	1	\$589.00	\$0.00	\$0.00

Subtotal: \$40,902.32

**Total: \$40,902.32**

Contract Reference	Description
949804	Reflects GPO Npp 2020 - Contract No. PS20200 contract pricing. Notwithstanding anything to the contrary herein, the terms and conditions set forth in NPP 2020 - Contract No. PS20200 shall apply to the customer's purchase of the products set forth on this quote.

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <https://www.zoll.com/about-zoll/invoice-terms-and-conditions> and for software products can be found at <http://www.zoll.com/SSPTC> and for hosted software products can be found at <http://www.zoll.com/SSHTC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

1. This Quote expires on December 30, 2022. Pricing is subject to change after this date.
2. Applicable tax, shipping & handling will be added at the time of invoicing.
3. All purchase orders are subject to credit approval before being accepted by ZOLL.
4. To place an order, please forward the purchase order with a copy of this quotation to [esales@zoll.com](mailto:esales@zoll.com) or via fax to 978-421-0015.
5. All discounts from list price are contingent upon payment within the agreed upon terms.
6. Place your future accessory orders online by visiting [www.zollwebstore.com](http://www.zollwebstore.com).





**ZOLL Medical Corporation**

269 Mill Road  
Chelmsford, MA 01824-4105  
Federal ID# 04-2711626

Phone: (800) 348-9011  
Fax: (978) 421-0015  
Email: esales@zoll.com

Des Plaines Fire Department  
Quote No: Q-40863 Version: 1

**Order Information (to be completed by the customer)**

- Tax Exempt Entity (Tax Exempt Certificate must be provided to ZOLL)
- Taxable Entity (Applicable tax will be applied at time of invoice)

<b>BILL TO ADDRESS</b>	<b>SHIP TO ADDRESS</b>
Name/Department:	Name/Department:
Address:	Address:
City / State / Zip Code:	City / State / Zip Code:

Is a Purchase Order (PO) required for the purchase and/or payment of the products listed on this quotation?

- Yes      PO Number: \_\_\_\_\_      PO Amount: \_\_\_\_\_  
(A copy of the Purchase Order must be included with this Quote when returned to ZOLL)
- No      (Please complete the below section when submitting this order)

For organizations that do not require a PO, ZOLL requires written execution of this order. The person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms and prices in this quotation.

**Des Plaines Fire Department**

Authorized Signature:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

CITY OF DES PLAINES

RESOLUTION R - 203 - 22

**A RESOLUTION APPROVING THE PURCHASE OF A ZOLL X-SERIES CARDIAC MONITOR FROM ZOLL MEDICAL 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**, the City has appropriated funds for use by the Fire Department in the Equipment Replacement Fund for the purchase of Cardiac Monitor and associated accessories including, but not limited to, batteries, cables, case, and power supplies (collectively, the "*Equipment*"); and

**WHEREAS**, Zoll Medical Corporation ("*Vendor*") is the sole supplier of the Equipment that the Fire Department has throughout its fleet; and

**WHEREAS**, Vendor submitted a quote for the Equipment in the not-to-exceed amount of \$40,902.32; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to waive the competitive bidding requirements and procure the Equipment from Vendor;

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

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

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

**SECTION 3: APPROVAL OF PURCHASE.** The City Council hereby approves the purchase by the City of the Equipment from the Vendor in a total not-to-exceed amount of \$40,902.32.

**SECTION 4: AUTHORIZATION OF PURCHASE.** The City Council authorizes and directs the City Manager and the City Clerk to execute and seal documents approved by the General Counsel, and the City Manager to make payments, on behalf of the City, that are necessary to complete the purchase of the Equipment from the Vendor in a total not-to-exceed amount of \$40,902.32.

**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-Res Approving Purchase Zoll Medical Equipment 2022



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: November 1, 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 and Engineering *TPO*

Subject: MWRD/IDNR Hazard Mitigation Grant Program Phase 5 - Acquisition and Expenditure Authorization

**Issue:** The process of acquiring the following properties through the MWRD/IDNR Hazard Mitigation Grant Program Phase 5 is approaching the final stages. The following properties are proposed for acquisition under the program.

1868 Bennett Pl	375 Hawthorne Ln
1880 Berry Ln	396 Hawthorne Ln
1883 Berry Ln	397 Hawthorne Ln
1889 Berry Ln	1752 Junior Ter
1900 Berry Ln	1761 Junior Ter
1929 Berry Ln	1757 Locust St
1939 Berry Ln	1770 Rand Rd
1872 Big Bend Dr	1776 Rand Rd
1878 Big Bend Dr	1796 Rand Rd
1890 Big Bend Dr	1277 River Dr
1898 Big Bend Dr	1300 River Dr
1954 Big Bend Dr	1052 S Des Plaines River Rd
2073 Cedar St	1211 S Des Plaines River Rd
1640 E Algonquin Rd	1255 S Des Plaines River Rd
1800 E Algonquin Rd	2458 Seminary Ave
1812 E Algonquin Rd	1704 Van Buren Ave
1816 E Algonquin Rd	2031 Welwyn Ave
1820 E Algonquin Rd	2040 Welwyn Ave
1669 E Walnut Rd	

**Analysis:** As part of the grant agreement that was executed pursuant to Resolution R-99-22 on October 3rd, 2022, the City is ready to purchase the referenced properties. MWRD will cover 98.4% of the purchase cost and the City will cover 1.6%. The IDNR will fund the demolition and land restoration.

**Recommendation:** We request authorization to purchase the thirty-seven properties and expend funds in accordance with the MWRD Intergovernmental Agreement as approved in Resolution R-99-22. All purchase prices will be determined by appraisals in accordance with the agreement. Estimated cost to the City is \$500,000. Source of funding would be the Grant Projects Fund.

**Attachments:**

Resolution R-204-22

Exhibit A – Legal Descriptions of Properties

CITY OF DES PLAINES

RESOLUTION R - 204 - 22

**A RESOLUTION AUTHORIZING THE PURCHASE OF PROPERTIES LOCATED IN THE FLOOD PLAIN AREA IN DES PLAINES, ILLINOIS.**

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**WHEREAS**, the Metropolitan Water Reclamation District of Greater Chicago (“*MWRDGC*”) provides Pre-Disaster Mitigation Program (“*PDMP*”) grant funding; and

**WHEREAS**, MWRDGC awarded an PDMP grant to the City for the acquisition of 37 parcels of property that have been repeatedly damaged by flooding and for the demolition of the structures located on the Properties (“*Buyout Program*”); and

**WHEREAS**, on October 3, 2022, the City Council passed Resolution R-99-22, approving and authorizing execution of: (i) the “Intergovernmental Grant Agreement Between MWRDGC, Illinois Department of Natural Resources and City of Des Plaines” (“*IDNR Agreement*”); and (ii) the “Intergovernmental Agreement Between the City of Des Plaines and the Metropolitan Water Reclamation District of Greater Chicago for a Fifth Phase of Acquisition, Conversion to and Maintenance of Open Space of Certain Flood Prone Parcels of Real Property Located Along the Des Plaines River” (“*MWRD Agreement*”) with Metropolitan Water Reclamation District of Greater Chicago (“*MWRD*”) (collectively, the IDNR Agreement and the MWRD Agreement are the “*Project Agreements*”); and

**WHEREAS**, pursuant to the Project Agreements, the City was awarded grants in the amount of \$10,000,000 for: (i) the acquisition by the City of the properties, legally described in **Exhibit A** attached to and, by this reference, made a part of this Resolution, improved with residential structures and located within the flood plain that have been repeatedly damaged by flooding (“*Properties*”); and (ii) the demolition of the structures located on the Properties; and

**WHEREAS**, the purchase price for each of the Properties will be determined in accordance with the Project Agreements (“*Determined Purchase Prices*”); and

**WHEREAS**, the City has appropriated \$500,000 in the Grant Funded Projects Fund for the purchase of the Properties, which funds will be reimbursed through the PDGP; and

**WHEREAS**, in order to complete the sales, the owners of the Properties must enter into option and real estate contracts with the City in which the owners of the Properties agree to sell the Properties to the City in the amount of the Determined Purchase Prices (“*Purchase and Sale Documents*”); and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to execute the Purchase and Sale Documents and purchase the Properties for the Determined Purchase Prices;

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

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

**SECTION 2: APPROVAL OF PURCHASE AND SALE DOCUMENTS.** The City Council hereby approves the Purchase and Sale Documents and in a final form to be approved by the City Manager and the General Counsel.

**SECTION 3: AUTHORIZATION TO EXECUTE PURCHASE AND SALE DOCUMENTS.** The City Council hereby authorizes and directs the City Manager, or his designee, to execute and seal, on behalf of the City, the final Purchase and Sale Documents and to take all other actions necessary to complete the purchase of the Properties in the amount of the Determined Purchase Prices.

**SECTION 4: AUTHORIZATION TO PURCHASE PROPERTIES.** The City Council hereby authorizes the purchase of the Properties for the Determined Purchase Prices in accordance with the Project Agreements.

**SECTION 5: AUTHORIZATION TO MAKE PAYMENT.** The City Manager is hereby authorized to pay the amount of the Determined Purchase Price to the owner of each of the Properties purchased by the City pursuant to the Project Agreements.

**SECTION 6: EFFECTIVE DATE.** This Resolution shall be in full force and effect from and after its passage and approval according to law.

**[SIGNATURE PAGE FOLLOWS]**

**PASSED** this \_\_ day of \_\_\_\_\_, 2022.

**APPROVED** this \_\_ day of \_\_\_\_\_, 2022.

**VOTE:** AYES \_\_\_\_\_ NAYS \_\_\_\_\_ ABSENT \_\_\_\_\_

\_\_\_\_\_  
**MAYOR**

ATTEST:

Approved as to form:

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

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

DP-Resolution Phase 4 Authorizing Purchase of Properties in the Flood Plain



EXHIBIT A

**Buyout Round 5 - Legal Descriptions**

**1868 Bennett Place**

LOTS 26 AND 27 IN BLOCK 1 IN WHITE STEEL CAR ADDITION TO RIVERVIEW, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**1880 Berry Lane**

THAT PART OF LOT 9 LYING NORTH OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT OF THE NORTH AND SOUTH QUARTER LINE OF SAID SECTION 21, 16.15 CHAINS NORTH OF THE SOUTH QUARTER CORNER, THENCE SOUTH 88 DEGREES, 41 MINUTES AND 30 SECONDS WEST 1001.9 FEET TO THE CENTER LINE OF DES PLAINES AVENUE IN SHAGBARK LAKE MANOR NO. 2, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON SEPTEMBER 12, 1956 AS DOCUMENT NO. 1694918.

**1883 Berry Lane**

LOT 9 IN VOSS SHAGBARK SUBDIVISION OF THE NORTH 100.0 FEET OF THE SOUTH 916.0 FEET OF THAT PART LYING BETWEEN DES PLAINES ROAD AND CENTER LINE OF DES PLAINES RIVER OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART THEREOF LYING EAST OF THE LINE DRAWN AT RIGHT ANGLES TO THE SOUTH LINE THEREOF FROM A POINT 544.95 FEET EAST OF THE EASTERLY LINE OF SAID DES PLAINES ROAD) ALSO THAT PART OF LOT 1 LYING EAST OF THE LINE DRAWN AT RIGHT ANGLES TO THE SOUTH LINE OF SAID LOT 155.0 FEET EAST OF THE WEST LINE OF SAID LOT AS MEASURED ALONG THE SOUTH LINE THEREOF AND WEST OF A LINE DRAWN AT RIGHT ANGLES TO THE SOUTH LINE OF SAID NORTH 100 FEET FROM A POINT 544.95 FEET EAST OF THE EASTERLY LINE OF SAID DES PLAINES ROAD IN SHAGBARK LAKE MANOR NO. 2 BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/2 OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

**1889 Berry Lane**

LOT 8 IN VOSS SHAGBARK SUBDIVISION OF THE NORTH 100.0 FEET OF THE SOUTH 916.0 FEET OF THAT PART LYING BETWEEN DES PLAINES ROAD AND CENTER LINE OF DES PLAINES RIVER OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART THEREOF LYING EAST OF A LINE DRAWN AT RIGHT ANGLES TO THE SOUTH LINE THEREOF FROM A POINT 544.95 FEET EAST OF THE EASTERLY LINE OF SAID DES

PLAINES ROAD) ALSO THAT PART OF LOT 1 LYING EAST OF A LINE DRAWN AT RIGHT ANGLES TO THE SOUTH LINE OF SAID LOT 155.0 FEET EAST OF THE WEST LINE OF SAID LOT AS MEASURED ALONG THE SOUTH LINE THEREOF AND WEST OF A LINE DRAWN AT RIGHT ANGLES TO THE SOUTH LINE OF SAID NORTH 100.0 FEET FROM A POINT 544.95 FEET EAST OF THE EASTERLY LINE OF SAID DES PLAINES ROAD IN SHAGBARK LAKE MANOR BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**1900 Berry Lane**

"LOT 11 IN SHAGBARK LAKE MANOR NO. 2 BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER (1/4) OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ALSO DESCRIBED AS FOLLOWS:

PARCEL 1: THAT PART OF LOT 11 IN SHAGBARK LAKE MANOR NO. 2 HEREINAFTER DESCRIBED, BEING NORTH OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH AND SOUTH QUARTER (1/4) LINE OF SAID SECTION 21, 16.15 CHAINS NORTH OF THE SOUTH QUARTER (1/4) CORNER THENCE SOUTH 88 DEGREES, 41 MINUTES 30 SECONDS WEST 1001.9 FEET TO THE CENTER LINE OF DES PLAINES AVENUE IN SHAGBARK LAKE MANOR NO. 2, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER (1/4) OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON SEPTEMBER 12, 1945 AS DOCUMENT NUMBER 1694918; ALSO:

PARCEL 2: THAT PART OF LOT 11 IN SHAGBARK LAKE MANOR NO. 2, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER (1/4) OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN FALLING WITHIN FOLLOWING DESCRIBED PROPERTY: THE NORTH 100 FEET OF THE SOUTH 1016 FEET OF THAT PART OF THE SOUTH HALF (1/2) OF THE SOUTH HALF (1/2) OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BETWEEN DES PLAINES ROAD AND CENTER OF DES PLAINES RIVER, ALSO A STRIP OF LAND IN THE SOUTH HALF (1/2) OF THE SOUTH HALF (1/2) OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING ALL PART OF REVERE PARK SUBDIVISION AS SHOWN ON RECORD IN PLAT BOOK 143, PAGE 16, LYING NORTH OF A LINE, 1016 FEET NORTH OF SOUTH LINE OF SECTION 21, LYING BETWEEN DES PLAINES ROAD AND CENTER OF DES PLAINES RIVER, IN COOK COUNTY, ILLINOIS."

**1929 Berry Lane**

LOT 4 IN VOSS SHAGBARK SUBDIVISION OF THE NORTH 100.0 FEET OF THE SOUTH 916.0 FEET OF THAT PART LYING BETWEEN DES PLAINES ROAD AND CENTER LINE OF DES PLAINES RIVER OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART THEREOF LYING EAST OF A LINE DRAWN AT RIGHT ANGLES TO THE SOUTH LINE THEREOF FROM A POINT 544.95 FEET EAST OF THE EASTERLY LINE OF SAID DES PLAINES ROAD) ALSO THAT PART OF LOT 1 LYING EAST OF A LINE DRAWN AT RIGHT

ANGLES TO THE SOUTH LINE OF SAID LOT 155.0 FEET EAST OF THE WEST LINE OF SAID LOT AS MEASURED ALONG THE SOUTH LINE THEREOF AND WEST OF A LINE DRAWN AT RIGHT ANGLES TO THE SOUTH LINE OF SAID NORTH 100.0 FEET FROM A POINT 544.95 FEET EAST OF THE EASTERLY LINE OF SAID DES PLAINES ROAD IN SHAGBARK LAKE MANOR NUMBER 2 BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**1939 Berry Lane**

LOT 7 IN VOSS SHAGBARK SUBDIVISION, UNIT NO. 2, BEING A SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**1872 Big Bend Drive**

LOT 5 IN DOLORES RESUBDIVISION OF LOTS 4 THRU 6 BOTH INCLUSIVE IN DOLORES SUBDIVISION IN SECTION 16 AND 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED APRIL 7, 1970 AS DOCUMENT NO. 21, 128, 605.

**1878 Big Bend Drive**

LOT 3 IN DOLORES SUBDIVISION OF LOT 1 (EXCEPT THAT PART OF SAID LOT 1 CONVEYED TO CHARLES F. LOESCH BY WARRANTY DEED DATED SEPTEMBER 28, 1916 AND RECORDED OCTOBER 2, 1916 IN BOOK 14111, PAGE 400 AS DOCUMENT 5961633) IN THE SUBDIVISION OF LOT 28 IN HODGE'S SUBDIVISION OF PART OF SECTIONS 16 AND 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**1890 Big Bend Drive**

LOT 1 IN DOLORES SUBDIVISION OF LOT 1 (EXCEPT THAT PART OF SAID LOT 1 CONVEYED TO CHARLES F. LOESCH BY WARRANTY DEED DATED SEPTEMBER 28, 1916 AND RECORDED OCTOBER 2, 1916 IN BOOK 14111, PAGE 400 AS DOCUMENT 5961633) IN THE SUBDIVISION OF LOT 28 IN HODGE'S SUBDIVISION OF PART OF SECTIONS 16 AND 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**1898 Big Bend Drive**

LOT 1 OF BIG BEND ESTATES, BEING A RESUBDIVISION OF PARTS OF LOTS 1 AND 2 OF FREDERICH MEINHAUSEN'S DIVISION OF LANDS IN SECTIONS 15 AND 16, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH A PART OF LOT 1 AND ALL OF LOT 2 IN THE SUBDIVISION OF LOT 28 IN LEONARD HODGE'S SUBDIVISION OF PART OF SECTIONS 16 AND 17, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

**1954 Big Bend Drive**

LOT 8 IN BIG BEND ESTATES A RESUBDIVISION OF PARTS OF LOT 1 AND 2 OF FREDERICH MEINHAUSEN'S DIVISION OF LANDS IN SECTIONS 15 AND 16, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN TOGETHER WITH A PART OF LOT 1 AND ALL OF LOT 2 IN THE SUBDIVISION OF LOT 28 IN LEONARD HODGE'S SUBDIVISION OF PART OF SECTION 16 AND 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

**2073 Cedar Street**

THE SOUTH 1/2 OF THAT PART OF LOT 4 LYING EAST OF THE WEST 33 FEET THEREOF AND WEST OF A LINE 40 FEET WEST OF THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 28 IN BLOCK 1 IN ARTHUR T. MCINTOSH AND COMPANY'S ADDITION TO RIVERVIEW BEING A SUBDIVISION OF THE NORTH 9.75 CHAINS OF THE EAST 1/2 OF THE SOUTHWEST QUARTER AND THE NORTH 9.75 CHAINS WEST OF THE DES PLAINES ROAD OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**1640 East Algonquin Road**

PARCEL 1: LOTS 39 AND 40 IN BLOCK 9 OF RIVERSIDE ADDITION TO DES PLAINES IN SECTIONS 20 AND 21, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 22, 1891 AS DOCUMENT 1539637, IN COOK COUNTY, ILLINOIS.

PARCEL 2: SOUTH 1/2 OF THE VACATED ALLEY LYING NORTH AND ADJOINING LOTS 39 AND 40 IN BLOCK 9 IN RIVERSIDE ADDITION TO DES PLAINES A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 20 AND THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 22, 1891 AS DOCUMENT 1539637 IN COOK COUNTY, ILLINOIS.

**1800 East Algonquin Road**

LOT 4 IN RIVERWOOD IN DES PLAINES BEING A RESUBDIVISION OF THE SOUTHERLY 150 FEET (MEASURED ON THE WEST LINE) OF LOT 5 IN WHITCOMB'S DIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 21, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RIVERWOOD IN DES PLAINES, REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON NOVEMBER 6, 1963 IN DOCUMENT NUMBER 2121205.

**1812 East Algonquin Road**

LOT 5 IN RIVERWOOD IN DES PLAINES, BEING A RESUBDIVISION OF THE SOUTHERLY 150 FEET (MEASURED ON THE WEST LINE) OF LOT 5, IN WHITCOMB'S DIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED ON NOVEMBER 6, 1963 AS DOCUMENT LR2121205, IN COOK COUNTY, ILLINOIS.

**1816 East Algonquin Road**

LOT 7 IN RIVERWOOD IN DES PLAINES BEING A RESUBDIVISION OF THE SOUTHERLY 150 FEET (MEASURED ON THE WEST LINE) OF LOT 5 IN WHITCOMB'S DIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 21, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RIVERWOOD IN DES PLAINES, REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON NOVEMBER 6, 1963 IN DOCUMENT NUMBER 2121205.

**1820 East Algonquin Road**

LOT 6 IN RIVERWOOD IN DES PLAINES BEING A RESUBDIVISION OF THE SOUTHERLY 150 FEET (MEASURED ON THE WEST LINE) OF LOT 5 IN WHITCOMB'S DIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 21, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RIVERWOOD IN DES PLAINES, REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON NOVEMBER 6, 1963 IN DOCUMENT NUMBER 2121205.

**1669 East Walnut Avenue**

LOT 5 IN BLOCK 4 IN RIVER ADDITION TO DES PLAINES, A SUBDIVISION OF PART OF THE NORTH WEST 1/4 OF SECTION 21 AND PART OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**375 Hawthorne Lane**

LOT 1 OF THE SUBDIVISION OF THE SOUTH HALF OF LOT 25 OF L. HODGE'S SUBDIVISION OF PART OF SECTION 16 AND 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**396 Hawthorne Lane**

THAT PART OF LOT 23 IN L. HODGE'S SUBDIVISION OF PARTS OF SECTIONS 16 AND 17, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WESTERLY LINE OF SAID LOT 23 A DISTANCE OF 611.92 FEET, SOUTHERLY ALONG SAID WESTERLY LINE FROM THE NORTHWESTERLY CORNER OF SAID LOT AND RUNNING THENCE SOUTHERLY ALONG SAID WESTERLY LINE 48 FEET, THENCE EASTERLY IN A STRAIGHT LINE WHICH INTERSECTS A LINE 33 FEET WESTERLY FROM AND PARALLEL WITH THE EASTERLY LINE OF SAID LOT 23 AT A POINT 170 FEET NORTHEASTERLY ALONG SAID PARALLEL LINE FROM THE NORTHERLY LINE OF RAND ROAD TO THE EASTERLY LINE OF SAID LOT 23, THENCE NORTHERLY ALONG SAID EASTERLY LINE TO ITS INTERSECTION WITH A STRAIGHT LINE DRAWN THROUGH THE PLACE OF BEGINNING PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT 23, THENCE WESTERLY ALONG SAID PARALLEL LINE TO THE PLACE OF BEGINNING.

**397 Hawthorne Lane**

THAT PART OF LOT 4 LYING NORTHEASTERLY OF A LINE DRAWN 111 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT 4 AND LOT 1 IN THE SUBDIVISION OF THE NORTHWESTERLY 265 FEET OF LOT 24 OF

{00129331.1}

LEONARD HODGES' SUBDIVISION OF PART OF SECTION 16 AND 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**1752 Junior Terrace**

LOT 7 , IN THE SUBDIVISION OF THE NORTH HALF OF LOT 25 OF L. HODGE'S SUBDIVISION IN SECTIONS 16 AND 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**1761 Junior Terrace**

LOTS 8 AND 9 OF THE SUBDIVISION OF THE SOUTH 1/2 OF LOT 25, OF L. HODGE'S SUBDIVISION OF PART OF SECTIONS 16 AND 17, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**1757 Locust Street**

LOT 25 AND 26 AND THE WEST 1/2 OF VACATED ALLEY LYING EAST AND ADJOINING IN BLOCK 4 IN WHITES STEEL CAR ADDITION TO RIVERVIEW OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**1770 Rand Road**

LOT 2 (EXCEPT THE SOUTHWESTERLY 17 FEET THEREOF) IN HODGES SUBDIVISION OF THE NORTHWESTERLY 265 FEET OF LOT 24 OF LEONARD HODGES SUBDIVISION OF PART OF SECTION 16 AND 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**1776 Rand Road**

LOT 3 (EXCEPT THE SOUTHWESTERLY 17.0 FEET THEREOF) AND LOT 4 (EXCEPT THE SOUTHWESTERLY 17.0 FEET THEREOF AND EXCEPT THAT PART LYING NORTHEASTERLY OF A LINE DRAWN 111 FEET SOUTHWESTERLY OF AND PARALLEL WITH NORTHEASTERLY LINE OF SAID LOT 4) IN THE SUBDIVISION OF THE NORTHWESTERLY 265 FEET OF LOT 24 OF LEONARD HODGES SUBDIVISION OF PART OF SECTIONS 16 AND 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**1796 Rand Road**

THAT PART OF LOT TWENTY FOUR (24) IN L. HODGES' SUBDIVISION (HEREINAFTER DESCRIBED) DESCRIBED AS FOLLOWS: BEGINNING AT A POINT NORTH TWENTY SIX (26) DEGREES, EAST, THIRTY THREE (33) FEET AND SOUTH SIXTY FOUR (64) DEGREES EAST, TWO HUNDRED AND SIXTY FIVE (265) FEET FROM THE SOUTHWEST CORNER OF SAID LOT TWENTY FOUR (24), RUNNING THENCE SOUTH SIXTY FOUR (64) DEGREES EAST, FIFTY EIGHT (58) FEET PARALLEL TO THE SOUTHERLY LINE OF SAID LOT TWENTY FOUR (24), (SAID SOUTHERLY LINE OF SAID LOT BEING NOW CENTER OF PUBLIC HIGHWAY), TO A POINT; THENCE NORTH TWENTY SIX (26) DEGREES EAST, TWO HUNDRED AND EIGHTY ONE AND SIXTEEN ONE HUNDREDTHS (281.16) FEET PARALLEL WITH THE WESTERLY LINE OF SAID LOT, TO A POINT IN THE NORTH LINE

THEREOF; THENCE NORTH SIXTY FOUR (64) DEGREES WEST, FIFTY EIGHT (58) FEET ALONG THE NORTHERLY LINE OF SAID LOT, TO A POINT; THENCE SOUTH TWENTY SIX (26) DEGREES WEST, TWO HUNDRED AND EIGHTY ONE AND SIXTEEN ONE HUNDREDTHS (281.16) FEET PARALLEL WITH THE WESTERLY LINE OF SAID LOT, TO THE PLACE OF BEGINNING, (EXCEPTING FROM SAID TRACT THE SOUTHWESTERLY 17.00 FEET THEREOF);

EXCEPTING THEREFROM ANY PART OF LAND CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION BY DEED RECORDED FEBURARY 5, 2021 AS DOCUMENT NUMBER 2103607306: THAT PART OF LOT 24 IN L. HODGES' SUBDIVISION OF PARTS OF SECTIONS 16 AND 17 IN TOWNSHIP 41 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 19, 1872 AS DOCUMENT NO, 50684 IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTHEAST RIGHT OF WAY LINE OF RAND ROAD, SAID NORTHEAST RIGHT OF WAY LINE BEING THE NORTHEAST LINE OF THE SOUTHWEST 50 FEET OF SAID LOT 24, AT A POINT 69.13 FEET SOUTHEAST OF THE MONUMENTED SOUTHEAST LINE OF LOT 5 IN THE SUBDIVISION OF THE WEST 265 FEET OF LOT 24 OF L. HODGES' SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 19, 1924 AS DOCUMENT NO, 221608; THENCE NORTH 26 DEGREES 18 MINUTES 14 SECONDS EAST ON A BEARING BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM EAST ZONE NAD 83, A DISTANCE OF 141.74 FEET; THENCE NORTH 64 DEGREES 13 MINUTES 33 SECONDS WEST, 9.64 FEET; THENCE NORTH 25 DEGREES 46 MINUTES 27 SECONDS EAST, 121.11 FEET TO A POINT ON THE NORTHEAST LINE OF SAID LOT 24 THAT IS 60.05 FEET SOUTHEAST OF THE MONUMENTED NORTHEAST COMER OF SAID LOT 5, AS MEASURED ON THE NORTHEAST LINE OF SAID LOT 24; THENCE SOUTH 64 DEGREES 05 MINUTES 04 SECONDS EAST ON SAID NORTHEAST LINE, 63.95 FEET TO THE SOUTHEAST LINE OF THE NORTHWEST 389 FEET OF LOT 24 AS MONUMENTED; THENCE SOUTH 25 DEGREES 56 MINUTES 13 SECONDS WEST ON SAID SOUTHEAST LINE, 262.69 FEET TO THE NORTHEAST LINE OF THE SOUTHWEST 50 FEET OF SAID LOT 24 AND TO THE NORTH RIGHT OF WAY LINE OF SAID RAND ROAD; THENCE NORTH 64 DEGREES 13 MINUTES 36 SECONDS WEST ON SAID NORTHEAST RIGHT OF WAY LINE AND ON THE NORTHEAST LINE OF THE SOUTH 50 FEET OF SAID LOT 24, A DISTANCE OF 54.87 FEET TO THE POINT OF BEGINNING, IN SAID L. HODGES' SUBDIVISION OF PARTS OF SECTIONS 16 AND 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN.

**1277 River Drive**

THAT PART OF THE SOUTHERLY ONE-HALF OF LOT 27, AND THAT PART OF LOT 28 LYING EASTERLY OF A LINE 40 FEET EASTERLY OF, MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE WESTERLY LINE OF SAID LOTS 27 AND 28, ALL IN SHORE ACRES SUBDIVISION IN DES PLAINES, ILLINOIS, OF THAT PART OF THE NORTH HALF (1/2) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF CENTER OF DES PLAINES RIVER, EAST OF CENTER OF DES PLAINES ROAD AND NORTH OF THE NORTH LINE OF LAND CONVEYED BY BENJAMIN BOYER AND WIFE TO FRANKLIN

WHITCOMB, BY DEED RECORDED FEBRUARY 17, 1883 AS DOCUMENT NO. 448763 IN BOOK 1315, PAGE 215.

**1300 River Drive**

LOT THIRTY ONE (31) (EXCEPT THE WESTERLY 40 FEET THEREOF) LOT THIRTY TWO (32) (EXCEPT THE WESTERLY 40 FEET THEREOF) IN SHORE ACRES SUBDIVISION IN DES PLAINES, ILLINOIS, OF THAT PART OF THE NORTH HALF (1/2) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF CENTER OF DES PLAINES RIVER EAST OF CENTER OF DES PLAINES ROAD AND NORTH OF THE NORTH LINE OF LAND CONVEYED BY BENJAMIN POYER AND WIFE TO FRANKLIN WHITCOMB, BY DEED RECORDED FEBRUARY 17, 1883, AS DOCUMENT NO. 448763, IN BOOK 1315 PAGE 215. LOT FOUR (4) EXCEPT THAT PART LYING NORTHERLY OF THE NORTHERLY LINE, EXTENDED EASTERLY OF THE SOUTHERLY HALF (1/2) OF LOT THIRTY (30) IN SHORE ACRES SUBDIVISION, IN SECOND SHORE ACRES SUBDIVISION, BEING A RESUBDIVISION OF PART OF SHORE ACRES SUBDIVISION IN THE NORTH HALF (1/2) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 21, TOWN 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN.

LOT THIRTY THREE (33) IN SHORE ACRES SUBDIVISION IN DES PLAINES, ILLINOIS, OF THAT PART OF THE NORTH HALF (1/2) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 21, TOWN 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF CENTER OF THE DES PLAINES RIVER, EAST OF CENTER OF DES PLAINES ROAD AND NORTH OF THE NORTH LINE OF LAND CONVEYED BY BENJAMIN POYER AND WIFE TO FRANKLIN WHITCOMB BY DEED RECORDED FEBRUARY 17, 1883, AS DOCUMENT NO. 448763 IN BOOK 1315 PAGE 215.

**1052 S Des Plaines River Road**

LOT 3 IN BLOCK 4 IN RIVER ADDITION TO DES PLAINES, A SUBDIVISION OF PARTS OF SECTIONS 20 AND 21, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**1211 S Des Plaines River Road**

LOT 2 (EXCEPT THAT PART THEREOF TAKEN FOR HIGHWAY) AND ALL OF LOTS 4 AND 5 IN SHORE ACRES SUBDIVISION IN DES PLAINES, ILLINOIS OF THAT PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF CENTER OF THE DES PLAINES RIVER, EAST OF THE CENTER OF DES PLAINES ROAD AND NORTH OF THE NORTH LINE OF LAND CONVEYED BY BENJAMIN BOYER AND WIFE TO FRANKLIN WHITCOMB BY DEED RECORDED FEBRUARY 17, 1883 AS DOCUMENT 448763 IN BOOK 1315, PAGE 215 IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THAT PORTION CONVEYED BY WARRANTY DEED RECORDED JUNE 21, 1993 AS DOCUMENT NUMBER 93470671, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 5; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINES OF LOTS 5, 4 AND 2, A DISTANCE OF 129.18 FEET TO THE SOUTH RIGHT OF WAY LINE OF ALGONQUIN ROAD; THENCE EASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 4.04 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT,

{00129331.1}



HAVING A RADIUS OF 15,429.51 FEET, AN ARC DISTANCE OF 128.23 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 5 THAT IS 2.22 FEET, AS MEASURED ALONG SAID SOUTH LINE, EASTERLY OF THE POINT OF BEGINNING; THENCE WESTERLY ALONG THE SAID SOUTH LINE A DISTANCE OF 2.22 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**1255 S Des Plaines River Road**

LOT 15 IN SHORE ACRES SUBDIVISION IN DES PLAINES, ILLINOIS, OF THAT PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF CENTER OF DES PLAINES RIVER, EAST OF THE CENTER OF DES PLAINES ROAD, AND NORTH OF THE NORTH LINE OF LAND CONVEYED BY BENJAMIN BOYER AND WIFE TO FRANKLIN WHITCOMB, BY DEED RECORDED FEBRUARY 17, 1883, AS DOCUMENT NUMBER 448763, IN BOOK 1315, PAGE 215, IN COOK COUNTY, ILLINOIS.

**2458 Seminary Avenue**

THE EAST 55.0 FEET, AS MEASURED ON THE NORTH AND SOUTH LINES THEREOF THE SOUTH 150.0 FEET, AS MEASURED ON THE EAST AND WEST LINES THEREOF, OF LOT 10 IN CENTRAL HIGH SCHOOL ADDITION TO DES PLAINES, IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED APRIL 24, 1927 AS DOCUMENT 9998960, IN BOOK 258 OF PLATS, PAGE 38, IN COOK COUNTY, ILLINOIS.

**1704 Van Buren Avenue**

LOT 7 (EXCEPT THE EAST 40 FEET THEREOF) AND LOT 8 (EXCEPT THE WEST 40 FEET THEREOF) IN BLOCK 1 IN A. T. MCINTOSH AND COMPANY'S DES PLAINES HEIGHTS, A SUBDIVISION OF BLOCK 10 OF NORRIE PARK SUBDIVISION OF THE NORTH PART (EAST OF RAILROAD) OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO THAT PART WEST OF DES PLAINES ROAD OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**2031 Welwyn Avenue**

LOT 17 IN WELWYN, BEING A RESUBDIVISION OF ALL OF BLOCKS 4, 5 AND 6 (EXCEPT LOTS 9, 10 AND 11 IN BLOCK 6), TOGETHER WITH VACATED FARGO AVENUE LYING BETWEEN BLOCKS 5 AND 6 AND VACATED LAGRANGE STREET LYING BETWEEN THE SOUTH LINE OF BLOCKS 4 AND 6 AND THE NORTH LINE OF BLOCKS 4 AND 5 AND VACATED ALLEYS IN BLOCKS 5 AND 6 ALL IN OLIVER SALINGER AND COMPANY'S TOUHY AVENUE SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**2040 Welwyn Avenue**

LOT 10 IN WELWYN, BEING A RESUBDIVISION OF ALL OF BLOCKS 4, 5 AND 6 (EXCEPT LOTS 9, 10 AND 11 IN BLOCK 6), TOGETHER WITH VACATED FARGO AVENUE LYING

BETWEEN BLOCKS 5 AND 6 AND VACATED LAGRANGE STREET LYING BETWEEN THE SOUTH LINE OF BLOCKS 4 AND 6 AND THE NORTH LINE OF BLOCKS 4 AND 5 AND VACATED ALLEYS IN BLOCKS 5 AND 6 ALL IN OLIVER SALINGER AND COMPANY'S TOUHY AVENUE SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: November 1, 2022  
 To: Michael G. Bartholomew, MCP, LEED-AP, City Manager  
 From: Jon Duddles, P.E., CFM, Assistant Director of Public Works and Engineering *ADJ*  
 Cc: Timothy Oakley, P.E., CFM, Director of Public Works and Engineering *TPO*  
 Subject: Municipal GIS Partners Supplemental Statement of Work 2023

**Issue:** The Geographic Information System (GIS) Consortium is requesting that each member community enter into an updated Supplemental Statement of Work agreement with Municipal GIS Partners, Inc. to provide GIS services. Municipal GIS Partners (MGP) is the vendor, selected by the GIS Consortium, to provide staffing and technical services for the City’s GIS.

**Analysis:** The City has been a member of the GIS Consortium since 2002. There are now 38 other community members. During the preceding year, MGP created a map viewer that allows small businesses to search for their address to see if they are in an area that may qualify for additional funding. They also implemented a process whereby service line material is derived from meter replacement activities to track regulated materials such as lead. MGP also created the public Capital Improvement Project and Road Construction Web Viewer that allows residents to see the locations of all active road construction projects in the City that may impact them. That information is available to all users of the City’s computer network system, and the general public at [www.gisconsortium.org](http://www.gisconsortium.org) or on the City’s website under Des Plaines Interactive Map.

**Recommendation:** We recommend approval of the one (1) year GIS Consortium Service Provider Contract with Municipal GIS Partners, Inc., 701 Lee Street, Suite 1020, Des Plaines, IL 60016 in the not-to-exceed amount of \$222,480.00 for 2023. This is a budgeted item from the GIS, General Fund.

**Attachments:**  
 Resolution R-205-22  
 Exhibit A - MGP Service Provider Contract

**CITY OF DES PLAINES**

**RESOLUTION R - 205 - 22**

**A RESOLUTION APPROVING GIS CONSORTIUM SERVICE PROVIDER CONTRACT WITH MUNICIPAL GIS PARTNERS, INC. FOR GEOGRAPHIC INFORMATION SYSTEM SUPPORT 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 of Des Plaines is a member of the Municipal Geographic Information System Consortium ("*Consortium*"); and

**WHEREAS**, the Consortium has selected Municipal GIS Partners, Inc., of Des Plaines, Illinois, ("*MGP*") as the sole source provider of geographic information system services ("*Services*"); and

**WHEREAS**, pursuant to Chapter 10 of Title 1 of the City Code of the City of Des Plaines and Section 7.4(E) of the City's purchasing policy, the City Council has determined that the procurement of the Services is not adapted to award by competitive bidding because: (i) the Services will be procured with other units of government pursuant to the City's membership in the Consortium; and (ii) the Services require a high degree of professional skill where the ability or fitness of the individual plays an important part; and

**WHEREAS**, MGP performed the Services for the Consortium in the past to the Consortium's and the City's satisfaction; and

**WHEREAS**, on November 2, 2020, the City Council adopted Resolution R-185-20, approving the execution of a three-year agreement ("*Prior Agreement*") with MGP for the procurement of geographic information system support services ("*Services*"), which Prior Agreement expires on December 31, 2023; and

**WHEREAS**, the City desires to enter into a new Agreement with MGP to perform the Services as required by the City ("*Agreement*") pursuant to statements of work in accordance with the Agreement; and

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

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

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

**SECTION 2: APPROVAL OF AGREEMENT.** The City Council hereby approves the Agreement in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel in the amount of \$222,480.

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

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

**PASSED** this \_\_\_ day of \_\_\_\_\_, 2022.

**APPROVED** this \_\_\_ day of \_\_\_\_\_, 2022.

**VOTE:** AYES \_\_\_\_\_ NAYS \_\_\_\_\_ ABSENT \_\_\_\_\_

\_\_\_\_\_  
**MAYOR**

ATTEST:

Approved as to form:

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

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

DP-Resolution Approving Supplemental Agreement with Municipal GIS Partners 2022

## GIS CONSORTIUM SERVICE PROVIDER CONTRACT

This contract (this “*Contract*”) made and entered into this 1st day of January, 2023 (the “*Effective Date*”), by and between the City of Des Plaines, an Illinois municipal corporation (hereinafter referred to as the “*Municipality*”), and Municipal GIS Partners, Incorporated, 701 Lee Street, Suite 1020, Des Plaines, Illinois 60016 (hereinafter referred to as the “*Consultant*”).

**WHEREAS**, the Municipality is a member of the Geographic Information System Consortium (“*GISC*”);

**WHEREAS**, the Consultant is a designated service provider for the members of GISC and is responsible for providing the necessary professional staffing resource support services as more fully described herein (the “*Services*”) in connection with the Municipality’s geographical information system (“*GIS*”);

**WHEREAS**, the Municipality desires to engage the Consultant to provide the Services on the terms set forth herein; and

**WHEREAS**, the Consultant hereby represents itself to be in compliance with Illinois statutes relating to professional registration applicable to individuals performing the Services hereunder and has the necessary expertise and experience to furnish the Services upon the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing and of the promises hereinafter set forth, it is hereby agreed by and between the Municipality and the Consultant that:

### SECTION 1 SCOPE OF SERVICES

1.1 Statement of Work. This Contract contains the basic terms and conditions that will govern the overall relationship between the Consultant and the Municipality. The Consultant will provide the Services described in the statement of work attached hereto as *Attachment 1* (“*Statement of Work*”), which shall become a part of and subject to this Contract.

1.2 Supplemental Statements of Work. Any additional services to be performed by the Consultant may be added to this Contract after the Effective Date by the mutual agreement of the parties, which agreement will be evidenced by mutual execution of a Supplemental Statement of Work which shall also be subject to the terms and conditions set forth in this Contract.

1.3 Additional Compensation. If the Consultant wishes to make a claim for additional compensation as a result of action taken by the Municipality, the Consultant shall give written notice of its claim within fifteen (15) days after occurrence of such action. Regardless of the decision of the Municipality Manager relative to a claim submitted by the Consultant, all work required under this Contract as determined by the Municipality Manager shall proceed without interruption.

1.4 Contract Governs. If there is a conflict between the terms of this Contract and the Statement of Work or any Supplemental Statement of Work, unless otherwise specified in such Statement of Work, the terms of this Contract shall supersede the conflicting provisions contained in such Statement of Work.

## **SECTION 2 PERFORMANCE OF WORK**

2.1 All work hereunder shall be performed under the direction of the City Manager or their designee (hereinafter referred to as the “*Municipality Manager*”) in accordance with the terms set forth in this Contract and each relevant Statement of Work.

## **SECTION 3 RELATIONSHIP OF PARTIES**

3.1 Independent Contractor. The Consultant shall at all times be an independent contractor, engaged by the Municipality to perform the Services. Nothing contained herein shall be construed to constitute a partnership, joint venture or agency relationship between the parties.

3.2 Consultant and Employees. Neither the Consultant nor any of its employees shall be considered to be employees of the Municipality for any reason, including but not limited to for purposes of workers’ compensation law, Social Security, or any other applicable statute or regulation.

3.3 No Authority to Bind. Unless otherwise agreed to in writing, neither party hereto has the authority to bind the other to any third party or to otherwise act in any way as the representative of the other.

## **SECTION 4 PAYMENT TO THE CONSULTANT**

4.1 Payment Terms. The Municipality agrees to pay the Consultant in accordance with the terms and amounts set forth in the applicable Statement of Work, provided that:

(a) The Consultant shall submit invoices in a format approved by the Municipality.

(b) The Consultant shall maintain records showing actual time devoted to each aspect of the Services performed and cost incurred. The Consultant shall permit the authorized representative of the Municipality to inspect and audit all data and records of the Consultant for work done under this Contract. The Consultant shall make these records available at reasonable times during this Contract period, and for a year after termination of this Contract.

(c) The service rates and projected utilization set forth in the applicable Statement of Work shall adjust each calendar year in accordance with the annual rates approved by the Board of Directors of GISC which shall be reflected in a Supplemental Statement of Work.

(d) Payments to the Consultant shall be made pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

(e) The Municipality is a tax-exempt municipality and will provide Consultant with a copy of the Municipality's current sales tax exemption certificate. Consultant shall not charge the Municipality any tax incurred by the Consultant for these Services.

4.2 Service Rates. The fees and/or service rates set forth in the Statement of Work and Supplemental Statement of Work include all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use of, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

## SECTION 5 TERM

5.1 Initial Term. Subject to earlier termination pursuant to the terms of this Contract, the initial term of this Contract shall commence on the Effective Date and remain in effect for three (3) years (the "**Initial Term**").

5.2 Renewal Terms. The Initial Term may be extended for successive one (1) year periods or for any other period as mutually agreed to in writing and set forth in a Supplemental Statement of Work executed by both parties (each, a "**Renewal Term**;" and all Renewal Terms, together with the Initial Term, being the "Term of this Agreement").

5.3 Status of this Contract. The expiration of the Initial Term or a Renewal Term shall not terminate or affect the obligations of the Parties to each other under any existing Statement of Work or Supplemental Statement of Work issued pursuant to this Contract, and such Statement of Work or Supplemental Statement of Work shall continue in full force and effect and shall continue to be governed by the terms of this Contract until the expiration or completion of such Statement of Work or Supplement Statement of Work or until such Statement of Work or Supplemental Statement of Work is itself terminated pursuant to this Contract.

## SECTION 6 TERMINATION OF CONTRACT

6.1 Voluntary Termination. Notwithstanding any other provision hereof, (a) the Municipality may terminate this Contract, any Statement of Work, or any Supplemental Statement of Work during the Initial Term or any Renewal Term, with or without cause, at any time upon ninety (90) calendar days prior written notice to the Consultant; (b) the Consultant may terminate this Contract, any Statement of Work, or any Supplemental Statement of Work, with or without cause, at any time upon one hundred eighty (180) calendar days prior written notice to the Municipality; or (c) following the expiration of the Term of this Agreement, and notwithstanding Section 5.3 of this Agreement, either Party may terminate any Statement of Work or any



Supplemental Statement of Work, with or without cause, upon thirty (30) calendar days prior written notice to the other Party.

6.2 Termination for Breach. Either party may terminate this Contract upon written notice to the other party following a material breach of a material provision of this Contract by the other party if the breaching party does not cure such breach within fifteen (15) days of receipt of written notice of such breach from the non-breaching party.

6.3 Payment for Services Rendered. In the event that this Contract is terminated in accordance with this Section 6, the Consultant shall be paid for services actually performed and reimbursable expenses actually incurred.

6.4 Effect of Termination. Termination of any Statement of Work or Supplemental Statement of Work will have no effect on this Contract. Termination of this Contract will serve to immediately terminate all open Statements of Work and Supplemental Statements of Work, absent a written agreement between the parties otherwise. Termination or expiration of this Contract, any Statement of Work, or any Supplemental Statement of Work will not affect any right or obligation of a party that comes into effect before, upon, or after such termination or expiration, or otherwise survives such termination or expiration, which was incurred by such party prior to such termination or expiration.

## **SECTION 7 CONSULTANT PERSONNEL AND SUBCONTRACTORS**

7.1 Adequate Staffing. The Consultant must assign and maintain during the term of this Contract and any renewal thereof, an adequate staff of competent employees, agents, or subcontractors (“**Consultant Personnel**”) that is fully equipped, licensed as appropriate and qualified to perform the Services as required by the Statement of Work or Supplemental Statement of Work.

7.2 Availability of Personnel. The Consultant shall notify the Municipality as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Consultant Personnel assigned to provide the Municipality with the Services. The Consultant shall have no claim for damages and shall not bill the Municipality for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the time of performance as a result of any such termination, reassigning, or resignation.

7.3 Use of Subcontractors. The Consultant’s use of any subcontractor or subcontract to perform the Services shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Contract. All Services performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of the Consultant. Consultant shall be fully responsible and assumes liability for the acts and omissions of all subcontractors directly or indirectly employed by, or working at the direction of, the Consultant in the performance of the Services.

7.4 Removal of Personnel and Subcontractors. Municipality may, upon written notice to Consultant, request that any Consultant Personnel be removed or replaced. Consultant shall

promptly endeavor to replace such Consultant Personnel and Municipality shall have no claim for damages for a delay or extension of the applicable Statement of Work as a result of any such removal or replacement.

7.5 Non-Solicitation of Consultant Employees. The Municipality agrees that during the term of this Contract and for a period of one (1) year thereafter, it shall not, directly or indirectly, through any other person, firm, corporation or other entity, solicit, induce, encourage or attempt to induce or encourage any employee of the Consultant to terminate his or her employment with the Consultant or to breach any other obligation to the Consultant. The Municipality acknowledges that the aforementioned restrictive covenant contained in this Section is reasonable and properly required for the adequate protection of the Consultant's business.

## **SECTION 8 ACCOMMODATION OF CONSULTANT PERSONNEL; MUNICIPAL FACILITIES**

8.1 Facilities, Equipment, and Records. The Municipality shall provide the Consultant with adequate and safe office space, furnishings, records, hardware, software and connectivity to fulfill the objectives of the GIS program. Facilities, equipment, and records include, but are not limited to, the following:

- (a) Office space for the Consultant's Personnel. This space should effectively and securely house all required GIS systems, peripherals and support tools. This space must be available during normal business hours;
- (b) Furnishings including adequate desk(s), shelving, and seating for the Consultant's Personnel;
- (c) A telephone line and phone to originate and receive outside calls;
- (d) A network connection with adequate speed and access to the internet;
- (e) Hardware, software, peripherals, and network connectivity to perform the program objectives efficiently; and
- (f) Any Municipality data or record which is necessary for carrying out the work as outlined in the Contract, Statement of Work or Supplemental Statement of Work.

8.2 Backup and Recovery Systems. The Municipality shall be responsible for installing, operating and monitoring the backup and recovery systems for all the Municipality's GIS assets that permit the Consultant to continue Services within a reasonable period of time following a disaster or outage. The Consultant shall be responsible for installing, operating and monitoring the backup and recovery systems for all Consultant's assets that permit the Municipality to continue accessing the GISC Materials and Services within a reasonable period of time following a disaster or outage.

8.3 Right of Entry; Limited Access. Consultant's Personnel performing Services shall be permitted to enter upon the Municipality's property in connection with the performance of the Services, subject to those rules established by the Municipality. Consent to enter upon a

Municipality's facility given by the Municipality shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Municipality. Consultant's Personnel shall have the right to use only those facilities of the Municipality that are necessary to perform the Services and shall have no right to access any other facilities of the Municipality.

## **SECTION 9 CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY; FOIA**

9.1 Municipal Materials. The Consultant acknowledges and agrees that all trademarks, service marks, logos, tradenames and images provided by or on behalf of the Municipality to the Consultant for use in performing the Services and the GIS database (including files created from the database) created by Consultant hereunder (the "***Municipal Materials***") are the sole and exclusive property of the Municipality. The Consultant acknowledges that this Contract is not a license to use the Municipal Materials except as needed to perform the Services hereunder.

9.2 Third-Party Materials. If applicable, to the extent the Consultant has agreed to obtain and/or license Third-Party Materials on behalf of Municipality, the Consultant shall obtain a license for Municipality to use the Third-Party Materials as part of the Services for the purpose specified in the applicable Statement of Work. "***Third-Party Materials***" shall include, but are not limited to, computer software, script or programming code or other materials owned by third parties and/or any software available from third parties, that is licensed by Consultant for the benefit of the Municipality.

9.3 GISC Materials. It is expressly understood that, excluding the Municipal Materials and Third-Party Materials, all members of GISC and the Consultant may use or share in any improvements or modifications incorporated into any computer software (in object code and source code form), script or programming code used or developed by the Consultant in providing Services hereunder (the "***GISC Materials***").

(a) The Consultant hereby grants the Municipality a limited, personal, nontransferable, non-exclusive license to use the GISC Materials solely for the purpose of and in connection with the Municipality's GIS. Upon expiration or termination of this Contract, or at such time the Municipality is no longer a member of GISC or in breach of its obligations hereunder, the Municipality shall not be entitled to or granted a license in future enhancements, improvements or modifications in the GISC Materials. The Municipality may grant a sublicense to a third party that the Municipality engages to maintain or update the GISC Materials in connection with the Municipality's GIS; provided that such third party agrees in writing to be bound by the license restrictions set forth in this Contract.

(b) The Municipality acknowledges that the Consultant is in the business of providing staffing resource support services and that the Consultant shall have the right to provide services and deliverables to third parties that are the same or similar to the services that are to be rendered under this Contract, and to use or otherwise exploit any GISC Materials in providing such services.

9.4 Confidential Information. In the performance of this Contract, the Consultant may have access to or receive certain information in the possession of the Municipality that is not

generally known to members of the public ("**Confidential Information**"). The Consultant acknowledges that Confidential Information includes, but is not limited to, proprietary information, copyrighted material, educational records, employee data, financial information, information relating to health records, resident account information, and other information of a personal nature. Consultant shall not use or disclose any Confidential Information without the prior written consent of the Municipality. Consultant will use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any Confidential Information received from or on behalf of the Municipality. Upon the expiration or termination of this Contract, Consultant shall promptly cease using and shall return or destroy (and certify in writing destruction of) all Confidential Information furnished by the Municipality along with all copies thereof in its possession including copies stored in any computer memory or storage medium. The term "Confidential Information" does not include information that (a) is or becomes generally available to the public other than as a result of a breach of this Contract by the Consultant; (b) was in the Consultant's or Consultant Personnel's possession on a non-confidential basis from any source other than the Municipality, which source, to the knowledge of the Consultant, is entitled to disclose such information without breach of any obligation of confidentiality; (c) is independently developed by the Consultant without the use of or reference to, in whole or in part, any Confidential Information; (d) required to be disclosed pursuant to a court order issued by a court having jurisdiction thereof (subject to Section 9.5); or (e) information subject to disclosure under FOIA (as defined below in Section 9.6). For avoidance of doubt, it is agreed that the GISC Materials shall not be considered Confidential Information.

9.5 Dissemination of Confidential Information. Unless directed by the Municipality, Consultant shall not disseminate any Confidential Information. If Consultant is presented with a request for documents by any administrative agency or with a subpoena *duces tecum* regarding any Confidential Information which may be in Consultant's possession as a result of Services provided under this Contract, unless prohibited by law, Consultant shall immediately give notice to the Municipality with the understanding that the Municipality shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Consultant shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended. Consultant shall cause its personnel, staff and subcontractors, if any, to undertake the same obligations regarding confidentiality and dissemination of information as agreed to by Consultant under this Contract.

9.6 Freedom of Information Act Requests. Within four (4) business days after the Municipality's Notice to the Consultant of the Municipality's receipt of a request made pursuant to the Illinois Freedom of Information Act (ILCS 140/1 et seq. – herein "FOIA"), the Consultant shall furnish all requested records in the Consultant's possession which are in any manner related to this Contract or the Consultant's performance of the Services, including but not limited to any documentation related to the Municipality and associated therewith. The Consultant shall not apply any costs or charge any fees to the Municipality or any other person, firm or corporation for its procurement and retrieval of such records in the Consultant's possession which are sought to be copied or reviewed in accordance with such FOIA request or requests. The Consultant shall defend, indemnify and hold harmless the Municipality including its several departments and including its officers and employees and shall pay all of the Consultant's Costs associated with such FOIA request or requests including Costs arising from the Consultant's failure or alleged

failure to timely furnish such documentation and/or arising from the Consultant's failure or alleged failure otherwise to comply with the FOIA, whether or not associated with the Consultant's and/or the Municipality's defense of any litigation associated therewith. In addition, if the Consultant requests the Municipality to deny the FOIA request or any portion thereof by utilizing one or more of the lawful exemptions provided for in the FOIA, the Consultant shall pay all Costs in connection therewith. As used herein, "in the Consultant's possession" includes documents in the possession of any of the Consultant's officers, agents, employees and/or independent contractors; and "Costs" includes but is not limited to attorneys' fees, witness fees, filing fees and any and all other expenses — whether incurred by the Municipality or the Consultant.

9.7 News Releases. The Consultant may not issue any news releases without prior approval from the Municipality Manager nor will the Consultant make public proposals developed under this Contract without prior written approval from the Municipality Manager.

9.8 Survive Termination. The provisions of Section 9.1 and 9.4 through and including 9.8 shall survive the termination of this Contract.

## **SECTION 10 LIMITATION OF LIABILITY**

10.1 THE REPRESENTATIONS SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. UNDER NO CIRCUMSTANCES SHALL EITHER THE CONSULTANT OR THE MUNICIPALITY BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING LOST SALES OR PROFITS, IN CONNECTION WITH THIS CONTRACT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **SECTION 11 CONSULTANT WARRANTY; INDEMNIFICATION; INSURANCE**

11.1 Warranty of Services. The Consultant warrants that the Services shall be performed in accordance with industry standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the time of the Effective Date.

11.2 Indemnification. The Consultant shall indemnify and save harmless the Municipality and its officers, employees, and agents from and against any and all loss, liability and damages of whatever nature, including Workmen's Compensation claims by Consultant's employees, in any way resulting from or arising out of the intentional, willful and wanton, negligent and/or gross negligent actions or omissions of the Consultant, the Consultant's employees and agents.

11.3 Insurance. The Consultant must procure and maintain, for the duration of this Contract, insurance as provided in **Attachment 2** to this Contract.

11.4 No Personal Liability No official, director, officer, agent, or employee of any party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Contract or because of its or their execution, approval or attempted execution of this Contract.

## SECTION 12 GENERAL PROVISIONS

12.1 Equal Employment Opportunity Clause. In the event of the Consultant's non-compliance with the provisions of this Section 12.1 or the Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq.*, as it may be amended from time to time, and any successor thereto (the "**Act**"), the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Consultant agrees as follows:

(a) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, the Consultant will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

(b) That, if the Consultant hires additional employees in order to perform this Contract or any portion of this Contract, the Consultant will determine the availability (in accordance with 44 Ill. Admin. C. 750.5, *et seq.*, as it may be amended from time to time, and any successor thereto (the "**Applicable Regulations**")) of minorities and women in the areas from which the Consultant may reasonably recruit and the Consultant will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

(c) That, in all solicitations or advertisements for employees placed by the Consultant or on the Consultant's behalf, the Consultant will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

(d) That the Consultant will send to each labor organization or representative of workers with which the Consultant has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Consultant's obligations under the Act and the Applicable Regulations. If any labor organization or representative fails or refuses to cooperate with the Consultant in the Consultant's efforts to comply with the Act and the Applicable Regulations, the Consultant will promptly notify the

Illinois Department of Human Rights (the “*Department*”) and the Municipality and will recruit employees from other sources when necessary to fulfill its obligations under the Contract.

(e) That the Consultant will submit reports as required by the Applicable Regulations, furnish all relevant information as may from time to time be requested by the Department or the Municipality, and in all respects comply with the Act and the Applicable Regulations.

(f) That the Consultant will permit access to all relevant books, records, accounts and work sites by personnel of the Municipality and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

(g) That the Consultant will include verbatim or by reference the provisions of this Section 12.1 in every subcontract awarded under which any portion of the Contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this Contract, the Consultant will be liable for compliance with applicable provisions of this Section 12.1 by subcontractors; and further the Consultant will promptly notify the Municipality and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Consultant will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

12.2 No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.*

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

12.4 Compliance with Laws and Grants. Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Consultant shall also comply with all conditions of any federal, state, or local grant received by Municipality or Consultant with respect to this Contract or the Services.

12.5 Assignments and Successors. This Contract and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto; provided, however, that no assignment, delegation or subcontracting shall be made without the prior written consent of the Municipality.

12.6 Severability. The parties intend and agree that, if any paragraph, subparagraph, phrase, clause, or other provision of this Contract, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.

12.7 Third Party Beneficiary. No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than the Consultant shall be made or be valid against the Municipality.

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

12.9 Governing Laws. This Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall reside in Cook County, Illinois.

12.10 Headings. The headings of the several paragraphs of this Contract are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit, or describe the scope of intent of any provision of this Contract, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

12.11 Modification or Amendment. This Contract constitutes the entire Contract of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment or Supplemental Statement of Work duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed amendment hereof.

12.12 Attachments. Attachments 1 and 2 are attached hereto, and by this reference incorporated in and made a part of this Contract. In the event of a conflict between any Attachment and the text of this Contract, the text of this Contract shall control.

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

12.14 Good Faith Negotiation. Before commencing any legal action, the parties agree to enter into good faith negotiations to resolve any controversy, claim, or dispute (“*Dispute*”). Such good faith negotiations shall commence promptly upon a party’s receipt of notice of any Dispute from the other party and continue for a period of fourteen (14) days or any period of time as mutually agreed upon.



12.15 Notices. All notices, reports and documents required under this Contract shall be in writing (including prepaid overnight courier, electronic transmission or similar writing) and shall be given to such party at its address or e-mail address set forth below, or at such other address or e-mail address as such party may hereafter specify from time to time. Each such notice shall be effective (i) if given by first class mail or prepaid overnight courier, when received, or (ii) if sent to an e-mail address, upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment).

If to Municipality: City of Des Plaines  
1420 Miner St  
Des Plaines, IL 60016  
Attention: Jon Duddles  
E-mail: jduddles@desplaines.org

If to Consultant: Municipal GIS Partners, Incorporated  
701 Lee Street, Suite 1020  
Des Plaines, IL 60016  
Attention: Thomas Thomey  
E-mail: tthomey@mgpinc.com

12.16 Force Majeure. No party to this Contract shall be responsible or liable for, or deemed in breach hereof because of, any delay in the performance of its respective obligations under this Contract to the extent that such delay is due substantially to circumstances beyond the party's reasonable control and without the fault or negligence of the party experiencing such delay. Such circumstances may include, but are not limited to, any act of God, fire or other casualty, epidemic, quarantine, "stay home" or similar order, epidemic, quarantine, "stay home" or similar order, strike or labor dispute, embargo, war or violence, act of terrorism, or any law, order, proclamation, ordinance, demand, requirement, action or inaction of any national, state, provincial, local, or other government or governmental agency (each, a "*Force Majeure*"). Upon the occurrence of a Force Majeure, the party experiencing the Force Majeure shall notify the other party in writing immediately following such Force Majeure, but in no case later than three (3) business days after such party becomes aware of the occurrence of the Force Majeure. The written notification shall provide a reasonably detailed explanation of the Force Majeure.

12.17 Counterpart Execution. This Contract, Statement of Work or any Supplemental Statement of Work may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

12.18 Tort Immunity Defenses. Nothing contained in the Contract is intended to constitute, and nothing in the Contract will constitute, a waiver of the rights, defenses, and immunities provided or available to the Municipality under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 et seq. or any other applicable State law.

**[REMAINDER INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**



**IN WITNESS WHEREOF**, the undersigned have placed their hands and seals hereto as of the date first above written.

ATTEST:

**CITY OF DES PLAINES**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:

**CONSULTANT: MUNICIPAL GIS  
PARTNERS, INCORPORATED**

By: Donna J. Thomey  
Name: Donna Thomey  
Its: Management Support Specialist

By: Thomas A. Thomey  
Name: Thomas A. Thomey  
Its: President

**Attachment 1**

**Statement of Work  
to  
GIS Consortium Service Provider Contract**

(see attached)

**Attachment 2**

**Insurance  
to  
GIS Consortium Service Provider Contract**

(see attached)



## **Attachment 1 - Statement of Work**

### **To GIS Consortium Service Provider Contract**

### **About Municipal GIS Partners (MGP)**

MGP (the Consultant) is the Service Provider to the GIS Consortium (GISC). It is necessary that each GISC member enter into an annual agreement with the Consultant (GISC Service Provider) to maintain their standing as a GISC member.

GISC Membership includes:

- Complete GIS program staffing with technology cost distribution across GISC members
- User and license access to all membership solutions and products
- Access to and participation in collaborative opportunities to share ideas and solutions

The Included Services section below expands on services provided by this agreement.

### **General Purpose**

The Consultant will perform all or part of the City of Des Plaines (the Municipality) geographic information system (GIS) management, development, operation, and maintenance as directed by the Municipality. In addition to supporting the GIS program, the Consultant will identify opportunities for continued program development and enhancement.

### **Program Staffing**

The Consultant provides all the requisite staffing and skillsets required to manage the Municipality program including:

- Technical professionals assigned directly to the Municipality
- Advanced technical support staff for analysis, system integration, and escalation
- Systems analysts for ensuring product, solution, and infrastructure performance
- Professional program managers for ensuring service levels

#### **Direct Program Hours**

Services related to the direct management, development, operation, and maintenance of the Municipality program required to support the system

#### **Team Access During Normal Working Hours**

The Consultant typically works Monday through Friday 8:00AM to 5:00PM. The Municipality has direct access to the staff assigned to the Municipality. Alternatively, the Municipality can call the Consultant's general telephone number or submit an email to Consultant's service desk for service.

### Emergency Event Support

The Consultant will support Municipality emergency events within a reasonable timeframe of notification and work to staff the event for its duration. These services are not limited to normal business hours.

The Service Level section below expands on the program staffing services included in this agreement.

### **Staffing Allocation**

Pursuant to the GISC membership agreement and bylaws all members must contract for a service level consistent with the allocation practices as prescribed by the GISC. The direct program staffing allocation for the Municipality for this agreement period is:

**Agreement Period: January 1, 2023, through December 31, 2023**

**Direct Program Hours: 1,648.00**

**Onsite presence: Average of 15.45 days per month; estimated based upon 90 percent of the direct program hours, provided the Municipality and Consultant shall consult with each other in good faith from time to time on the advisability of flexible work arrangements whereby the program hours may be completed off-site, particularly in circumstances where the assigned staff and program are meeting or exceeding expectations.**

### Fees and Expenses

The monthly fee for the staffing allocation is **\$18,540.00** per month. The total contract value for the agreement period is **\$222,480.00**.

### **Included Services**

This section identifies the professional staffing, products and solutions, and business structures included in this service agreement. The Municipality is responsible for identifying and prioritizing the aspects of the services that are most important. The Consultant is responsible for implementing those priorities and communicating progress.

### **Staffing and Program Management**

The Consultant provides the required staffing and organization with the skills and expertise to manage, develop, and maintain the system per the Municipality's priorities which includes GISC shared infrastructure, platforms, products and solutions. Services include:

1. Program consulting and reporting with all Municipality departments
2. Data creation, management, and quality control
3. Project identification, management, and delivery
4. Shared solution implementation
5. ERP and department system GIS integration
6. User training and onboarding
7. Resource management and scheduling

## **Data Management**

The Consultant is responsible for managing the GIS and related data based on priorities as directed by the Municipality.

### **Primary Layers:**

Addresses, parcels, buildings, streets, railroads, water utilities, sewer utilities, municipal boundary, zoning districts, planned unit developments, variances, TIF districts, special use permits, annexations, signs, trees, recreation areas, bike paths, water features, school districts, emergency response boundaries, refuse collection, and legislative districts.

### **Municipality Priority Layers**

The Consultant's local government data model has over 260 standard layers. Included in this service is the identification, creation, and management of layers as directed by the Municipality.

### **Data Quality**

One of the primary accountabilities of the Consultant is to ensure that Primary and Municipality Priority layers are of high-quality. Practices employed include:

1. Daily data quality reporting and alerting
2. Mistake proofing databases, processes, and productivity tools
3. Address Verification to identify discrepancies between Municipality ERP and department systems
4. Utility system integrity leveling for completeness, field accuracy and timeliness
5. Formation and support of key data stakeholder teams
6. Data management documentation for Municipality layers

## **Products and Solutions**

GISC Membership includes unlimited access to the products and solutions developed by the Consultant for the GISC and its members. The Consultant is accountable for:

1. Collaboration with third party vendors and partners
2. Deploying shared solutions for the Municipality
3. Identifying and communicating new solution opportunities
4. Managing existing solutions to agreed service levels
5. Infrastructure monitoring, alerting and mitigation
6. Patching, updating, and securing shared infrastructure
7. Researching and evaluating opportunities for development
8. Resource planning and scheduling
9. Scalability planning and right sizing
10. Technical documentation
11. Testing and quality certification

### **Solution List**

The following are the primary products and solutions provided by the Consultant through membership in the GISC:

1. **Address Pre-Check:** A tool to standardize address data in Municipality systems and workflows.



2. **Address Verification:** A product to assess and score community address quality across department systems.
3. **Asset Management and Manager Dashboards:** A solution that enables the Municipality to manage and visualize infrastructure data and maintenance
4. **Community Map Viewer:** A publicly accessible map viewer designed for residents and businesses
5. **Community-Portal:** An address-based portal that integrates and organizes department data for staff, residents, and local businesses
6. **Financial Forecasting:** A tool to project future infrastructure replacement costs
7. **Local Government Data Model:** A database standard developed for, and in partnership, with members of the GISC
8. **myGIS:** A secure staff accessible mapping system to discover and analyze all Municipality GIS data
9. **Story Maps:** A customizable web application to communicate information to the public in a simple and meaningful way
10. **Utility Leveling:** A data quality measurement system to assess the ability of utility data to support local government business processes

#### **Service Level Agreement**

The Consultant is responsible for managing the quality and availability of GISC infrastructure and solutions. These parameters are determined by GISC Board policy and included in these services.



## Attachment 2 - Insurance

### To GIS Consortium Service Provider Contract

#### Consultant's Insurance

Consultant shall procure and maintain, for the duration of this Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees or subcontractors.

- A. Minimum Scope of Insurance: Coverage shall be at least as broad as:
1. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Municipality named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026.
  2. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto" with the Municipality named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement.
  3. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance (the policy shall include a 'waiver of subrogation').
- B. Minimum Limits of Insurance: Consultant shall maintain limits no less than:
1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
  2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
  3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
- C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Municipality. At the option of the Municipality, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as it respects the Municipality, its officials, agents, employees and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages: The Municipality, its officials, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Municipality, its officials, agents, employees and volunteers.
2. The Consultant's insurance coverage shall be primary as respects the Municipality, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Municipality, its officials, agents, employees and volunteers shall be excess of Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Municipality, its officials, agents, employees and volunteers.
4. The Consultant's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Consultant shall be required to name the Municipality, its officials, employees, agents and volunteers as additional insureds
6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
7. The Consultant and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Municipality. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as *Kotecki v. Cyclops Welding*. Consultant agrees to indemnify and defend the Municipality from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Municipality may sustain as a result of personal injury claims by Consultant's employees, except to the extent those claims arise as a result of the Municipality's own negligence.

E. All Coverages: Each insurance policy required by this paragraph shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Municipality.

- F. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.
  
- G. Verification of Coverage: Consultant shall furnish the Municipality with certificates of insurance naming the Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Municipality before any work commences. The Municipality reserves the right to request full certified copies of the insurance policies and endorsements.



OFFICE OF THE MAYOR

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

MEMORANDUM

Date: November 14, 2022  
To: Honorable Aldermen  
From: Andrew Goczkowski, Local Liquor Commissioner  
Cc: Vickie Baumann, Permit Technician, Registration & License Division  
Subject: Liquor License Request for a New Ownership for an Existing Liquor License

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

T M G Produce Inc dba Oak Farms Market  
1045 E Oakton St  
Class B-1 – Bulk Sales-alcohol not primary sales (off-site consumption only)  
No New Increase

The complete application packet is on file in the Community and Economic Development Department. The required posting will be completed November 28, 2022, and all necessary fees have been secured.

This request will come before you on the Consent Agenda of the City Council meeting of Monday, December 5, 2022.

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

Andrew Goczkowski  
Mayor  
Local Liquor Commissioner

Attachment: Application Packet



LOCAL LIQUOR COMMISSIONER

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

APPLICATION FOR A LIQUOR LICENSE

BUSINESS INFORMATION

Name: TMO PRODUCE INC. DBA: OAK FARMS MARKET
Address: 1045 E. OAKTON ST. DES PLAINES, IL Zip: 60018
Mailing Address: SAME Dept:
City: SAME St: SAME Zip: SAME
Email: NICKTHEODOSPOULOS@yahoo.com Phone#: 777-406-0537
Day/Hours of Operations: Monday: 7am-9pm Tuesday: 7am-9pm Wednesday: 7am-9pm
Thursday: 7am-9pm Friday: 7am-9pm Saturday: 7am-9pm Sunday: 7am-9pm

CLASSIFICATION

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

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

Title: PRESIDENT % of Stock: 33%
Name: NICK THEODOSPOULOS
Title: VICE-PRESIDENT SEC./TREASURER % of Stock: 34% - 33%
Name: CHRISTOS GIARMIDIS BASILEOS MEGREMIS

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

**ADDITIONAL INFORMATION**

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

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

Is any elected City Official, County Commission or County Board member affiliated directly or indirectly with the applicant/business?  NO  YES

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

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

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

FAMILIA FRESH MARKET No. 1, Inc. BERWIN, IL

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

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

**AFFIDAVIT**

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

[Signature] INITIALS

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

[Signature] INITIALS

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

[Signature] INITIALS

[Signature]  
Signature of Owner  
Nick Theodosopoulos

Print Name

SUBSCRIBED and SWORN to before me this  
20<sup>th</sup> day of May, 2022.  
[Signature]  
NOTARY PUBLIC (STAMP SEAL BELOW)



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

Filing Fee: \$150

File #: 73672635

Approved By: BLA

**FILED**  
**MAR 16 2022**  
**Jesse White**  
**Secretary of State**

1. Corporate Name: TMG PRODUCE INC.

2. Initial Registered Agent: KOSTAS CIOS

First Name	Middle Initial	Last Name
Number	Street	Suite No.
<u>CHICAGO</u>	<u>IL</u>	<u>60606-6971</u>
City	ZIP Code	County

Initial Registered Office: 200 W JACKSON BLVD STE 1050

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

4. Authorized Shares, Issued Shares and Consideration Received:

Class	Number of Shares Authorized	Number of Shares Proposed to be Issued	Consideration to be Received Therefor
COMMON	10000	1000	\$ 1

**NAME & ADDRESS OF INCORPORATOR**

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

Dated MARCH 16, 2022  
Month & Day                      Year

KOSTAS CIOS  
Name

200 W JACKSON BLVD, STE 1050  
Street

CHICAGO                      IL                      60606  
City/Town                      State                      ZIP Code

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



**Illinois**  
**Application to Adopt an**  
**Assumed Corporate Name**  
Business Corporation Act

FILE # 73672635

Secretary of State  
Department of Business Services  
Springfield, IL 62756  
217-782-9520  
www.ilsos.gov

Filing Fee: 90.00  
Approved: MJE

FILED  
May 11, 2022  
Jesse White  
Secretary of State

1. Corporate Name: TMG PRODUCE INC.

2. State of Incorporation: ILLINOIS

3. Date Incorporated/Qualified: 03/16/2022

4. Corporation intends to adopt and to use the assumed corporate name of:  
OAK FARMS MARKET

5. The right to use the assumed corporate name shall be effective from the date this application is filed by the Secretary of State until 03/01/2025, the first day of the corporation's anniversary month in the next year evenly divisible by five.

6. The undersigned corporation has caused this statement to be signed by a duly authorized officer who affirms, under penalties of perjury, that the facts stated herein are true and correct.

Date: May 11, 2022

Exact Name of the Corporation:  
TMG PRODUCE INC.

CHRISTOS GIARMIDIS

Authorized Officer's Name

VICE PRESIDENT

Title



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/19/2022

**PRODUCER**  
EBSG INC  
200 EAST RANDOLPH ST 5100  
CHICAGO IL 60601

**INSURED**  
TMG PRODUCE INC  
1031-1045 E OAKTON ST  
DES PLAINES IL 60018

THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: OHIO SECURITY INSURANCE COMPANY	24082
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

### COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJE CT <input type="checkbox"/> LDC	BKS2364927091	06/16/2022	06/16/2023	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 5000 PERSONAL & ADY INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMPROP AGG \$ 2000000
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU- TORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		<b>OTHER</b> LIQUOR LIABILITY	BKS236492091	06/16/2022	06/16/2023	1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**CERTIFICATE HOLDER**  
CITY OF DES PLAINES  
1420 MINER ST  
DES PLAINES IL 60016

**CANCELLATION**  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
*TH*

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

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

Des Plaines  
Cook County

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

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

OFFICIAL DOCUMENT

State of Illinois - Department of Revenue

**Illinois Business Authorization**

OFFICIAL DOCUMENT

TMG PRODUCE INC

DBA: OAK FARMS MARKET

1045 E OAKTON ST  
DES PLAINES IL 60018-2047

Loc. Code: 016-0015-1-001

Des Plaines  
Cook County

Expiration Date:  
4/11/2023

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

(4441-0514)

ILLINOIS REVENUE

*[Signature]*  
Director

OFFICIAL DOCUMENT

Issued Date: 04/11/2022



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: November 22, 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: Approve Purchase - Ford Trucks

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**Issue:** Public Works and Engineering staff has been notified that there is no joint purchasing master contract through the State of Illinois this year for the purchase of Ford trucks.

**Analysis:** At the October 3, 2022 City Council meeting, pre-approval of budgeted funding for 2022 Ford trucks was approved in the amount of \$340,000 through the State of Illinois Joint Purchasing Master Contract through resolution R-157-22. In addition, six Ford truck units are scheduled for replacement in 2023.

Ford Motor Company has announced that there will be no production on Super Duty Trucks until next year, when they will produce 2023 models. Ford has completed new specifications that will feature restyled bodies and conform to revised EPA greenhouse gas emissions standards for 2023 and later model year vehicles.

Staff has contacted Currie Motors and Ridings Ford dealers who have had previous State of Illinois and/or Northwest Municipal Conference joint purchasing contracts for Ford vehicles. Both dealers have noted that due to the condensed timeline to order these vehicles, there will not be a joint purchasing contract for purchasing. As such, the best chance for procurement and protect against possible upcoming price increases is to request the dealer's best government bid pricing. Based on this information, we have submitted pre-order sheets to both dealers for all 2022 and 2023 budgeted Ford trucks. It should be noted that production is not guaranteed. Due to this current uncertainty, the pricing received from both dealers is for the vehicle purchase only, and does not include the upfit of the vehicles, such as plows, dump body or service body. Since the pricing on upfits changes monthly, once we have confirmation that we will receive the vehicles, we obtain updated proposals from the upfitters and present the information for Council approval.

The chart below depicts the units and pricing received:

Unit #	Description	2023 Budgeted Amount	Currie Motors	Ridings Ford
5044*	F-250 pick-up	\$58,000	\$47,905	Not Available
5066*	F-350 pick-up	\$63,000	\$49,379	\$47,903
5077*	F-350 pick-up	\$63,000	\$49,379	\$47,903
8026*	F-450 dump body	\$78,000	\$52,306	\$51,153
5076*	F-450 service body	\$78,000	\$52,306	\$51,318
9030	F-350 service body	\$73,000	\$51,081	Not Available
5067	F-450 dump body	\$85,000	\$52,306	\$51,153
5068	F-450 dump body	\$85,000	\$52,306	\$51,153
5074	F-450 dump body	\$85,000	\$52,306	\$51,153
5047	F-450 stake body	\$78,000	\$52,306	\$51,318
5043	F-250 pick-up	\$58,000	\$47,905	Not Available

\*denotes previously approved purchases through Resolution R-157-22

Currie Motors provided the lowest pricing for the two F-250 pick-up trucks and the F-350 cab chassis in the amount of \$146,891. Ridings Ford provided the lowest pricing on the two F-350 pick-up trucks and the six F-450 cab chassis in the amount of \$403,054.

**Recommendation:** We recommend rescinding Resolution R-157-22, and in the best interests of the City, approve of the purchase of three Ford trucks from Currie Motors, 10125 W. Laraway Rd., Frankfort, IL, 60423 in the amount of \$146,891; additionally, approve the purchase of eight Ford Trucks from Bob Ridings Ford, 931 Springfield Rd., Taylorville, IL 62586 in the amount of \$403,054. This purchase will be funded from the Vehicle Replacement Fund (410-00-000-0000-8020) and Water/Sewer Equipment Replacement Fund (500-00-570-0000-8020).

**Attachments:**

- Attachment 1 – Currie Ford Truck Quotes
- Attachment 2 – Bob Ridings Ford Truck Quotes
- Resolution R-211-22

## City of Des Palines

Vehicle: [Fleet] 2023 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box



## **Currie Motors**

### **Dealership Information**

Currie Motors Commercial Center  
10125 W. Laraway Rd.  
Frankfort, IL 60423

### **Prepared By:**

Tom Sullivan  
Currie Motors  
815-412-3227  
tsullivan@curriemotors.com

Vehicle: [Fleet] 2023 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (  Complete )

## Standard Equipment

### Mechanical

Engine: 6.8L 2V DEVCT NA PFI V8 Gas (STD)

Transmission: TorqShift-G 10-Speed Automatic -inc: SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road (STD)

3.73 Axle Ratio (STD)

50-State Emissions System

Transmission w/Driver Selectable Mode, SelectShift Sequential Shift Control and Oil Cooler

Electronic Transfer Case

Part-Time Four-Wheel Drive

78-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection

160 Amp Alternator

Class V Towing Equipment -inc: Hitch, Brake Controller and Trailer Sway Control

Trailer Wiring Harness

3820# Maximum Payload

GVWR: 10,000 lb Payload Package

HD Shock Absorbers

Front Anti-Roll Bar

Firm Suspension

Hydraulic Power-Assist Steering

34 Gal. Fuel Tank

Single Stainless Steel Exhaust

Auto Locking Hubs

Front Suspension w/Coil Springs

Solid Axle Rear Suspension w/Leaf Springs

4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

### Exterior

Wheels: 17" Argent Painted Steel -inc: painted hub covers/center ornaments (STD)

Tires: LT245/75R17E BSW A/S -inc: Spare may not be the same as road tire (STD)

Regular Box Style

Steel Spare Wheel

Spare Tire Stored Underbody w/Crankdown

Clearcoat Paint

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 17875, Data updated Nov 3, 2022 6:50:00 PM PDT



Vehicle: [Fleet] 2023 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (  Complete )

**Exterior**

- Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
- Black Rear Step Bumper
- Black Side Windows Trim and Black Front Windshield Trim
- Black Door Handles
- Black Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator
- Manual Extendable Trailer Style Mirrors
- Fixed Rear Window
- Light Tinted Glass
- Variable Intermittent Wipers
- Aluminum Panels
- Black Grille
- Tailgate Rear Cargo Access
- Tailgate/Rear Door Lock Included w/Power Door Locks
- Boxside Steps
- Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
- Cargo Lamp w/High Mount Stop Light
- Perimeter/Approach Lights

**Entertainment**

- Radio w/Seek-Scan, Clock and Speed Compensated Volume Control
- Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers
- Fixed Antenna
- SYNC 4 -inc: 8" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual
- 2 LCD Monitors In The Front

**Interior**

- 4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
- 4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
- Manual Tilt/Telescoping Steering Column
- Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
- FordPass Connect 5G Mobile Hotspot Internet Access
- Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button

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Vehicle: [Fleet] 2023 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (  Complete )

**Interior**

- Cruise Control w/Steering Wheel Controls
- Manual Air Conditioning
- Illuminated Locking Glove Box
- Interior Trim -inc: Chrome Interior Accents
- Full Cloth Headliner
- Urethane Gear Shifter Material
- HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar
- Day-Night Rearview Mirror
- Passenger Visor Vanity Mirror
- Full Overhead Console w/Storage and 2 12V DC Power Outlets
- Front Map Lights
- Fade-To-Off Interior Lighting
- Full Vinyl/Rubber Floor Covering
- Pickup Cargo Box Lights
- Smart Device Remote Engine Start
- Instrument Panel Covered Bin and Dashboard Storage
- Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
- Delayed Accessory Power
- Power Door Locks
- Systems Monitor
- Trip Computer
- Outside Temp Gauge
- Digital/Analog Appearance
- Seats w/Vinyl Back Material
- Manual Adjustable Front Head Restraints
- Securilock Anti-Theft Ignition (pats) Immobilizer
- 2 12V DC Power Outlets
- Air Filtration

**Safety-Mechanical**

- AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
- ABS And Driveline Traction Control

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Vehicle: [Fleet] 2023 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (  Complete )

**Safety-Exterior**

Side Impact Beams

**Safety-Interior**

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Tire Specific Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch

Safety Canopy System Curtain 1st Row Airbags

Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters

Back-Up Camera

**WARRANTY**

Basic Years: 3  
Basic Miles/km: 36,000  
Drivetrain Years: 5  
Drivetrain Miles/km: 60,000  
Corrosion Years: 5  
Corrosion Miles/km: Unlimited  
Roadside Assistance Years: 5  
Roadside Assistance Miles/km: 60,000

**Selected Model and Options**

**MODEL**

CODE	MODEL	MSRP
F2B	2023 Ford Super Duty F-250 SRW XL 4WD Reg Cab 8' Box	\$46,760.00

**COLORS**

CODE	DESCRIPTION
Z1	Oxford White

**ENGINE**

CODE	DESCRIPTION	MSRP
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas (STD)	\$0.00

**TRANSMISSION**

CODE	DESCRIPTION	MSRP
44F	Transmission: TorqShift-G 10-Speed Automatic -inc: SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road (STD)	\$0.00

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Vehicle: [Fleet] 2023 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (  Complete )

**OPTION PACKAGE**

CODE	DESCRIPTION	MSRP
600A	Order Code 600A	\$0.00

**AXLE RATIO**

CODE	DESCRIPTION	MSRP
X3E	Electronic-Locking w/3.73 Axle Ratio	\$430.00

**WHEELS**

CODE	DESCRIPTION	MSRP
64A	Wheels: 17" Argent Painted Steel -inc: painted hub covers/center ornaments (STD)	\$0.00

**TIRES**

CODE	DESCRIPTION	MSRP
TD8	Tires: LT245/75Rx17E BSW A/S -inc: Spare may not be the same as road tire (STD)	\$0.00

**PRIMARY PAINT**

CODE	DESCRIPTION	MSRP
Z1	Oxford White	\$0.00

**SEAT TYPE**

CODE	DESCRIPTION	MSRP
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar	\$0.00

**ADDITIONAL EQUIPMENT - PACKAGE**

CODE	DESCRIPTION	MSRP
473	Snow Plow Prep Package -inc: computer selected springs for snowplow application, Note 1: Restrictions apply; see supplemental reference or body builders layout book for details, Note 2: May result in deterioration of ride quality when vehicle is not equipped w/snowplow, Note 3: Dual battery (86M) recommended w/6.8L or 7.3L gasoline engines; see body builders layout book for details, 190 Amp Alternator	\$250.00

**ADDITIONAL EQUIPMENT - MECHANICAL**

CODE	DESCRIPTION	MSRP
67E	250 Amp Alternator (Gas)	\$85.00

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Vehicle: [Fleet] 2023 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (  Complete )

**ADDITIONAL EQUIPMENT - EXTERIOR**

CODE	DESCRIPTION	MSRP
61S	Front Splash Guards/Mud Flaps (Pre-Installed)	\$130.00
62S	Rear Splash Guards/Mud Flaps (Pre-Installed)	\$0.00
18B	Platform Running Boards	\$320.00
85S	Tough Bed Spray-In Bedliner -inc: tailgate-guard, black box bed tie-down hooks and black bed attachment bolts	\$595.00
61M	Rear Wheel Well Liners (Pre-Installed)	\$180.00

**ADDITIONAL EQUIPMENT - INTERIOR**

CODE	DESCRIPTION	MSRP
66S	Upfitter Switches (6) -inc: Located in overhead console	\$165.00
<b>Options Total</b>		<b>\$2,155.00</b>

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Vehicle: [Fleet] 2023 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (  Complete )

## Price Summary

### PRICE SUMMARY

	<b>MSRP</b>
Base Price	\$46,760.00
Total Options	\$2,155.00
Vehicle Subtotal	\$48,915.00
Destination Charge	\$1,795.00
<b>Grand Total</b>	<b>\$50,710.00</b>

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Vehicle: [Fleet] 2023 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (  Complete )

**Quote Worksheet**

	<b>MSRP</b>
Base Price	\$46,760.00
Dest Charge	\$1,795.00
Total Options	\$2,155.00
<b>Subtotal</b>	<b>\$50,710.00</b>
Less Customer Discount	(\$2,805.00)
<b>Subtotal Discount</b>	<b>(\$2,805.00)</b>
Trade-In	\$0.00
<b>Subtotal Trade-In</b>	<b>\$0.00</b>
<b>Taxable Price</b>	<b>\$47,905.00</b>
Sales Tax	\$0.00
<b>Subtotal Taxes</b>	<b>\$0.00</b>
<b>Subtotal Post-Tax Adjustments</b>	<b>\$0.00</b>
<b>Total Sales Price</b>	<b>\$47,905.00</b>

\_\_\_\_\_  
Dealer Signature / Date

\_\_\_\_\_  
Customer Signature / Date

2-units \$95,810.00 Includes Dual Battery

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Prepared for: , City Of Des Plaines

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2023 F-350 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F3H)

Price Level: 315

---



### Client Proposal

Prepared by:  
THOMAS SULLIVAN  
Office: 815-464-9200  
Quote ID: desf350cha  
Date: 11/07/2022





**Prepared for:**

City Of Des Plaines

Prepared by: THOMAS SULLIVAN

11/07/2022



Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

**2023 F-350 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F3H)**

Price Level: 315 | Quote ID: desf350cha

**As Configured Vehicle**

Code	Description	MSRP
<b>Base Vehicle</b>		
F3H	Base Vehicle Price (F3H)	\$50,345.00
<b>Packages</b>		
640A	Order Code 640A <i>Includes:</i> - Engine: 7.3L 2V DEVCT NA PFI V8 Gas - Transmission: TorqShift 10-Speed Automatic 10R140 with neutral idle and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road. - GVWR: 14,000 lb Payload Package - Wheels: 17" Argent Painted Steel Hub covers/center ornaments not included. - HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar. - Radio: AM/FM Stereo w/MP3 Player Includes 4 speakers. - SYNC 4 Communications & Entertainment System Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.	N/C
<b>Powertrain</b>		
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas	Included
44G	Transmission: TorqShift 10-Speed Automatic <i>10R140 with neutral idle and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road.</i>	Included
X4L	Limited Slip w/4.30 Axle Ratio	\$385.00
STDGV	GVWR: 14,000 lb Payload Package	Included
<b>Wheels &amp; Tires</b>		
TBM	Tires: LT245/75Rx17E BSW A/T <i>Spare may not be the same as road tire.</i>	\$165.00
64K	Wheels: 17" Argent Painted Steel <i>Hub covers/center ornaments not included.</i>	Included
<b>Seats &amp; Seat Trim</b>		
A	HD Vinyl 40/20/40 Split Bench Seat	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**Prepared for:**

City Of Des Plaines

Prepared by: THOMAS SULLIVAN

11/07/2022



Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

**2023 F-350 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F3H)**

Price Level: 315 | Quote ID: desf350cha

**As Configured Vehicle (cont'd)**

Code	Description	MSRP
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*Includes center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar.*

**Other Options**

PAINT	Monotone Paint Application	STD
145WB	145" Wheelbase	STD
STDRD	Radio: AM/FM Stereo w/MP3 Player <i>Includes 4 speakers.</i>	Included
96V	XL Chrome Package <i>Includes:</i> - SYNC 4 Communications & Entertainment System <i>Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.</i>	\$225.00
473	Snow Plow Prep Package <i>Includes pre-selected springs (see order guide supplemental reference for springs/FGAWR of specific vehicle configurations). Note 1: Restrictions apply; see supplemental reference or body builders layout book for details. Note 2: Also allows for the attachment of a winch. Note 3: Highly recommended to add (86M) dual battery on 7.3L gas engine.</i> <i>Includes:</i> - 250 Amp Alternators	\$250.00
67E	250 Amp Alternators	Included
65M	26.5 Gallon Mid Ship Fuel Tank Removes 40 gallon fuel tank.	\$125.00
18B	Platform Running Boards	\$320.00
872	Rear View Camera & Prep Kit <i>Pre-installed content includes cab wiring and frame wiring to the rear most cross member. Upfitters kit includes camera with mounting bracket, 20' jumper wire and camera mounting/aiming instructions.</i>	\$415.00
76C	Exterior Backup Alarm (Pre-Installed)	\$150.00

**Fleet Options**

WARANT	Fleet Customer Powertrain Limited Warranty	N/C
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**Prepared for:**

City Of Des Plaines

Prepared by: THOMAS SULLIVAN

11/07/2022



Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

**2023 F-350 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F3H)**

Price Level: 315 | Quote ID: desf350cha

**As Configured Vehicle (cont'd)**

Code	Description	MSRP
	Requires valid FIN code.	
	<i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>	

**Emissions**

425	50-State Emissions System	STD
-----	---------------------------	-----

**Exterior Color**

Z1_01	Oxford White	N/C
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**Interior Color**

AS_03	Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat	N/C
-------	---	-----

SUBTOTAL		\$52,380.00
Destination Charge		\$1,795.00
<b>TOTAL</b>		<b>\$54,175.00</b>

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**Prepared for:**

City Of Des Plaines

Prepared by: THOMAS SULLIVAN

11/07/2022



Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

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**2023 F-350 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F3H)**

Price Level: 315 | Quote ID: desf350cha

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## Warranty

### Standard Warranty

*Basic Warranty*

Basic warranty ..... 36 months/36,000 miles

*Powertrain Warranty*

Powertrain warranty ..... 60 months/60,000 miles

*Corrosion Perforation*

Corrosion perforation warranty ..... 60 months/unlimited

*Roadside Assistance Warranty*

Roadside warranty ..... 60 months/60,000 miles

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**Prepared for:**

City Of Des Plaines

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11/07/2022



Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

**2023 F-350 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F3H)**

Price Level: 315 | Quote ID: desf350cha

## Pricing Summary - Single Vehicle

	<b>MSRP</b>
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$50,345.00
Options	\$2,035.00
Colors	\$0.00
Upfitting	\$0.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,795.00
<b>Subtotal</b>	<b>\$54,175.00</b>

*Pre-Tax Adjustments*

<b>Code</b>	<b>Description</b>	<b>MSRP</b>
<hr/>		
<b>Subtotal</b>		

*Discount Adjustments*

Discount Adjustments	-\$3,094.00
<b>Subtotal</b>	<b>\$51,081.00</b>
<b>Total</b>	<b>\$51,081.00</b>

Customer Signature

Acceptance Date

Chassis Payment to be Received upon Delivery

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**Bob Ridings Fleet Sales  
Todd Crews, Fleet Sales Mgr.  
931 Springfield Rd  
Taylorville IL 62568**

Ph. 217-824-2207

Email toddfleet@aol.com

Fax 217-824-4252

Wednesday, November 16, 2022

RALPH MAGAK  
CITY OF DES PLAINES  
1111 JOSEPH SCHWAB RD  
DES PLAINES, IL 60016

Dear Ralph:

Thank you for your inquiry about our Fleet Sales Program, please accept this letter to outline our bid. We are pleased you are again considering us for your new truck and we can order it as follows; delivery is estimated in 150+ days after your order. **ORDERS MAY BE DUE BY 11-30-22, INQUIRE!** NOTE that the State Bid is not referenced on these forms, this is our best government bid pricing BUT not covered by the State. THIS PROPOSAL LETTER IS NOT AN ORDER, you must issue a purchase order to confirm, contact me if any questions or changes and thanks,

**1 2022 Ford F350 REGULAR Cab 4x4 (F3B) Pickup w/8ft LONG Bed**  
Includes All Standard XL Pkg Equipment, Pkg 610A **SINGLE Rear Wheels**  
NEW 6.8 Litre V8 w/10spd Automatic 11,000 GVWR  
Air Conditioning Tilt Wheel & Cruise Control Electric Shift on the Fly 4x4  
**NOW INCLUDES Power Windows/Locks/Remote Keyless Entry w/2 FOBs**  
**AM/FM w/SYNC 4 Bluetooth & 8" Touchscreen Controls & Rearview Camera**  
**AutoLamp On/Off Headlamps & Programmable (942) Daytime Running Lamps**  
**Trailer Pkg w/HD Cooling, Class IV Hitch, 7 Wire Harness & Factory Trailer Brake**  
**Power Heated Trailer Tow Mirrors, Extendable 18" Wheels w/Upgraded GVWR AND**  
**MORE!**  
BASE COST \$45,565.00  
ADD XL Value Pkg w/Chrome Decor \$225.00  
3.73 Electronic Locking Axle \$415.00  
Aux Rear Springs & Stabilizer \$160.00  
Snowplow Prep Pkg \$235.00 (Includes HD Front Springs)  
HD Alternator  
DUAL Batteries  
110V Power Outlet \$175.00  
Factory Upfitter Switch Panel \$160.00  
Factory Backup Alarm \$135.00  
873 CHMSL Camera NOT AVAILABLE  
Factory Black Running Boards \$320.00  
(61S) Molded Mudflaps, Set of 4 \$125.00  
(61M) Rear Wheelwell Liners \$175.00  
Delivery to your Location Complementary This Time  
New Municipal Lic & Title \$213.00  
**(Z1) White Ext, (AS) Slate Gray VINYL 40/20/40 Split Seat, Full Vinyl Floor Covering**  
**YOUR COST, P/O # Pending \$47,903.00**

NOTE if this outline is incorrect in any way please call me IMMEDIATELY to correct it.  
Please contact me with any questions and thanks for your business!

Sincerely,

Todd Crews  
Fleet Sales Manager

**Bob Ridings Fleet Sales**  
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- 1 2023 Ford F450 REGULAR Cab 4x4 (F4H) Chassis ONLY For Dump Body**
- |  |   |
|--|---|
| Includes All Standard XL Pkg Equipment, Pkg 650A   | BLACK Grille & Bumper                       |
| 7.3 Litre V8 w/10spd Automatic 16,500 GVWR   | DUAL Rear Wheels                            |
| 225/70R19.5F Tires w/NO SPARE Tire   | Electric Shift on the Fly 4x4               |
| Air Conditioning   | Tilt Wheel & Cruise Control                 |
|  | Upfitter Switch Panel                       |
| <i>NOW INCLUDES Power Windows/Locks/Remote Keyless Entry w/2 FOBs</i>                                  |   |
| <i>AutoLamp On/Off Headlamps &amp; Programmable (942) Daytime Running Lamps</i>                        |   |
| <i>AM/FM w/SYNC 4 Bluetooth &amp; 8" Touchscreen Controls</i>  | <i>(18A) Upfitter Interface Module</i>      |
| <i>Power Heated Trailer Tow Mirrors, Extendable</i>  | <i>(62R) PTO Provision</i>                  |
| <i>Trailer Pkg w/HD Cooling, 7 Wire Harness &amp; (52B) Factory Trailer Brake (NO Hitch w/Chassis)</i> |   |
| <i>Audible Lane Departure Warning &amp; PreCollision Assist w/Automatic Emergency Braking</i>          |   |
|  | BASE COST \$48,995.00                       |
| USE STD 60" Cab/Axle, 40 Gallon Rear Fuel Tank, Suitable for 9ft Body Install                          |   |
| ADD XL Value Pkg w/Chrome Decor  | \$225.00                                    |
| 4.88 Limited Slip Axle   | \$385.00                                    |
| TGK All Terrain Tires  | \$210.00 NO SPARE Tire                      |
| Snowplow Prep Pkg  | \$235.00 (Includes HD Front Springs)        |
| HD DUAL Alternators  |   |
| DUAL Batteries   |   |
| 110V Power Outlet  | \$175.00                                    |
| USE 26.5 Gallon MID-SHIP Tank  | \$125.00                                    |
| Factory Black Running Boards   | \$320.00                                    |
| Includes Front Fender Flares and Molded Mudflaps   |   |
| 872 Rearview Camera Kit  | \$395.00                                    |
| Delivery to your Location Complementary This Time  |   |
| New Municipal Lic & Title  | \$213.00                                    |
| <b>(Z1) White Ext, (AS) Gray VINYL 40/20/40 Split Seat, Full Vinyl Floor Covering</b>                  |   |
|  | <b>YOUR COST, P/O # Pending \$51,153.00</b> |

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Sincerely,

Todd Crews  
 Fleet Sales Manager

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<b>1</b>	<b>2023 Ford F450 REGULAR Cab 4x4 (F4H) Chassis ONLY</b>	<b>For Service Body</b>
	Includes All Standard XL Pkg Equipment, Pkg 650A	BLACK Grille & Bumper
	7.3 Litre V8 w/10spd Automatic 16,500 GVWR	DUAL Rear Wheels
	225/70R19.5F Tires w/NO SPARE Tire	Electric Shift on the Fly 4x4
	Air Conditioning	Upfitter Switch Panel
	Tilt Wheel & Cruise Control	
	<b>NOW INCLUDES Power Windows/Locks/Remote Keyless Entry w/2 FOBs</b>	
	<b>AutoLamp On/Off Headlamps &amp; Programmable (942) Daytime Running Lamps</b>	
	<b>AM/FM w/SYNC 4 Bluetooth &amp; 8" Touchscreen Controls</b>	<b>(18A) Upfitter Interface Module</b>
	<b>Power Heated Trailer Tow Mirrors, Extendable</b>	<b>(62R) PTO Provision</b>
	<b>Trailer Pkg w/HD Cooling, 7 Wire Harness &amp; (52B) Factory Trailer Brake (NO Hitch w/Chassis)</b>	
	<b>Audible Lane Departure Warning &amp; PreCollision Assist w/Automatic Emergency Braking</b>	
	BASE COST	\$48,995.00
USE	LONGER 84" Cab/Axle	\$165.00
	40 Gallon Rear Fuel Tank, Suitable for 11ft Body Install	
ADD	XL Value Pkg w/Chrome Decor	\$225.00
	4.88 Limited Slip Axle	\$385.00
	TGK All Terrain Tires	\$210.00 NO SPARE Tire
	Snowplow Prep Pkg	\$235.00 (Includes HD Front Springs)
	HD DUAL Alternators	
	DUAL Batteries	
	110V Power Outlet	\$175.00
USE	26.5 Gallon MID-SHIP Tank	
	Factory Black Running Boards	\$320.00
	Includes Front Fender Flares and Molded Mudflaps	
	872 Rearview Camera Kit	\$395.00
	Delivery to your Location Complementary This Time	
	New Municipal Lic & Title	\$213.00
	<b>(Z1) White Ext, (AS) Gray VINYL 40/20/40 Split Seat, Full Vinyl Floor Covering</b>	
	<b>YOUR COST, P/O # Pending</b>	<b>\$51,318.00</b>

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Sincerely,

Todd Crews  
 Fleet Sales Manager



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<b>1</b>	<b>2023 Ford F450 REGULAR Cab 4x4 (F4H) Chassis ONLY</b>	<b>For Stake Body</b>
	Includes All Standard XL Pkg Equipment, Pkg 650A	BLACK Grille & Bumper
	7.3 Litre V8 w/10spd Automatic 16,500 GVWR	DUAL Rear Wheels
	225/70R19.5F Tires w/NO SPARE Tire	Electric Shift on the Fly 4x4
	Air Conditioning	Upfitter Switch Panel
	Tilt Wheel & Cruise Control	
	<b>NOW INCLUDES Power Windows/Locks/Remote Keyless Entry w/2 FOBs</b>	
	<b>AutoLamp On/Off Headlamps &amp; Programmable (942) Daytime Running Lamps</b>	
	<b>AM/FM w/SYNC 4 Bluetooth &amp; 8" Touchscreen Controls</b>	<b>(18A) Upfitter Interface Module</b>
	<b>Power Heated Trailer Tow Mirrors, Extendable</b>	<b>(62R) PTO Provision</b>
	<b>Trailer Pkg w/HD Cooling, 7 Wire Harness &amp; (52B) Factory Trailer Brake (NO Hitch w/Chassis)</b>	
	<b>Audible Lane Departure Warning &amp; PreCollision Assist w/Automatic Emergency Braking</b>	
	BASE COST	\$48,995.00
USE	LONGER 84" Cab/Axle	\$165.00
	40 Gallon Rear Fuel Tank, Suitable for 11ft Body Install	
ADD	XL Value Pkg w/Chrome Decor	\$225.00
	4.88 Limited Slip Axle	\$385.00
	TGK All Terrain Tires	\$210.00 NO SPARE Tire
	Snowplow Prep Pkg	\$235.00 (Includes HD Front Springs)
	HD DUAL Alternators	
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Sincerely,

Todd Crews  
Fleet Sales Manager

**CITY OF DES PLAINES**

**RESOLUTION R - 211 - 22**

**A RESOLUTION RESCINDING RESOLUTION R-157-22  
AND APPROVING THE PURCHASE OF 11 FORD TRUCKS  
AS PART OF THE 2023 BUDGET.**

**WHEREAS**, on November 1, 2021, the City Council adopted Resolution R-179-21, approving the 2022 Annual Budget for the City of Des Plaines ("**2022 Budget**"); and

**WHEREAS**, the 2022 Budget includes \$300,000 in funding for the replacement of three Ford F-350 pick-up trucks, one F-450 dump truck, and one F-450 service body truck through the State of Illinois Joint Purchasing Master Contract (collectively, "**2022 Truck Purchase**"); and

**WHEREAS**, Ford Motor Company announced that Super Duty Trucks will not be produced until 2023 that will feature restyled bodies and conform with revised EPA greenhouse gas emissions standards for 2023 and later model year vehicles; and

**WHEREAS**, during budget preparations for fiscal year 2023 ("**2023 Budget**"), the 2022 Truck Purchase has been listed as a carryover item since the trucks are unavailable for purchase in 2022; and

**WHEREAS**, on October 3, 2022, the City Council adopted Resolution R-157-22 approving budgeted funding for the 2022 Trucks Purchase in the amount of \$340,000 through the State of Illinois Joint Purchasing Master Contract as part of the 2023 Budget, which reflected an adjustment of an additional \$40,000 due to material mark-ups and supply chain issues; and

**WHEREAS**, the 2023 Budget includes the purchase of 11 trucks, including the 2022 Truck Purchase, including two Ford F-250 pick-up trucks, two Ford F-350 pick-up trucks, four Ford F-450 dump body trucks, a Ford F-350 service body truck, a Ford F-450 service body truck, and a Ford F-450 stake body truck (collectively, the "**2023 Truck Purchase**"); and

**WHEREAS**, Currie Motors and Ridings Ford have previously been awarded State and/or Northwest Municipal joint purchasing contracts for the purchase of Ford vehicles, however, due to the condensed timeline to order and purchase Ford trucks, there is not likely to be a State contract for the 2023 Truck Purchase that will be useable for the City's timeline; and

**WHEREAS**, Currie Motors provided the lowest pricing for F-250 pick-up trucks and a F-350 cab chassis in the amount of \$146,891; and

**WHEREAS**, Ridings Ford provided the lowest pricing on the remaining trucks in the 2023 Truck Purchase in the amount of \$403,054; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to rescind Resolution R-157-22, waive the competitive bidding requirements in the City Code, and authorize the purchase of the 2023 Truck Purchase directly from Vendors in the total amount of \$549,945;

**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 2023 Truck Purchase is hereby waived.

**SECTION 3: APPROVAL OF PURCHASE.** The City Council hereby approves the purchase of the (i) F-250 pick-up trucks and a F-350 cab chassis from Currie Motors in the amount of \$146,891; and the remaining 2023 Truck Purchase from Ridings Ford in the amount of \$403,054.

**SECTION 4: AUTHORIZATION OF PURCHASE.** The City Manager is hereby authorized and directed to execute such documents and make such payments, on behalf of the City, as are necessary to purchase the 2023 Truck Purchase from the Vendors in accordance with this Resolution.

**SECTION 5: RESCISSION OF RESOLUTION R-157-22.** Resolution R-157-22 is hereby rescinded in its entirety and the contract award granted thereby shall be of no further force and effect.

**SECTION 6: EFFECTIVE DATE.** This Resolution shall be in full force and effect from and after its passage and approval according to law.

**[SIGNATURE PAGE FOLLOWS]**

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

**VOTE:** AYES \_\_\_\_ NAYS \_\_\_\_ ABSENT \_\_\_\_

\_\_\_\_\_  
**MAYOR**

ATTEST:

Approved as to form:

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

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

DP-Resolution Approving Purchase of 11 Ford Trucks and Rescinding R-157-22



FINANCE DEPARTMENT

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

MEMORANDUM

Date: November 9, 2022  
 To: Michael Bartholomew, City Manager  
 From: Dorothy Wisniewski, Assistant City Manager/Director of Finance  
 Subject: 2022 Property Tax Levy and Public Hearing

**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:** Presented for City Council approval is the 2022 Tax Levy representing a 2.91% decrease from the 2021 Property Tax Extension. Section 18-15 of the Illinois Property Tax Code requires that the City adopt a tax levy ordinance and file it with the County Clerk’s office by the last Tuesday in December (Tuesday, December 27 for 2022).

The 2022 Tax Levy is scheduled for first reading on November 21<sup>st</sup> (in conjunction with the public hearing on the Tax Levy) and second reading on December 5<sup>th</sup>. **However, the County Clerk’s office filing deadline of December 27, 2022 remains firm and it is imperative the City Council adopt a tax levy of some amount on or before the evening of December 27<sup>th</sup>, or the City would be prohibited from levying any property tax.**

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)

The table above depicts a detailed comparison of the 2021 Tax Extension and the 2022 Tax Levy. The 2022 Tax Levy, which includes the general (corporate) fund, police and fire pension funds, public library fund, and bond &

interest (debt service) fund, totals \$30,589,150. This represents a decrease of \$917,675 or -2.91% from the 2021 Property Tax Extension.

**Recommendation:** I recommend the City Council formally adopt the 2022 Property Tax Levy Ordinance.

***Attachments:***

Attachment 1 – Legal Notice – 2022 Tax Levy Public Hearing

Attachment 2 – 2022 Tax Levy Ordinance M - 36 - 22

Attachment 3 – 2022 Property Tax Levy Snapshot

## **NOTICE OF PROPOSED PROPERTY TAX LEVY FOR THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS**

- I. A public hearing to approve a proposed property tax levy for the City of Des Plaines, Illinois (the "taxing district") for 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.

**CITY OF DES PLAINES**

**ORDINANCE M - 36 - 22**

**AN ORDINANCE LEVYING TAXES FOR THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2022 AND ENDING DECEMBER 31, 2022.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS IN THE EXERCISE OF ITS HOME RULE POWER, AS FOLLOWS:**

**SECTION 1:** That a tax in the sum of \$30,589,150 (Thirty Million, Five Hundred Eighty Nine Thousand, One Hundred Fifty Dollars) being the total estimated appropriation heretofore legally made, or so much thereof as may be authorized by law, which is to be collected from the 2022 tax year levy for all Corporate purposes of the City of Des Plaines, including but not limited to, the maintenance of the Des Plaines Free Public Library, and Police and Firefighter Pension Funds as appropriated for the fiscal year by the ANNUAL APPROPRIATION ORDINANCE OF THE CITY OF DES PLAINES, duly passed by the City Council of the said City of Des Plaines, be and the same is hereby levied for said purposes against all taxable property in the City of Des Plaines for the fiscal year commencing January 1, 2022 and ending December 31, 2022.

**SECTION 2:** The specific amounts as levied for the various purposes heretofore named are indicated herein by being placed in a separate column under the heading “TO BE RAISED BY TAXATION” which appears over same. The said tax is so levied for the aforesaid, said items being as follows:



<u>Fund</u>	<u>2022 Estimated Appropriations</u>	<u>Estimated Receipts from sources other than Taxation</u>	<u>To be raised by Taxation</u>
General Fund	76,580,125	68,389,927	8,190,198
Police Pension Fund	8,475,455		8,475,455
Fire Pension Fund	7,823,497		7,823,497
Bond & Interest (Debt Service)	0		0
<u>Public Library Fund</u>	<u>7,027,881</u>	<u>927,881</u>	<u>6,100,000</u>
Total:	99,906,958	69,317,808	30,589,150

**SECTION 3:** It is hereby provided that any funds remaining on hand shall be construed with and classified with the miscellaneous revenue anticipated during the coming year and covered by the appropriation from such miscellaneous revenue.

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

**[SIGNATURE PAGE FOLLOWS]**

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 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-2022 Tax Levy Ordinance

**2022 PROPERTY TAX LEVY**  
(Collections to occur in the 2023 Budget)

<b>Purpose</b>	<b>2020 Tax Extension</b>	<b>2021 Tax Extension</b>	<b>2022 Tax Levy</b>	<b>Dollar Change 2021</b>	<b>Percent Change 2021</b>
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%
<b>Total City</b>	<b>\$ 25,223,825</b>	<b>\$ 25,223,825</b>	<b>\$ 24,489,150</b>	<b>\$ (734,675)</b>	<b>-2.91%</b>
 <b>Library</b>	 6,283,000	 6,283,000	 6,100,000	 (183,000)	 -2.91%
	<b>31,506,825</b>	<b>31,506,825</b>	<b>30,589,150</b>	<b>\$ (917,675)</b>	<b>-2.91%</b>



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

MEMORANDUM

Date: November 9, 2022  
 To: Michael G. Bartholomew, City Manager  
 From: Dorothy Wisniewski, Assistant City Manager / Director of Finance  
 Subject: Amendments to Chapter VII – “Purchasing” of the City of Des Plaines Financial Policy and Procedure Manual

**Issue:** For the City Council to approve amendments to Chapter VII – “Purchasing” of the City of Des Plaines Financial Policy and Procedure Manual.

**Analysis:** The current Purchasing Policy was last updated on April 6, 2015 and as such some of the language is currently out of date. Attached to this document is the proposed Purchasing Policy for the City of Des Plaines, which includes suggested revisions to increase the approval threshold from \$20,000 to \$25,000.

**Purchasing Authority Analysis:** Staff analyzed the City’s existing threshold of \$20,000 for purchasing to evaluate an increase to the threshold. In order to eliminate impediments and achieve greater efficiencies staff compared the City’s current threshold to (1) the state statutory authority limit, (2) surrounding municipalities’, (3) the average rate of inflation according to the Consumer Price Index (CPI), and (4) all existing contract expenditures between \$20,000 and \$25,000.

Listed below are the findings of each analysis conducted:

1. State statute: The threshold for bid requirements and City Council approval for public improvements as discussed in the Illinois Compiled Statutes is \$25,000. The following is a paraphrased excerpt from the State Statute:

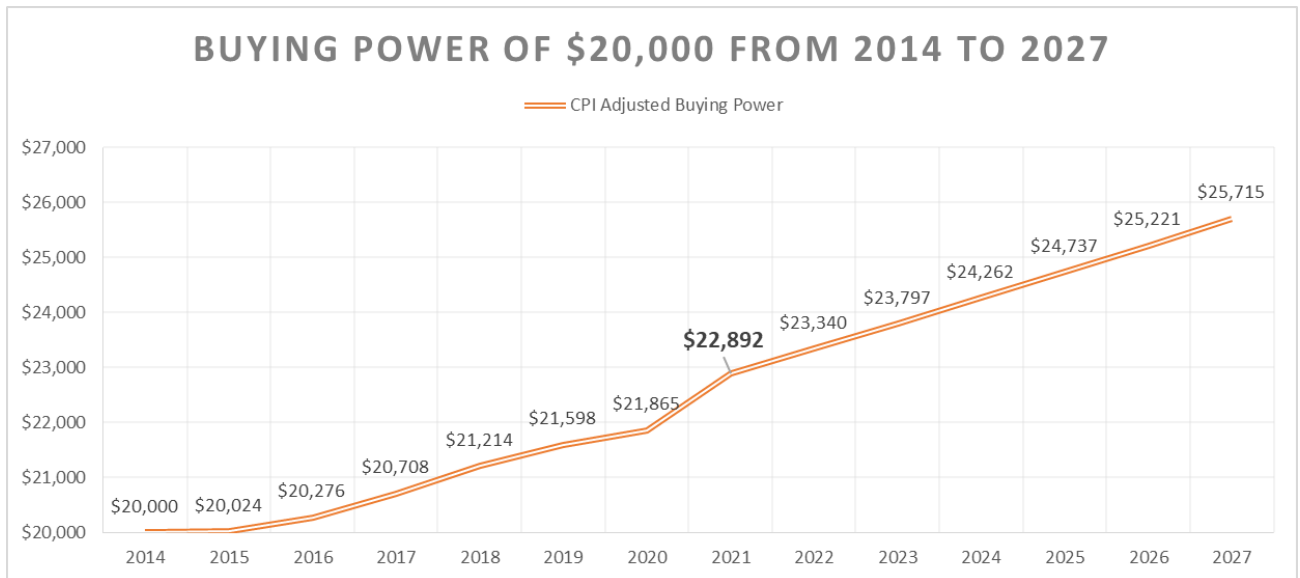
65ILCS5/8-9-1 (from Ch.24, par.8-9-1)

Sec. 8-9-1. In municipalities of less than 500,000 except as otherwise provided in Articles 4 and 5 any work or other public improvement which is not to be paid for in whole or in part by special assessment or special taxation, when the expense thereof will exceed \$25,000, shall be constructed either (1) by a contract let to the lowest responsible bidder after advertising for bids, in the manner prescribed by ordinance, except that any such contract may be entered into by the proper officers without advertising for bids, if authorized by a vote of two-thirds of all the alderpersons or trustees then holding office; or (2) in the following manner, if authorized by a vote of two-thirds of all the alderpersons or trustees then holding office.

(Source: P.A. 102-15, eff. 6-17-21.)

2. **Survey:** City staff issued a survey to surrounding municipalities of similar population size asking respondents to provide purchasing authority and bid requirement threshold limits. Survey results are included in **Attachment 1**. The data showed that 9 of 12 (or 75%) of the municipalities surveyed have thresholds of \$24,999 or more and 3 of 12 (or 25%) have thresholds of under \$24,999. These results indicate that most municipalities use the statutory limitation as their authorization threshold.
  
3. **Inflation:** City staff analyzed the rate of inflation against the City’s current threshold for requiring City Council approval. Staff used CPI as a metric to measure the rate of inflation from 2014 to present, as well as projected future inflationary rates. As shown in **Table 1**, \$20,000 in 2014 has the same buying power as \$22,892 today. This is a reduction of \$2,892 (or 14%) in purchasing power during this time period. City staff projects that inflation will increase by an average of 1.96% each year going forward.

**TABLE 1**



Source: US Department of Labor, Bureau of Labor Statistics

4. **Expenditure Analysis:** As indicated in **Table 2** below, there were 100 Purchase Orders (POs) that exceeded \$20,000 in fiscal year 2022, totaling \$32,921,750 in value. Of these 100 POs, 7 were between \$20,000 and \$24,999. Increasing the threshold to \$25,000 would eliminate 7% of the items that would require City Council approval and competitive bidding. Given that these items represent only 0.5% of the total value of all contracts approved by City Council during the 2022 fiscal year, more importantly is that 99.5% or \$33 million would still require City Council’s approval.

**TABLE 2**

<u>Purchase Order (PO) Value</u>	<u># of POs</u>	<u>% of POs</u>	<u>Total Value of POs</u>	<u>% of Total Value</u>	<u>Average PO Value</u>	<u>Median PO Value</u>
<b>\$20,000 to \$24,999</b>	7	7.0%	156,560	0.5%	22,370	22,000
<b>&gt; \$25,000</b>	93	93.0%	32,765,190	99.5%	352,310	100,000
<b>Total</b>	<b>100</b>	<b>100.0%</b>	<b>\$ 32,921,750</b>	<b>100.0%</b>	<b>\$ 374,680</b>	<b>\$ 122,000</b>

The benefits to increasing the threshold from \$20,000 to \$25,000 would improve efficiency resulting from reductions in staff time currently spent on drafting RFPs and Bids for 0.5% of the projects that do not generate the most value for the City and instead could be focused on achieving results in other areas.

Proposed amendments to the City code and enactment of the “Purchasing Policies and Guidelines” is an important step in achieving the City’s strategic and financial goal. Proposed changes will provide clear direction to City personnel in the procurement of construction, repair, and maintenance projects; supplies; and services in accordance with the requirements of State Law and the City code.

**Recommendation:** I recommend that the City Council adopt the revised Chapter VII – “Purchasing” of the City of Des Plaines Financial Policy and Procedure Manual and approve Ordinance M-37-22 which amends the purchasing threshold from \$20,000 to \$25,000.

***Attachments:***

**Attachment 1** – Survey

**Attachment 2** - Ordinance M-37-22

**Exhibit A** – Purchasing Policy

**Survey**

<b>Municipality</b>	<b>Population</b>	<b>\$ Approval Threshold</b>
Village of Schaumburg	78,723	\$25,000 - \$49,999
Village of Arlington Heights	77,676	\$4,500 - \$25,000
Village of Mount Prospect	56,852	\$10,000+ (Village Manager plus Board)
City of Park Ridge	39,656	\$10,000 - \$20,000
Village of Streamwood	39,577	\$5,000 - \$25,000
Village of Wheeling	39,137	\$5,000 - \$25,000
Village of Niles	30,912	\$10,001 - \$24,999
City of Highland Park	30,176	\$5,000 - \$25,000
Village of Lake Zurich	19,759	\$5,000 - \$25,000
City of Lake Forest	19,367	\$5,000 - \$24,999
Village of Lincolnwood	13,463	\$1 - \$20,000
Village of Glencoe	8,849	\$5,000 - \$25,000

Average Threshold for Manager Authority	\$5,000 - \$25,000
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**CITY OF DES PLAINES**

**ORDINANCE M - 37 - 22**

**AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF DES PLAINES AND THE CITY PURCHASING POLICY REGARDING THE CITY MANAGER PURCHASING AUTHORITY.**

**WHEREAS**, the City is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

**WHEREAS**, Chapter 10, titled “Purchasing Policies and Guidelines,” of Title 1, titled “Administrative,” of the City Code of the City of Des Plaines (“*City Code*”) sets forth certain regulations regarding the procurement and purchase of goods, services, and work by the City (collectively, the “*Purchasing Regulations*”); and

**WHEREAS**, Chapter VII, titled “Purchasing,” of the City’s Financial Policy and Procedure Manual sets forth certain policies and procedures regarding the procurement and purchase of goods, services, and work by the City (collectively, the “*Purchasing Policy*”); and

**WHEREAS**, the City desires to amend the Purchasing Regulations and the Purchasing Policy to update and clarify the City Manager’s purchasing authority; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to: amend the Purchasing Regulations and the Purchasing Policy 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 foregoing recitals are incorporated into, and made a part of, this Ordinance as the findings of the City Council.

**SECTION 2: COMPETITIVE BIDDING.** Section 1-10-2, titled “Competitive Bidding,” of Chapter 10, titled “Purchasing Policies and Guidelines,” of Title 1, titled “Administrative,” of the City Code is hereby amended as follows:

**“1-10-2: COMPETITIVE BIDDING:**

A. When Required; Process: Except as provided in the purchasing policy, all purchases of personal property, services, and work that may exceed the amount of ~~twenty thousand dollars (\$20,000.00)~~ **\$25,000** must be procured through competitive bidding in accordance with the procedures set forth in the purchasing policy. Public notice of all invitations to bid must be published at least once in a newspaper of general circulation within the city at least ~~ten (10)~~ days before the date that all bids must be submitted to the city. The city council must award all



contracts procured through competitive bidding to the lowest responsible bidder or the bidder whom the city council determines is in the best interest of the city.

\* \* \*

**SECTION 3: PURCHASING AUTHORITY AND CONTRACT AWARD.** Section 1-10-3, titled “Purchasing Authority and Contract Award,” of Chapter 10, titled “Purchasing Policies and Guidelines,” of Title 1, titled “Administrative,” of the City Code is hereby amended as follows:

**“1-10-3: PURCHASING AUTHORITY AND CONTRACT AWARD:**

A. City Manager: The city manager or his designee may authorize and award all contracts for purchases of personal property, services, and work that do not exceed the amount of \$25,000.00~~twenty thousand dollars (\$20,000.00)~~.

B. City Council: The city council must authorize and award, by resolution duly adopted, all contracts for purchases of personal property, services, and work that: 1) exceed the amount of \$25,000.00~~twenty thousand dollars (\$20,000.00)~~, or 2) have not been authorized by the city manager. (Ord. M-9-15, 4-6-2015)”

**SECTION 4: PURCHASING POLICY.** The City Council hereby adopts the amended Purchasing Policy attached to and, by this reference, made a part of this Ordinance as **Exhibit A**. The City Council hereby repeals all prior versions of the Purchasing Policy, and all other prior policies and procedures relating to the procurement and purchase by the City of goods, services, and work, which prior versions, policies, and procedures are of no further force and effect.

**SECTION 5: SEVERABILITY.** If any paragraph, section, clause or provision of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

**SECTION 6: EFFECTIVE DATE.** This Ordinance shall be take effect, after its passage, approval and publication in pamphlet form according to law, on January 1, 2023.

[SIGNATURE PAGE FOLLOWS]

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

**VOTE:** AYES \_\_\_\_ NAYS \_\_\_\_ ABSENT \_\_\_\_

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**MAYOR**

ATTEST:

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**CITY CLERK**

Published in pamphlet form this  
\_\_\_\_ day of \_\_\_\_\_, 2022.

Approved as to form:

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**CITY CLERK**

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**Peter M. Friedman, General Counsel**



# FINANCIAL POLICY AND PROCEDURE MANUAL

## Chapter VII – Purchasing

Approved: March 16, 2015  
Ordinance: M-9-15

Amended: August 15, 2019  
By City Manager

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## **7.1 Purpose**

The purpose of these purchasing procedures is to provide direction to City personnel in the procurement of construction, repair, and maintenance projects; supplies; and services in accordance with the requirements of state law and Title I, Chapter 10 of the City Code of the City of Des Plaines (“City Code”). These procedures may be amended by the City Manager, so long as no provision of these purchasing procedures conflicts with any provision of the City Code. All City personnel shall abide by the policies and procedures set forth herein.

## **7.2 Scope**

These policies and procedures govern all procurement for the City, except as otherwise provided by the City Code. These procedures include who is authorized to approve various procurements, flexible purchasing, open market purchasing, competitive bidding process, requests for proposals, qualification based selection, approval of matching funds in connection with grants to the City, and general requirements applicable to all purchases.

Any dollar amounts used in these policies and procedures shall be gross of (including) the value of any trade-in of City property.

## **7.3 Ethics**

### **A. Code of Ethics**

Transactions relating to the expenditure of public funds require the highest degree of public trust to protect the interests of the City and the residents of Des Plaines. City officials and employees shall perform their duties for the benefit of the citizens of the City in strict accordance with Chapter 9, titled “Code of Ethics,” of Title 1 of the City Code.

### **B. Discipline**

It shall be the responsibility of the City Manager to determine if a Code of Ethics violation has occurred and if disciplinary action up to and including discharge is necessary.

## **7.4 Purchasing Authority**

### **A. Authorization**

Department Heads, the Director of Finance, and the City Manager shall be the primary individuals responsible for ensuring that the procurement of goods and services are authorized by the annual appropriation ordinance and the annual budget approved by the City Council and made in strict compliance with the procedures set forth herein. Although Department Heads, the Director of Finance, and the City Manager may delegate their respective purchasing authority to subordinates, Department Heads, the Director of Finance, and the City Manager shall still bear

the responsibility to ensure that these procedures are followed. The purchase authority required is determined by the amount of the intended purchase, as follows:

1. ***Under \$2,500:*** All procurements for construction, repair, and maintenance projects; supplies; and services in amounts less than \$2,500 shall require the authorization of the Department Head.
2. ***\$2,500 up to \$205,000:*** All procurements for construction, repair, and maintenance projects; supplies; and services in amounts of \$2,500 up to \$205,000 shall require the authorization of the Department Head and City Manager or designee.
3. ***\$205,000 or greater:*** All procurements for construction, repair, and maintenance projects; supplies; and services in the amount of \$205,000 or greater shall require the authorization of the City Council by Resolution in addition to the Department Head and City Manager or designee.

**B. Related Procurements**

Related procurements that will be necessary or required in order to complete a project or facility within the fiscal year, or within 120 days regardless of fiscal year, shall be treated as a single procurement and the sum of the related procurements shall be used to determine the applicable level of authority.

**C. Credit Approval**

1. ***Vendor Accounts:*** All applications to establish credit accounts with suppliers or vendors must be approved by the Purchasing Agent. The Purchasing Agent shall, from time to time as needed, issue a list of all suppliers and vendors with which the City maintains a credit account. Each application to establish a credit account shall accompany the Contract/Vendor Credit Line Set Up form included as Attachment A.
2. ***Credit Cards:*** All City credit cards and credit limits for City employees and officials must be approved in advance by the City Manager or designee, upon recommendation of the applicable Department Head.

**D. Lease and Installment Contracts**

All leases and all options or installment purchase contracts must be accompanied by the Contract/Vendor Credit Line Set Up Form included as Attachment A and approved by:

1. the City Manager or designee in all cases; and
2. the City Council in cases where the amount is \$205,000 or greater; and

3. the Purchasing Agent

## 7.5 Purchasing Policies

### A. **Appropriation Required**

All procurements authorized in accordance with these policies and procedures must correspond to funds appropriated and budgeted by the City Council for the fiscal year in which the purchase is made.

### B. **Flexible Purchasing**

Procurements for construction, repair, and maintenance projects; supplies; and services involving an expenditure less than \$2,500 must be awarded pursuant to the method determined by the Department Head to be the most effective means of obtaining the best value for the City.

### C. **Open Market Purchasing**

Except as provided in Section 7.5 E below, procurements for construction, repair, and maintenance projects; supplies; and services involving an expenditure equal to or greater than \$2,500 but less than \$205,000 must be awarded in conformance with the Open Market Purchasing Procedures set forth in Section 7.6.

### D. **Competitive Bids**

Except as provided in Section 7.5 E below, all procurements for construction, repair and maintenance projects; supplies; and services involving expenditures of \$205,000 or more must be awarded to the lowest responsible bidder in conformance with the Competitive Bidding Procedures set forth in Section 7.7 and the City Code.

### E. **Exceptions to Requirement**

Except when otherwise directed by the City Manager or the City Council, the Flexible Purchasing, Open Market Purchasing and Competitive Bidding Procedures set forth in Sections 7.5 B, C and D above will not apply in the following circumstances, regardless of the amount of the expenditure:

1. ***Specially Authorized Waiver:*** Contracts for construction, repair, and maintenance projects; supplies; and services authorized by a majority vote of all members of the City Council may be awarded without engaging in Flexible Purchasing, Open Market Purchasing or Competitive Bidding Procedures.
2. ***Professional Services:*** Contracts for professional services which require a high degree of professional skill where the ability or fitness of the individual



plays an important part shall be awarded in conformance with the Request for Proposals and Qualification Based Selection Procedures set forth in Section 7.8.

3. ***Emergency Purchases.*** Procurements or contracts that are necessary in the case of accident or other circumstances creating an emergency to protect life, the public health and safety, and public property, may be entered into by the City Manager or designee, who shall follow the Open Market Purchasing Procedures set forth in Section 7.6 when practicable. All emergency procurements and contracts involving expenditures of \$~~250~~,000 or more must be presented to the City Council for ratification. Emergency change orders are subject to Section 7.5 J.
4. ***Sole Source Purchases.*** Contracts for construction, repair, and maintenance projects; supplies; and services that are produced or provided by only one supplier or vendor may be awarded without engaging in Flexible Purchasing, Open Market Purchasing or Competitive Bidding. For this exception to apply, the following steps must be followed:
  - i. The Department Head or designee, shall specify such supplier's or vendor's make or brand and shall attempt to obtain competitive quotes from authorized dealers or distributors of such supplier or vendor and, if possible, directly from such supplier or vendor. If the Department Head determines that there is more than one supplier or vendor for the construction, repair, and maintenance projects; supplies; or services, the Department Head shall award the contract through Flexible Purchasing, Open Market Purchasing, or Competitive Bidding, whichever process is applicable.
  - ii. If the Department Head or designee determines that there is only one supplier or vendor of the construction, repair; and maintenance projects; supplies; and services the City requires, he or she is authorized to negotiate and to recommend to the City Manager or designee and or City Council, as applicable, a contract with such supplier to purchase the construction, repair; and maintenance projects; supplies; and services, at prices or on terms most advantageous to the City.
  - iii. In such a case, the Department Head or designee shall make a written determination that such supplier is the sole source for such construction, repair, and maintenance projects; supplies; and services. The written determination shall be noted in the City's financial management software.

5. ***Special Requirements Purchases:*** Contracts for construction, repair, and maintenance projects; supplies; and services that are produced or provided by only one supplier or vendor meeting special City requirements may be awarded without engaging in Flexible Purchasing, Open Market Purchasing or Competitive Bidding. For this exception to apply, the following steps must followed:
  - i. If the Department Head or City Manager or designee determine that there is only one supplier or vendor that can provide the construction, repair, and maintenance projects; supplies; and services within the special parameters required by the City or pursuant to an overall plan for procurement to achieve improved public service or long term operational efficiencies for the City, he or she is authorized to negotiate and to recommend to the City Manager or City Council, as applicable, a contract with such supplier to purchase the construction, repair, and maintenance projects; supplies; and services, at prices or on terms most advantageous to the City.
  - ii. In such a case, the Department Head or City Manager or designee shall make a written determination of the basis for the special City parameters or overall plan for procurement to achieve improved public service or long term operational efficiencies for the City and that such supplier is the sole source for such construction, repair, and maintenance projects; supplies; and services. The written determination shall be on the form as required by the City Manager or designee, and noted in the City's financial management software.
6. ***Government Joint Purchases.*** Contracts for joint purchasing of construction, repair, and maintenance projects; supplies; and services with one or more governmental units shall conform to the requirements of applicable law, such as, without limitation, the Governmental Joint Purchasing Act, 30 ILCS 525/0.01 *et seq.*, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, or be approved pursuant to the exercise of the City's home rule powers. Nothing shall prevent the City from seeking quotes and bids, and making purchases, from vendors who can provide lower prices than those available through joint purchasing programs for equivalent or better items.
7. ***Matching Funds:*** Where a condition of a grant or loan of funds to the City requires the City to provide City funds as matching funds or for other purposes related to the grant or loan, the grant or loan contract must be approved pursuant to Section 7.5.

8. ***Trade or Professional Organizations, Lobbying Groups and Governmental Services:*** Membership in trade or professional organizations, lobbying groups and governmental services (e.g., the Government Finance Officers Association (GFOA) and the Northeastern Illinois Public Safety Training Academy (NIPSTA)) are not subject to the Flexible Purchasing, Open Market Purchasing and Competitive Bidding Procedures.
9. ***Purchases of a Repetitive Nature:*** Within the fiscal year, or within 90 days regardless of fiscal year, it is not necessary to repeatedly obtain quotes for purchases that are repetitive in nature as determined by the Purchasing Agent.

**F. Contract Subdivision Prohibited**

No contract shall be subdivided to avoid the requirements of the Competitive Bidding Procedures and Open Market Purchasing Procedures and any other Section of this Manual. This prohibition shall not prevent the repetitive purchase of construction, repair, and maintenance projects; supplies; and services which are purchased over a period of time and that cannot be reasonably anticipated in advance. Such repetitive purchases, however, should be made from vendors included on the Approved Vendor List, as defined in Section 7.5 I below, whenever possible.

**G. Prepayments**

Unless approved by the Department Head, City Manager or designee, or City Council, the City will not pay for goods and services until the goods are received or the service is rendered except for the following:

1. Deposits;
2. Memberships, trainings, or subscriptions;
3. Payment to local, State, or Federal government entities;
4. Service or maintenance contracts only when necessary; and
5. Small purchases under \$2,500.

**H. Sales Tax Exemption**

City purchases are not subject to sales tax, therefore, employees shall make efforts to inform vendors of the City's tax-exempt status and to ensure that sales tax is not paid for any purchases including purchases made with petty cash or credit cards.

**I. Approved Vendor List**

1. ***Distribution and Use of Vendor List:*** The Purchasing Agent shall, not less than annually, issue a list of vendors and suppliers with which the City has a contract or established pricing for recurring purchases of supplies or services totaling \$~~205~~,000 or greater annually. All departments are required to consult this list before procuring supplies or services.
2. ***Updating the Vendor List:*** The Purchasing Agent shall make periodic solicitations for contracts or guaranteed price arrangements for recurring purchases of supplies or services totaling \$~~250~~,000 or greater annually. Department Heads shall annually submit requests to the Purchasing Agent to prepare an assessment of their needs for supplies or services. If the Purchasing Agent determines that there is a common need for supplies or services for which the City does not have a current contract or guaranteed price arrangement, the Purchasing Agent will seek such an arrangement in accordance with the applicable level of authority in Section 7.4.

**J. Change Orders and Contract Modifications**

1. ***Department Head's Authority - Other than Construction:*** In procurements other than for construction, the Department Head responsible for supervision of any contract shall have authority to authorize any change to such contract that, when added to all other changes to such contract, would not increase the original contract price by more than 5% or \$2,500, whichever amount is less.
2. ***Department Head's Authority - Construction:*** In procurements for construction, the Department Head shall have the authority to authorize any change to a contract for construction that would not increase the original contract price approved by the City Council to exceed the amount that may be authorized by the City Council when originally approved or that may be authorized from time to time.
3. ***City Manager's Authority:*** The City Manager or designee shall have authority to authorize any change to a contract that, when added to all other changes to the contract, would not increase the contract price as authorized by the City Council by more than 10% or \$5,000, whichever amount is less.
4. ***City Council's Authority:*** The City Council shall have authority to authorize all other changes to contracts.
5. ***Necessary Finding:*** Pursuant to Section 5/33E-9 of the Illinois Criminal Code, any change to a contract that, when added to all other changes to the contract, increases or decreases (a) the original cost of the contract by

\$10,000 or more, or (b) the time of completion of the contract by 30 days or more, shall not be approved without a written determination by the City Manager and either the Department Head (for construction contracts), that:

i. the circumstances said to necessitate the change were not reasonably foreseeable at the time the contract was signed; or

ii. the change is germane to original contract as signed; or

iii. the change is in the best interest of the City.

6. **Re-Bid Required:** Any change order to a public works contract that, when added to all other changes to the contract, increases the original price of the contract or any subcontract by 50% or more, shall require the portion covered by the change order to be resubmitted to bidding or quotes in the same manner as applicable to the original contract or subcontract. 50 ILCS 525/1 *et seq.*

7. **Emergencies:** All emergency change orders must be presented to the City Manager as soon as practical, and those requiring City Council approval must be submitted to the City Council for ratification.

#### **K. Procurements Funded by “Donated” Funds**

Any procurement of construction, repair, and maintenance projects; supplies; and services to be funded by monies donated to the City by third parties shall be governed by the terms of this Manual. This limitation does not apply to public improvements constructed pursuant to an annexation, subdivision or development agreement.

#### **L. Information Technology and Computer Procurements**

All procurements in the area of information technology are subject to a needs assessment and provision of information for review prior to commencing the procurement process.

#### **M. City’s Reservation of Rights**

The City shall have the authority to reject the low bid, to accept any item of a quote or bid, to reject any and all quotes or bids, to accept and incorporate corrections or clarifications following bid opening and to waive irregularities and informalities in any quote or bid submitted or in the bidding process, when to do so would not, in the City’s opinion, prejudice the bidding process or create any improper advantage to any bidder.

### **7.6 Open Market Purchasing Procedures**

**A. Number of Quotes**

Open market purchases and contracts shall, wherever practicable, be based on at least three competitive quotes.

**B. Notice Inviting Quotes**

The person designated by these policies and procedures may solicit quotes for open marketing purchases or contracts by any one or more of the following methods:

1. Direct mail request to prospective vendors;
2. Telephone;
3. Facsimile;
4. Public notice posted in the City Hall;
5. Publication in a newspaper;
6. Notice to trade or membership organizations whose members may have relevant expertise;
7. Electronic mail;
8. Internet; and
9. Trade catalogs

**C. Award of Contract**

The Department Head or City Manager or designee may award the contract or purchase to the vendor providing the lowest responsible quote using the factors set forth in Section 7.7 F as a guide.

**D. Accepting Single Quote Received**

When only one quote is submitted, that fact alone shall not prevent the City from accepting that quote.

**E. Documentation**

The Purchasing Agent, or any other person authorized by these policies and procedures, shall keep a record of all open market purchases and the quotes submitted for each purchase. This record shall, at minimum, contain the following information:

1. The process used for solicitation of quotes;
2. The names and contact information of vendors solicited for quotes;
3. The responses received from the vendors solicited for quotes; and
4. The grounds for selection of the vendor.

## 7.7 Competitive Bidding Procedures

### A. Public Notice Required

1. Public notice of all invitations to bid shall be published one or more times in at least one newspaper of general circulation within the City, not less than ten days prior to the date by which all bids must be submitted to the City. The Purchasing Agent or authorized personnel may also solicit bids by sending copies of the newspaper notice directly to prospective bidders which ordinarily provide the type of construction, repair, and maintenance projects; supplies; and services being sought.
2. The public notice of the invitation to bid shall include, at a minimum, the following:
  - i. a general description of the materials, supplies, or work to be purchased;
  - ii. the location of the work site, if applicable;
  - iii. where bid documents may be found and reviewed;
  - iv. the place at and manner in which bids must be submitted;
  - v. the time and place for the opening of bids;
  - vi. deposit and bonding requirements; and
  - vii. a statement that the City reserves the right to reject any and all bids received.

### B. Additional Information

The City reserves the right to require, from any bidder, prior to the award of a contract, additional information including, but not limited to, information regarding the bidder's business and technical organizations; the bidder's plant, equipment and personnel available to perform the contract; the bidder's financial resources; the experience of the bidder's personnel; the bidder's experience in providing

construction, repair, and maintenance projects; supplies; and services that are similar to the construction, repair, and maintenance projects; supplies; and services for which the contract will be awarded; a history of the bidder's contract defaults and litigation; and a list of the bidder's pending construction or other projects and outstanding bids and proposals.

**C. Bid Security**

Each bid in the amounts of \$2~~50~~,000 or greater shall be accompanied by such cash deposit, in the form of a cashier's check or bid bond equal to 5% of the contract price, unless waived or the required amount is reduced by the City Manager or designee. Bidders shall be entitled to the return of their bid security, as specified in the bid package, except that a successful bidder shall forfeit its bid security upon failure on its part to enter into a binding contract as provided in the invitation to bid.

**D. Submission of Bids**

Hard copy bids shall be submitted to Office of the City Clerk in a sealed envelope bearing the legend "Sealed Bid for [Name of Work]" at the place and before the time for the opening of bids specified in the invitation to bid. All bids received after the time specified for the opening of bids shall be returned unopened.

Bids submitted through electronic means shall be submitted in the manner and before the time for opening of bids specified in the invitation to bid. Such bids shall be received in such a manner that the time and date of submittal, along with the contents of such bids shall be securely stored until the time and date set for the bid opening.

**E. Opening and Evaluation of Bids**

All bids shall be opened in public with no less than two witnesses, which may include members of the City's staff, present at the time specified for the opening of such bids. All bids shall be tabulated and referred to staff for evaluation and recommendation to the appropriate departments and shall be kept on file by the Purchasing Agent as required by Section 7.6 E.

**F. Award of Contract to Lowest Responsible Bidder**

The contract shall be awarded within the time specified in the bidding documents or, if no time is specified, within a reasonable time, by written notice to the lowest responsible bidder whose bid is judged to be the best bid and most favorable to the interests of the City. In determining the lowest responsible bidder, the City shall consider the following factors in addition to price, as applicable:



1. the compliance of the bid, including required plans and specifications, with bidding and contract requirements;
2. the ability, capacity, and skill of the bidder to perform the contract;
3. whether the bidder has the requisite facilities, plant, capital, financial resources, organization, and staffing to enable the bidder to perform the contract successfully and promptly, within the time specified, without delay or interference;
4. the character, integrity, reputation, judgment, experience, and efficiency of the bidder;
5. the quality of the bidder's performance of previous contracts or services;
6. the previous and existing compliance by the bidder with other contracts and the laws or ordinances relating to said contracts;
7. where relevant, the ability of the bidder to provide future maintenance and service;
8. the conditions placed on the bid by the bidder; and
9. any other factor that the City may legally consider in determining the bid that is in the City's best interest.

**G. Lowest Responsible Bidder Over Budget**

If the bid price from the lowest responsible bidder is considered to be higher than the original budget estimate, then the Department Head and Purchasing Agent shall seek to negotiate with the lowest responsible bidder for a reduced bid price. These negotiations, however, must not include a change in the bid specifications. Should the negotiations with the lowest responsible bidder fail to produce a satisfactory reduction in the bid price, then the Department Head and Purchasing Agent mutually agree to pursue one of the following courses of actions:

1. Reject all bids and begin a new bid procedure with the appropriate changes to the bid specifications, or
2. Recommend to the City Manager and/or City Council that the bid should be awarded to the lowest responsible bidder along with an explanation of the factors causing the difference between the original budget estimate and the bid price.

**H. Accepting Single Bid Received**

When only one bid is submitted, that fact alone shall not prevent the City from accepting that bid.

## 7.8 Request for Proposals (RFP) and Qualification Based Selection Procedures

### A. Department Recommendation

Any contract for professional services, determined by a Department Head or Purchasing Agent to require a high degree of professional skill where the ability or fitness of the individual plays an important part, may be awarded to the person or entity whose proposal for the services is most advantageous to the City as determined by the City Manager, Director of Finance, and or the City Council.

### B. Solicitation and Submission of Proposals

1. Solicitation and Submission of Proposals - Generally: Proposals for such work may be solicited by a Department Head or Purchasing Agent, depending on the level of expenditure and whether federal funds will be used, in the manner provided for in Section 7.8 E, 7.8 F, or in such other manner as determined by the City Manager to be efficient for the submission and review of such proposals. For architectural, engineering, and land surveying services, the City shall comply with Section 7.8 E or 7.8 F, as applicable.
2. Solicitation and Submission of Proposals - Federal Funds:
  - i. For contracts for engineering or design services that cost **\$25,000 or more**, and will be funded in whole or in part using **federal funds**, the Qualification Based Selection procedures set forth in Section 7.8 F must be used.
  - ii. For contracts for engineering and design services that cost **less than \$25,000**, and will be funded in whole or in part using **federal funds**, the Qualification Based Selection process set forth in Section 7.8 E may be used as long as the additional requirements set forth in Section 7.8 E(5) are satisfied.

### C. Opening of Proposals

The opening of proposals shall not be open to the public to avoid disclosure of confidential information to competing professionals or firms.

### D. Evaluation

In making such determination, the Department Head or Purchasing Agent shall consider any evaluation factors that have been established for the proposals.

- E. Qualification Based Selection: *Statements of Qualifications:*** Licensed architectural, engineering and land surveying firms may file a statement of qualifications and supporting performance data annually with the City.
2. ***Public Notice:*** When the City wishes to engage in a project involving architectural, engineering, or land surveying services, the Department Head or City Manager or their designee must, subject to the exceptions detailed in Section 7.5 E, either:
- i. mail a notice requesting a statement of interest to all firms that have a statement of qualifications on file with the City; or
  - ii. place an advertisement in at least one newspaper of general circulation within the City requesting a statement of interest in the project and a statement of qualifications, if the interested firm does not already have one on file with the City and/or post announcement on the City's website [www.desplaines.org/proposals](http://www.desplaines.org/proposals) for at least 14 days; or
  - iii. send a notice to all firms that have been awarded City contracts for such services or have previously submitted a proposal to the City. The notice may be sent by mail, electronic mail, or facsimile.
3. ***Evaluation and Selection:*** The Department Head or Purchasing Agent shall, consider the interested firms' qualifications, past record and experience, performance data on file, willingness to meet time requirements, location, workload, ability of the firms' professional personnel, and any other factors that have been established in writing.
- The Department Head or Purchasing Agent shall then select three firms which he or she determines to be the most qualified and rank the firms in order of qualifications.
- The Department Head or Purchasing Agent shall then contact the highest ranked firm and attempt to negotiate a contract at a fair and reasonable compensation.
- If fewer than three firms submit statements of interest the Department Head or Purchasing Agent may negotiate a contract with the most qualified firm that submitted a statement of interest.
4. ***Exceptions:*** The City may disregard the notice, evaluation and selection steps detailed above in three situations:

- i. *Existing Relationship:* If the City already has a satisfactory existing relationship with a firm providing the services;
  - ii. *Emergency:* If the City Council, by resolution, determines that the services are needed on an emergency basis; and
  - iii. *Project Cost Under \$205,000:* If the cost of the services is expected to be less than \$205,000.
5. ***Additional Federal Small Purchase Requirements:*** The Qualification Based Selection process outlined in this Section 7.8 E may be used for the procurement of (i) engineering and design related consulting services that (ii) will be funded in whole or in part using federal funds and that (iii) cost less than \$25,000. However, the following additional requirements shall apply:
- i. The scope of work, project phases, and contract requirements shall not be broken down into smaller components merely to avoid using the Qualification Based Selection procedures set forth in Section 7.8 F of this Protocol.
  - ii. A minimum of three consultants are required to satisfy the adequate number of qualified sources reviewed. In instances where less than three qualified consultants respond to the solicitation, the City shall contact the IDOT District 1 Local Roads and Services office for verification that the solicitation did not contain conditions or requirements which arbitrarily limited competition.
  - iii. Contract costs may be negotiated in accordance with the Qualification Based Selection procedures set forth in this 7.8 E; however, the allowability of costs shall be determined in accordance with the Federal cost principles.
  - iv. If the cost of any contract modification or amendment would cause the total contract amount to exceed \$25,000 and the Qualification Based Selection (QBS) procedures set forth in Section 7.8 F of this Protocol were not followed, the contract becomes ineligible for federal funding on costs above \$25,000.

**F. Qualification Based Selection for Federally Funded Engineering Services**

The following qualification based selection procedures must be used for contracts (i) for engineering and design related consulting services that (ii) are funded in whole or in part using federal funds; provided, however, for contracts (i) for engineering and design services that (ii) will be funded in whole or in part using

federal funds that (iii) cost less than \$25,000 the Qualification Based Selection process set forth in Section 7.7 E may be used as long as the additional requirements set forth in Section 7.7 E(5) are satisfied.

The qualification based selection procedures set forth below comply with federal requirements of 23 CFR 172 and the Brooks Act. Additionally, the City believes the following policies and procedures comply with Section 5-5, and specifically Section 5-5.06(e), of IDOT's *BLRS Manual*.

1. **Public Notice:** When the City wishes to use federal funds to engage engineering or design consulting services, the Department Head or City Manager or their designees will post an announcement on the City's website at [www.desplaines.org/proposals](http://www.desplaines.org/proposals) and/or publish an ad in a newspaper with appropriate circulation. The announcement will be on continuous display on the City's website for at least 14 days and/or advertised in the newspaper at least twice at least 14 days prior to the acceptance of proposals.
2. **Project Description:** The request for proposals must include a description of the project. It may be advantageous to describe the project as broadly as possible because it may not be possible to add work to a federally funded QBS contract that was not included in the original scope and evaluation criteria. (See Section 5-5.06(f) of IDOT's *BLRS Manual*.) However, any applicable time limits associated with the overall contract should be taken into account when preparing the project description.
  - i. **Minimum Project Description Contents.** The project description must, at a minimum, do the following:
    - a. Describe in general terms the need, purpose, and objective of the project;
    - b. Identify the various project components;
    - c. Establish the desired timetable for the effort;
    - d. Identify any expected problems; and
    - e. Determine the total project budget.

Additional information may be included in the project description as warranted.

- ii. **Project Phasing.** If the City does not wish to conduct an independent QBS process for each phase of a project (e.g. preliminary engineering, design engineering, construction engineering), the City

must explicitly include the phases in the project description in the Request for Proposals solicitation.

If the City specifies in the project description that the solicitation is to cover multiple phases of the project, the City will not have to conduct an independent QBS process for those phases.

When a project description includes more than one phase, the contract and dollar amounts for each phase may be negotiated and authorized individually as the project progresses as long as the work being negotiated in each phase was included in the original Request for Proposals' project description.

Under this multi-phase approach, the selected firm is not guaranteed a contract for subsequent phases, if, for example, work on the previous phase was unsatisfactory or contract price cannot successfully be negotiated.

When determining whether to employ a multi-phase QBS approach and drafting the multi-phase project description, consideration should be given to the fact that projects tend to evolve through the course of preliminary engineering, design engineering and construction engineering.

3. ***Conflict of Interest Statement:*** The City requires consultants to submit a disclosure statement with their proposals, a copy of which is attached as Attachment C. The disclosure form is to be included in the Request for Proposals.
4. ***Suspension and Debarment:*** The City requires consultants to submit a disclosure statement with their proposals, a copy of which is attached as Attachment D. The disclosure form is to be included in the Request for Proposals.

In addition to the disclosure statement, the City may perform its own checks of various website resources using links from the IDOT Chief Procurement Office website, including:

- i. System for Award Management Exclusions (SAM Exclusions)
- ii. State Chief Procurement Offices (CPOs) – IDOT, Capital Development Board, General Services, and Higher Education
- iii. Illinois Department of Labor
- iv. Illinois Department Human Rights

5. **Evaluation:** The applicable evaluation factors, weighting ranges, and whether interviews might be conducted must be included in the Request for Proposals.
  - i. Evaluations Factors. The City Manager or Department Head or their designees will determine the evaluation factors for each project. The evaluation factors must include a minimum of four criterion. Typical criterion and recommended weighting recommended ranges are indicated below:  
  
Technical Approach (10 - 30%)  
Firm Experience (10 - 30%)  
Assigned Staff Experience (10 - 30%)  
Specialized Expertise (10 - 30%)  
Past performance (10 - 30%)  
Workload Capacity (10 - 30%)  
In-State or Local Presence\*  
Participation of Qualified and Certified DBE Sub-consultants\*  
(\* the total combined weight of these two factors must not exceed 10%.)
  - ii. Interviews. In addition to the evaluation factors, the City may choose to conduct interviews with the short-listed consultants. When conducted, the interviews must occur separately and with a minimum of three consultants, or all qualified consultants if less than three respond.
  - iii. Requests for Cost Estimates/Proposals Prohibited. In accordance with QBS principles, the City shall not seek formal or informal submission of verbal, written, or sealed cost estimates or proposals in terms of dollars, hours required, percentage of construction cost, or any other measure of compensation prior to selecting the top-ranked consultant for negotiation.
6. **Selection:** The City requires a minimum three-person selection committee. Typically the selection committee members include the City Manager, the Director of Finance and the Department Head or their designees. For engineering projects, the Director of Public Works & Engineering takes the lead in forming the selection committee based upon the unique circumstances of each individual project.

The selection committee members must certify that they do not have a conflict of interest. The City requires each member of the selection committee to provide an independent score for each proposal using a form similar to the matrix below, prior to the selection committee meeting.

<i>Criteria</i>	<i>Weighting</i>	<i>Potential Points</i>	<i>Firm 1</i>	<i>Firm 2...</i>	<i>Firm x</i>
<i>Criterion 1</i>					
<i>Criterion 2...</i>					
<i>Criterion x</i>					
<b>Total</b>	<b>100%</b>	<b>100</b>			

The selection committee members' scores are averaged for a committee score, which is used to establish a short list of three firms. The committee score may be adjusted by the committee based on group discussion and information gained from presentations and interviews to develop a final ranking.

If there are fewer than three qualified consultant proposals received, and the City determines that one or both are qualified, IDOT approval is required prior to negotiating a contract.

If there are other firms within 10% of the minimum score, the City Manager or Department Head may choose to expand the short list to include more than three firms.

Notification is to be provided to the responding applicants of the final ranking of the three top-ranked firms resulting from the selection process.

7. **Independent Project Cost Estimate:** The City will prepare an independent in-house estimate for the project prior to contract negotiations. The estimate will be used in the negotiation with short-listed firms.
8. **Contract Negotiation:** Once the Selection Committee selects the short-listed firms, the City will negotiate with the short-listed firms as described below.

The City uses a two-person team to negotiate with the short-listed firms. The team typically consists of the City Manager, the Director of Finance, and/or the Department Head. Members of the negotiation team may delegate this responsibility to staff members.

If an agreement cannot be reached on the scope and fee with the top-ranked consultant, the City may drop negotiations with the top-ranked consultant and continue the process with the second-ranked consultant. The City may continue with the third-ranked consultant, if agreement cannot be reached with the second-ranked consultant.



As indicated in 7.8 F(5), prior to the selection of the top-three ranked consultants for negotiation, no costs can be solicited. However, after completion of the selection process, it is acceptable to request sealed cost proposals from the top three ranked consultants. The consultant's sealed cost proposal is only opened as negotiation is underway with that particular consultant. Upon successful negotiation with a consultant, any unopened sealed cost proposals shall be securely disposed of without opening.

9. **Acceptable Costs:** The City will perform a basic review of the contract, before submitting it to IDOT for a more detailed review, to ensure that the contract costs and the indirect cost rates are compliant with Federal cost principles.
10. **Invoice Processing:** The project manager assigned to any project using federal funds will review and approve all invoices prior to payment and submission to IDOT for reimbursement.
11. **Project Administration:** The assigned project manager will monitor work on the project in accordance with the contract and will provide updates to the Department Head. The City will evaluate the consultant and keep appropriate files. The City follows IDOT's forms, requirements and procedures for federally funded projects, including, without limitation, the Local Public Agency Agreement for Federal Participation (BLR 05310), the Engineering Services Agreement (BLR 05510), and BLRS Form 05613.

## 7.9 General Purchasing Procedures

### A. Form of Contract

Contracts should be in writing, and on forms approved by the City Manager and Legal Counsel where possible; oral contracts are prohibited except in emergency situations. All contracts requiring the City Manager's or designee's approval, as determined by the applicable level of authority in Section 7.4, shall be routed using the approved memo format, included as Attachment B.

### B. Purchase Orders

1. **\$2,500 or greater:** Prior to a request for any payment for a procurement of a good or service of \$2,500 or more, a purchase order must be created by the user and approved by the Department Head and City Manager or designee. All purchase orders are created and approved electronically using the City's financial management software. All necessary fields should be filled in along with any uploaded documents, including vendor quotes, bid documents, proposals, and a copy of the approved City Council Resolution authorizing the purchase, as applicable.

2. ***Change Orders To Existing Purchase Orders:*** In some instances, it may become necessary to change a purchase order to include additional costs or quantities. When this occurs, the employee who completed the original purchase order must, in addition to complying with the requirements of Section 7.5 J of these policies and procedures, initiate a change order in the financial management software and submit for approval determined by the applicable level of authority.

**C. Invoice Processing**

1. ***Initial Entry:*** Upon confirmation that all goods and services are received and accepted (except as provided in Section 7.5 G), the authorized department designee will initiate an invoice batch using the City's financial management software. All necessary fields should be filled in and applied to the purchase order if applicable. All invoices submitted for payment must be approved by the Department Head and Director of Finance or designee.
2. ***Backup Documentation:*** Upon Department Head approval of all invoices entered into the City's financial management software, all backup documentation is then forwarded to the Finance Department before the deadline set forth in the "Deadline Dates memo" published annually by the Accounts Payable Clerk in the preceding year.
3. ***Warrant Register Deadline:*** All approved invoices presented for payment on the warrant register must be received in the Finance Department before the deadline set forth in the "Deadline Dates memo".
4. ***Vendor Payments:*** All payments will be promptly mailed to vendors (with supporting remittance information enclosed) the next business day following the City Council approval of the warrant register, unless otherwise specified in writing by a Department Head.

**D. Petty Cash Purchasing Policies**

A limited number of employees may be authorized by their Department Heads to make purchases of \$25.00 or less that are unable to be made using a procurement card. All purchases made with petty cash require a:

1. Completed petty cash slip describing the purchase and budget account code.
2. Receipt or other proof of payment.
3. Signature of the individual seeking reimbursement, the applicable Department Head and Purchasing Agent.

It is important to remember that City purchases, including petty cash purchases, are not subject to sales tax. When making a purchase, employees are responsible for presenting the City’s Sales Tax Exemption letter to avoid being charged Sales Tax.

The following petty cash funds have been established from which reimbursements for departmental purchases may be made:

1.	Asset Seizure Petty Cash Funds	\$300
2.	City Hall - Finance	\$1,500

**E. Financial Assurance**

1. **Bonds:** Any supplier or vendor must, before commencing any construction work that is subject to the Illinois Public Construction Bond Act, 30 ILCS 550/0.01 et seq., submit to the City a performance bond and a labor and material payment bond from a surety company licensed to do business in the State of Illinois with a general rating of A- or better for an amount not to exceed 110% of the total contract amount. With respect to all other procurements, any vendor or supplier shall provide performance security and labor and material payment security as determined by the Department Head or the Purchasing Agent.

2. **Insurance:** Any supplier or vendor for a procurement shall provide certificates and policies of insurance evidencing those types of insurance coverages and limits as may be required by the Purchasing Agent based on the nature of the procurement and the risks involved. Such policies shall be in a form, and from companies, acceptable to the Purchasing Agent. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the City.

**F. Retention of Bids, Quotes and Proposals**

All bids, quotes and proposals of vendors to whom a procurement is awarded shall be retained for the duration of the procurement and the applicable statute of limitations for any claims. All other bids, quotes and proposals shall be retained for the longer of: (A) at least one year following the end of the fiscal year in which received or (B) completion of any construction involved in the procurement, except where otherwise provided by applicable law or policy of the City.



**CITY OF DES PLAINES CONTRACT / VENDOR CREDIT LINE SET UP FORM**

**INSTRUCTIONS:** Please type or print. In order to establish a credit account or contract with the City, please complete and route this form (and all applicable documents) in accordance with the ROUTING schedule below.

**Check One:**                      CONTRACT                       VENDOR CREDIT LINE

**Section 1**

REQUESTOR INFORMATION	
Requestor Name:	Department:

**Section 2**

CONTRACT / VENDOR CREDIT LINE INFORMATION
Vendor Name:
Credit Limit or Contract Amount \$
Date of Credit Application or Contract:
Description of Goods or Services Purchased:

**Section 3 (Only Applies to Contracts)**

CONTRACT (ONLY) INFORMATION	
Date of Council Approval:	Resolution #
Purchase Order #:	Contract Term From:                      To:
Check all that apply: <input type="checkbox"/> Lease Option <input type="checkbox"/> Installment <input type="checkbox"/> Auto Renewal <input type="checkbox"/> Grant	

**Section 4**

REQUIRED ATTACHMENTS	
Vendor Credit Line	Contracts
<input type="checkbox"/> Credit Application	<input type="checkbox"/> Copy of Resolution
	<input type="checkbox"/> Copy of Contract
	<input type="checkbox"/> Copy of Grant Agreement (if necessary)

FINANCE DEPT USE ONLY			
Purchasing Initial & Date: _____	<input type="checkbox"/> Legal Review	<input type="checkbox"/> Good Standing	<input type="checkbox"/> Rider Attached (Credit Only)
Accounts Payable Initial & Date: _____	<input type="checkbox"/> W-9 Requested; or Received	<input type="checkbox"/> Entered into B of A	<input type="checkbox"/> Entered into LOGOS

**CONTRACT ROUTE:** Department → Finance (Purchasing) → Legal → Council (if > \$205K)  
 → Finance (Purchasing)    **VENDOR CREDIT LINE ROUTE:** Department → Finance (Purchasing)  
 → Legal → AP → Vendor

**NEW ATTACHMENT A**



**CITY OF DES PLAINES VENDOR APPROVAL FORM**

INSTRUCTIONS: COMPLETE ALL SECTIONS OF THIS FORM **PRIOR** TO PURCHASING GOOD OR SERVICE AND SEND TO PURCHASING AGENT FOR APPROVAL.

**Section 1**

REQUESTOR INFORMATION	
Date:	
Requestor Name:	
Department:	

**Section 2**

VENDOR INFORMATION	
Individual or Legal Name of Business:	
Contact Name:	
Phone:	Email:
Please provide a brief description of the products and/or services provided:	

**Section 3**

CONFIRMATION
<input type="checkbox"/> I have checked LOGOS and I confirm that vendor does NOT already exist.

**Section 4**

ATTACHMENTS
-------------

Attach to this form a Price Quote\* that contains (at a minimum):

- Description of Products and/or Services procured
- Legal Name of Business or Individual
- Remittance Address
- Contact Information

\*If department is unable to (1) obtain price quote prior to purchasing good / service or (2) complete any section of this form, please contact purchasing.

FINANCE DEPT USE ONLY			
Purchasing Initial & Date: _____	<input type="checkbox"/> Request Reviewed	<input type="checkbox"/> Good Standing	<input type="checkbox"/> Entered into LOGOS
Accounts Payable Initial & Date: _____	<input type="checkbox"/> W-9 Requested	<input type="checkbox"/> Entered into Credit Card	<input type="checkbox"/> Entered into LOGOS

*ROUTE: Department → Purchasing → Accounts Payable → Purchasing*

Revised 12/17/2018

ATTACHMENT B



CITY OF DES PLAINES  
1420 Miner Street  
Des Plaines, IL 60016  
847-391-5300

Date:

To:

From:

*Re: Request for Signature*

**Please check the appropriate box below**

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Take Necessary Action | <input type="checkbox"/> For your Information      | <input type="checkbox"/> Reply            |
| <input type="checkbox"/> For your Comments     | <input type="checkbox"/> See Me About the Attached | <input type="checkbox"/> For your Records |
| <input type="checkbox"/> Per your Request      | <input type="checkbox"/> For Signature (s)         | <input type="checkbox"/> Route and Return |
| <input type="checkbox"/> For your Approval     | <input type="checkbox"/> For your Review           | <input type="checkbox"/> Copy to File     |

**Message**



QUALIFICATION BASED SELECTION  
CONFLICT OF INTEREST DISCLOSURE FORM

The City’s Code of Ethics prohibits public officials or employees from performing or participating in an official act or action with regard to a transaction in which he has or knows he will thereafter acquire an interest for profit, without full public disclosure of such interest. This disclosure requirement extends to the spouse, children and grandchildren, and their spouses, parents and the parents of a spouse, and brothers and sisters and their spouses.

To ensure full and fair consideration of all proposals, the City requires all applicants including owners or employees to investigate whether a potential or actual conflict of interest exists between the applicant and the City, its officials, and/or employees. If the applicant discovers a potential or actual conflict of interest, the applicant must disclose the conflict of interest on this form or an attachment thereto, identifying the name of the City official or employee with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence of a potential or actual conflict of interest does NOT, on its own, disqualify the disclosing applicant from consideration. Information provided by applicants in this regard will allow the City to take appropriate measures to ensure the fairness of the proposal process.

The City requires all applicants to submit this Conflict of Interest Disclosure Form. This Form must be executed by a person that is authorized to execute contracts for the applicant.

\_\_\_\_\_(“Applicant”), hereby certifies that it has conducted an investigation into whether an actual or potential conflict of interest exists between the applicant, its owners and employees and any official or employee of the City of Des Plaines.

Applicant further certifies that it has disclosed any such actual or potential conflict of interest below. Applicant acknowledges that if applicant has not disclosed any actual or potential conflict of interest, the City may disqualify the applicant from this Request for Proposal process.

\_\_\_\_\_  
Signature of Applicant if the Applicant is an Individual  
Signature of Partner if the Applicant is a Partnership  
Signature of Officer if the Applicant is a Corporation

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

The above statements must be subscribed a sworn to before a notary public.  
Subscribed and Sworn to this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

**DISCLOSE ALL POTENTIAL OR ACTUAL CONFLICTS OF INTEREST BELOW** (attach additional pages as necessary):

Name of City Official or Employee: \_\_\_\_\_

Nature of the Conflict of Interest: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



ATTACHMENT D

QUALIFICATION BASED SELECTION  
SUSPENSION OR DEBARMENT DISCLOSURE FORM

\_\_\_\_\_(“Applicant”), hereby certifies that it has conducted an investigation into whether any of the following have occurred within the previous 10 years: suspension or debarment from contracting with any governmental entity; professional licensure discipline; bankruptcies; adverse civil judgments and administrative findings; and criminal felony convictions.

Applicant further certifies that it has disclosed any such suspension or debarment below. Applicant acknowledges that if Applicant has not disclosed any actual or potential conflict of interest, the City may disqualify the applicant from this Request for Proposal process. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the procurement process and term of the contract, if the bid or offer is successful.

\_\_\_\_\_  
Signature of Applicant if the Applicant is an Individual  
Signature of Partner if the Applicant is a Partnership  
Signature of Officer if the Applicant is a Corporation

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

The above statements must be subscribed a sworn to before a notary public.  
Subscribed and Sworn to this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

**DISCLOSE ALL SUSPENSIONS OR DEBARMENTS BELOW** (please attach additional pages as necessary):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: October 28, 2022  
 To: Michael G. Bartholomew, City Manager  
 From: John T. Carlisle, AICP, Director of Community and Economic Development *JTC*  
 Samantha Redman, Associate Planner *SR*  
 Subject: Conditional Use for Commercially Zoned Assembly at 2064 River Road

**Issue:** The petitioner is requesting a conditional use permit to operate a Commercially Zoned Assembly in the C-3 General Commercial zoning district.

**PINs:** 09-28-302-024-0000 & 09-28-302-025-0000  
**Petitioner:** Binu Simon, Social Club of Chicago, 2064 S. River Rd., Des Plaines, IL, 60018  
**Owner:** Social Club of Chicago, 2064 S. River Rd., Des Plaines, IL 60018  
**Case Number:** #22-044-CU  
**Ward Number:** #6, Alderman Malcolm Chester  
**Existing Zoning:** C-3, General Commercial  
**Surrounding Zoning:** North: R-1, Single Family  
 South: R-1, Single Family  
 East: R-1, Single Family  
 West: R-1, Single Family  
**Surrounding Land Uses:** North: Open Space (detention basin)  
 South: Single Family Residences  
 East: Forest Preserve  
 West: Single Family Residences  
**Street Classification:** River Road is classified as an arterial street.  
**Comprehensive Plan :** The plan illustrates the property as commercial.

**Property/Zoning History:** The subject property was constructed in 1955 according to the Cook County Assessor's Office and has operated as a commercial space throughout the known history of the building. The property is technically three parcels; a portion of the property, previously Esser Court, was vacated in 2004 and consolidated with PIN 09-28-302-025-0000 (Refer to Plat of Survey). This site is located within the hundred-year floodplain, requiring adherence to Federal Emergency Management Agency (FEMA) regulations for any construction in this location.

The site is zoned C-3, allowing for a variety of permitted business uses. In 2019, a conditional use permit was approved (Ord. Z-7-19) to allow for a commercially zoned assembly use, specifically the Social Club of Chicago. Included in this approval were several conditions, including the requirement to expand the parking lot within two years to include fifteen (15) additional parking spaces (for a proposed total of 30 spaces) and a restriction limiting the uses in the building to specific activities related to the Social Club of Chicago.

**Project Description:** The petitioner and property owner, Binu Simon of the Social Club of Chicago, is proposing a conditional use to allow a commercially zoned assembly use at 2064 South River Road. The property is one zoning lot but consists of three parcels and contains a two-story, 2,355-square-foot building and a surface parking lot with 15 off-street parking spaces.

The previously approved conditional use permit allowed for the use of the entire building/property for an assembly use—and, in fact, necessitated that “Any expansion for any other proposed use or Activities shall require the Owner or Applicant to obtain an amendment to the Conditional Use Permit.” The petitioner has stated rental of space on the first floor is necessary to financially support the Social Club of Chicago organization. The intent of this new proposed conditional use permit is to clarify what uses are permitted at this property and expand the allowable uses to include office space on the first floor. Note the site is currently unable to operate as the previously approved conditional use because the parking lot was not expanded in the time frame specified in the conditions of approval.

### ***Proposed Uses***

The proposed floor plan of the building includes meeting areas and offices for the assembly use on the second floor and a proposed area for two tenants unassociated with the Social Club of Chicago on the first floor. (Refer to attached floor plan). The club activities are unchanged from the previous Conditional Use Permit, including monthly meetings to go over upcoming charitable events; to discuss official club business; and to play cards, board games, and other recreational games.

A prospective tenant for half of the first floor is Level Motors. The company describes itself as an online motor vehicle sales company that sells used cars directly from owners to dealerships; however, this property will not be directly

used to sell or display vehicles but will be used as an office space. Most vehicles are picked up directly from the seller and taken to a dealership; however, some vehicles will be dropped off and taken to the dealership by an employee within 24 hours. According to the petitioner, no tow trucks or car carrier trailers will be used to transport vehicles in and out of this location. Due to the lack of motor vehicle display/sales on site, this use is classified as an office use and on its own would not require a conditional use permit, pursuant to Section 12-7-3. However, to co-occupy the property with a commercially zoned assembly, conditional use approval is required.

The petitioner and the proposed tenant do not have any plans to alter the interior or exterior of the building. The table below provides hours and proposed uses for the building. A second tenant for the first floor would be determined at a later date, and whether the use is possible – permitted use, conditional use, or not allowed at all – in the C-3 zoning district would be determined at that time. All uses would have their own off-street parking requirements, and the parking lot on site would need to provide sufficient parking for all uses, unless a variation were approved.

<b>Social Club of Chicago</b>	
Assembly Use	<p><u>Proposed Hours of Operation:</u></p> <ul style="list-style-type: none"> <li>- Meetings: 6 p.m. to 9 or 10 p.m. once a month</li> <li>- Office Use: 6 p.m. to 9 p.m. occasional weekdays and weekends</li> </ul> <p><u>Types of Activities:</u> Club meetings and office use</p> <p><u>Maximum number of people:</u></p> <ul style="list-style-type: none"> <li>- Assembly use: 15-20 people* (participants are able to attend meetings either virtually or in person)</li> <li>- Office use: 2-3 members</li> </ul> <p><u>Parking:</u> Parking demand anticipated to be a maximum of 20 spaces for club attendees.</p>
<p>*Note: Previous CU stated 30 people were anticipated to attend events; however, the petitioner states membership has been reduced due to the pandemic and no more than 20 attendees are anticipated. The virtual meeting option is also a new addition.</p>	
<b>Level Motors (Proposed Tenant in ½ of First Floor)</b>	
Office Use	<p><u>Proposed Hours of Operation:</u> 8 a.m. - 5 p.m. M-F, 9 a.m. - 2 p.m. Saturday</p> <p><u>Types of Activities:</u> Office use</p> <p><u>Employees:</u> 5, varying days in the office/work from home.</p> <p><u>Parking:</u> Parking demand will be 3-4 spaces for employees, meeting the zoning requirements for office spaces of this size. Occasional parking of vehicles (less than 24 hours) on site, awaiting pickup and delivery to other locations.</p>

<b>Vacant Office Area (1/2 of First Floor)</b>	
Office use or other uses allowed by C-3 Zoning	<u>Proposed Hours of Operation:</u> To be determined (TBD) <u>Types of Activities:</u> TBD, likely office use <u>Employees:</u> TBD <u>Parking:</u> Parking demand will meet zoning code requirements, to be confirmed by the property owner and the Community and Economic Development department prior to approval of business license.

***Off-Street Parking***

Pursuant to Section 12-9-7, commercially zoned assembly uses for membership organizations are required to provide one space for every 200 square feet of gross activity area. The proposed office use for Level Motors would require one space for every 250 square feet gross floor area. The definition of “floor area” in Section 12-13-3 allows certain spaces such as restrooms, mechanical rooms, hallways, and up to 10 percent of storage areas to be excluded. The table below reflects the floor area of the building.

<b>Use</b>	<b>Floor Area</b>	<b>Required parking</b>
Assembly uses community centers, banquet halls and membership organizations	1,365 square feet	6.85 spaces*
Office	1,095 square feet	4.38 spaces*
	<b>Total</b>	<b>12 spaces</b>
*Spaces rounded up to next whole number		

A total of 12 spaces with one (1) accessible space are required for these uses, per code requirements. During the previous conditional use process in 2019, 30 spaces, including two (2) accessible spaces, were required to meet the anticipated parking demand. The justification for this additional parking was based off a parking study completed for the previous location of the Social Club of Chicago at 9660 Golf Road (Refer to Parking Study). The study indicated the club generated greater demand than code requirements, with up to twenty-two spaces occupied by club attendees.

Since the COVID-19 pandemic, the petitioner states in the project narrative that in-person membership has been drastically reduced, with 15-20 members attending in person and other members attending virtually. However, the PZB and City Council may wish to ask the petitioner to clarify if there is virtual participation for *all* activities or if business meetings are different than truly social functions in the format of participation. Hours of operation are not anticipated to overlap for the assembly use and the office uses. Level Motors intends to operate M-F from 8 a.m. to 5 p.m. and Saturday 9 a.m. to 2 p.m. The Social Club of Chicago will meet monthly from 5 p.m. to 9 p.m. and any other activities occur after business hours for the office spaces. With the anticipated five (5) employees during business hours for Level Motors and the maximum anticipated attendance of 20 people for the Social Club of Chicago, parking demand should be satisfied with this location, provided the parking lot is expanded.

The parking lot is proposed to be expanded to include 30 total spaces, including two accessible spaces (Refer to Parking Lot Expansion Plans). A condition of approval for the previous conditional use was to expand the parking lot to provide fifteen (15) additional spaces within two years of the approval of Ord. Z-7-19, which set a deadline of May 20, 2021. The petitioner did not expand the parking lot by this deadline. However, they have submitted a building permit for construction of the parking lot. Due to the location of the property in the floodplain, additional engineering requirements and approvals have been necessary to meet local and federal regulations. Final issuance of city building permits for the parking area is dependent on the approval of plans by the Metropolitan Water Reclamation District; the petitioner is currently awaiting this approval.

The parking lot will be required to meet specific standards since this property abuts a residential zoning district. Any lighting included with the parking lot may not exceed 0.1 foot-candles, pursuant to Section 12-12-10 and lighting fixtures are required to be shaded to avoid casting direct light to any abutting residential districts pursuant to Section 12-7-3.F.5.b. Landscaping is to be provided along and within the new parking lot perimeter to meet Section 12-10-8.

#### **PZB Action**

The PZB held a public hearing on October 25, 2022 to consider the conditional use. Their discussion and rationale are captured in the excerpt to the draft minutes of the October 25, 2022 meeting. The PZB recommended (5-0) that the City Council approve the proposed conditional use with two modifications from the staff's recommended conditions. These modifications are noted in the attached Chairman Szabo memo and below.

#### **City Council Procedure and Recommended Conditions**

Pursuant to Section 12-3-4.E, the City Council has the authority to approve, approve with modifications, or deny the request. The City Council has final authority over the conditional use. Should the City Council approve the request, staff and the PZB suggest the following conditions.

**Conditions of Approval:**

The **bold, double-underlined text** below highlights the changes in the conditions between attached Z-34-22 and the previous approval (Z-7-19).

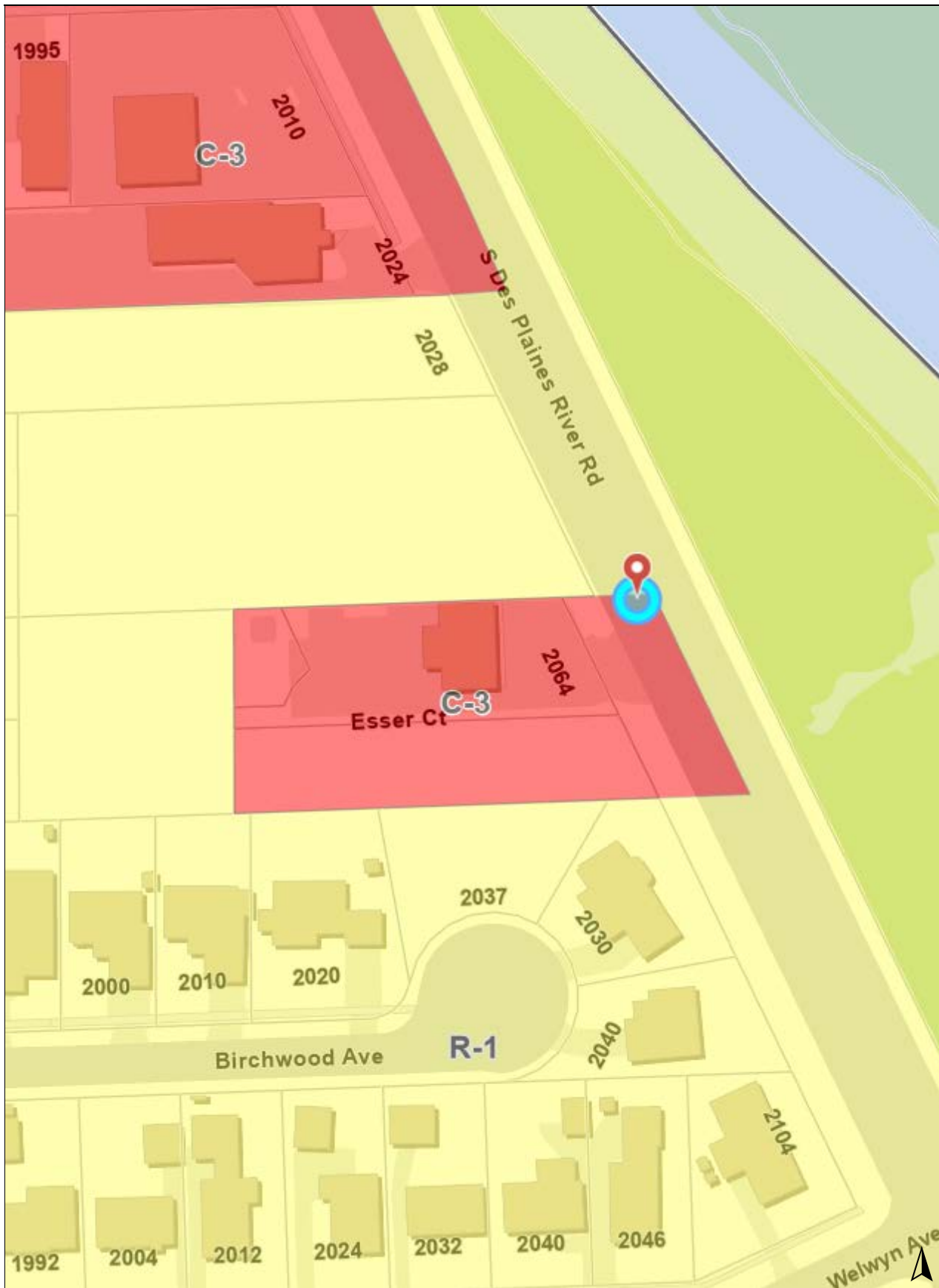
1. The **second story of the Subject Property** shall only be used as a Commercially Zoned Assembly Use for the following activities:
  - a. Community services;
  - b. Recreational activities and social activities that comply with all applicable codes;
  - c. Charitable events; and
  - d. Office uses directly related to the Petitioner (collectively, the “Activities”).
2. **The first story of the Subject Property shall only be used for uses approved for C-3 Zoning Districts and any new uses must comply with the collective parking requirement set forth in the Zoning Ordinance for all of the uses on the Subject Property.**
3. Any expansion **or increase in intensity** of the Activities shall require the Owner or Applicant to obtain an amendment to the Conditional Use Permit.
4. The Subject Property shall only be used for the Activities during the following times:
  - a. **6 pm to 9 pm Monday through Thursday, and 6pm to 10 pm Friday, Saturday and Sunday for assembly uses;**
  - b. 8 am to 5 pm for hours of the office use; and
  - c. Any deviation from the hours set forth in this Section must be approved by the Director of Community and Economic Development.
5. The Petitioner must add a minimum of 15 parking spaces to the Property **to accommodate peak parking demand periods in substantial accordance with the Parking Lot Expansion Plans prepared by Bono Consulting, Inc., consisting of three sheets, with a latest revision date of April 12, 2022, a copy of which is attached to and made a part of this Ordinance as Exhibit C, before a certificate of occupancy or business registration would be issued for either the social club or office use.**
6. All non-accessory uses, trailers or other stored items, on the Subject Property must be removed within 90 days of the approval date of this Ordinance.
7. The Activities and the Subject Property must comply at all times with the maximum occupancy load prescribed by the Fire Protection Department.
8. All food service preparation for any participant in the Activities must come from a commercial grade kitchen.
9. **No motor vehicles in the process of being sold or awaiting transport to a purchaser may be located on the Subject Property for more than twenty-four hours. No towing vehicles or car carriers may be parked on the Subject Property or used on a regular basis to complete regular business practices of any auto-sales-related entity located on the Subject Property.**

**Attachments:**

- Attachment 1: Location Map
- Attachment 2: Site and Context Photos
- Attachment 3: Previous Ordinance Z-7-19 for Conditional Use
- Attachment 4: 2019 Parking Demand Study
- Attachment 5: Letter from PZB Chairman James Szabo
- Attachment 6: Excerpt from Draft Minutes of October 25, 2022 PZB meeting

**Ordinance Z-34-22**

- Exhibit A: Project Narrative and Responses to Standards
- Exhibit B: Floor Plan
- Exhibit C: Parking Lot Expansion Plans
- Exhibit D: Unconditional Agreement and Consent



**Legend**

Zoning and Development

Zoning

- C-3: General Comm
- R-1: Single Family Residential

Print Date: 10/14/2022

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.



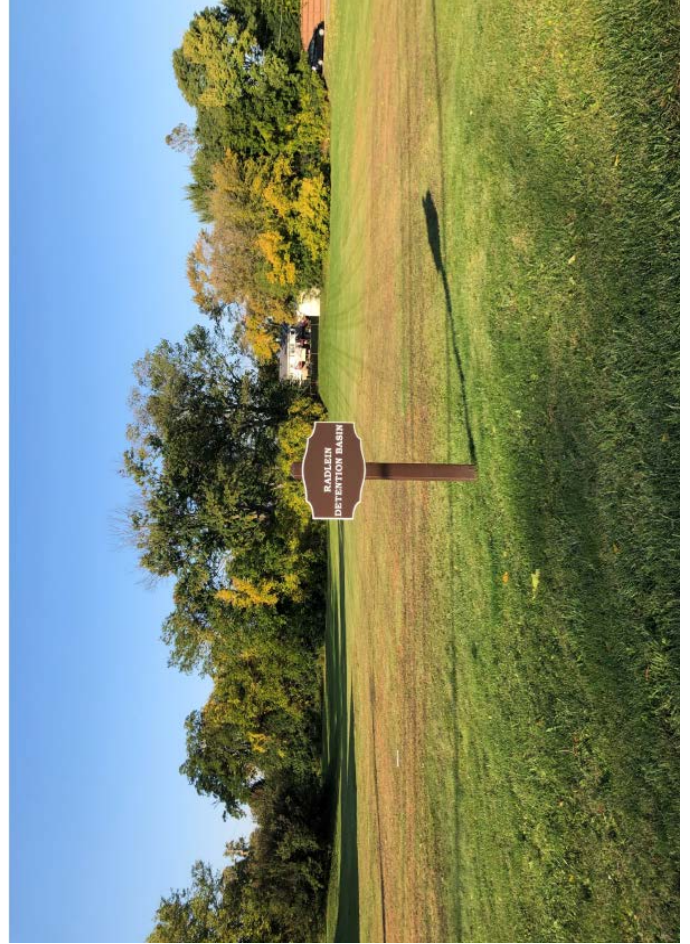


Attachment 2

2064 S. River Rd – Public Notice Sign



Two-story building on property to be occupied by the proposed uses



Detention basin to the north of subject site



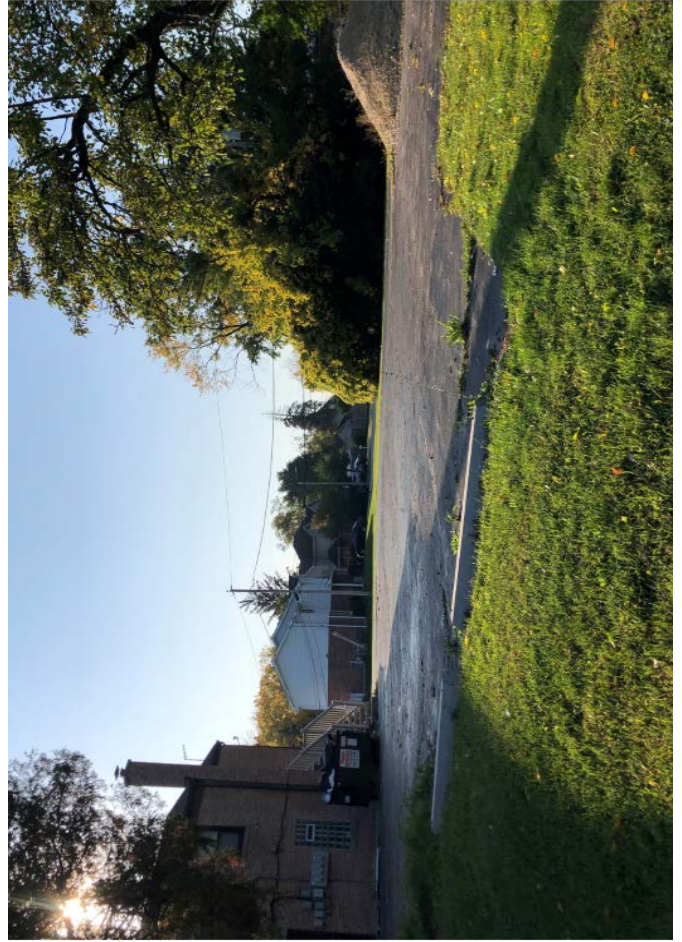
Existing parking lot, facing towards back of building



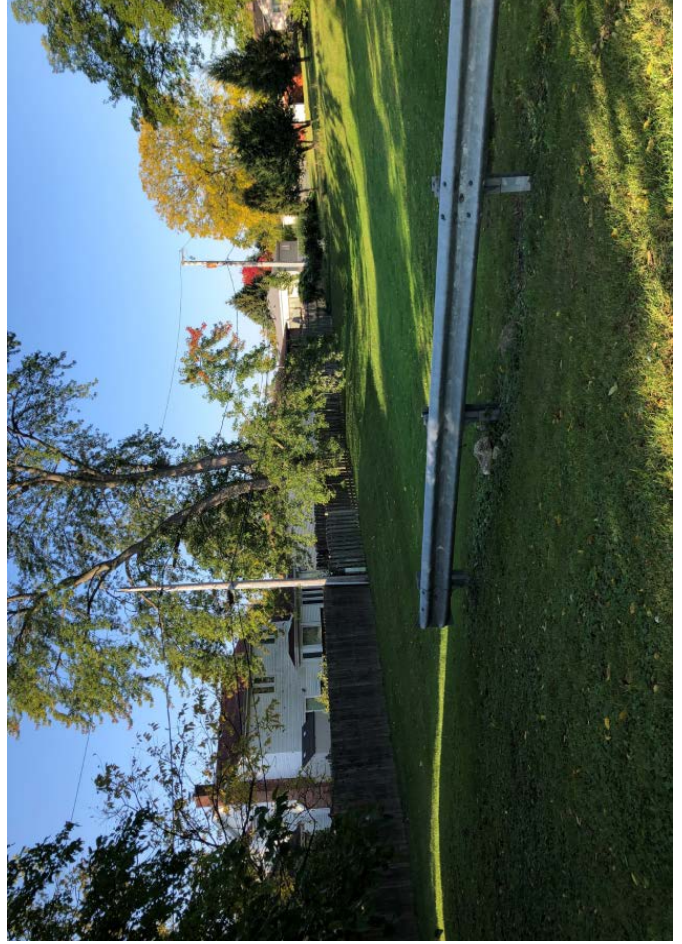
Area to the south of the site, proposed location of parking lot expansion



Area to the south of the site, proposed location of parking lot expansion



View of existing parking lot, photo facing residences to the south



View west of site, facing residences to the west

CITY OF DES PLAINES

ORDINANCE Z - 7 - 19

**AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT TO OPERATE A COMMERCIAL ZONED ASSEMBLY USE IN THE C-3 ZONING DISTRICT AT 2064 S. RIVER ROAD, DES PLAINES, ILLINOIS. (Case # 19-007-CU).**

---

WHEREAS, the Chicago Social Club ("**Petitioner**") is the lessee of the property commonly known as 2064 S. River Road, Des Plaines, Illinois ("**Subject Property**"); and

WHEREAS, the Subject Property is located in the C-3 General Commercial District of the City ("**C-3 District**") and is currently improved with a two-story commercial building ("**Building**"); and

WHEREAS, Petitioner desires to operate Commercial Zoned Assembly Use within the Building on the Subject Property; and

WHEREAS, pursuant to 12-7-3.K of the City of Des Plaines Zoning Ordinance of 1998, as amended ("**Zoning Ordinance**"), the operation of a Commercially Zoned Assembly Use is permitted in the C-3 District only with a conditional use permit; and

WHEREAS, Peter Mathew Kulangara, on behalf of Petitioner, submitted an application to the City of Des Plaines Department of Community and Economic Development ("**Department**") for a conditional use permit to allow the operation of a Commercially Zoned Assembly Use on the Subject Property ("**Conditional Use Permit**") in accordance with Sections 12-7-3.F.3 and 12-7-3.K of the Zoning Ordinance; and

WHEREAS, the Subject Property is owned by Anthony Raimondo ("**Owner**"), who has consented to the Petitioner's application; and

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

WHEREAS, within 90 days from the date of the Petitioner's application a public hearing was held by the PZB on March 26, 2019 pursuant to notice published in the *Des Plaines Journal* on March 6, 2019; and

WHEREAS, notice of the public hearing was mailed to all property owners within 300 feet of the Subject Property; and

WHEREAS, during the public hearing, the PZB heard testimony and received evidence with respect to how the Petitioner intended to satisfy and comply with the applicable provisions of the Zoning Ordinance; and

**WHEREAS**, pursuant to Section 12-3-4 of the Zoning Ordinance, the PZB filed a written report with the City Council on March 27, 2019, summarizing the testimony and evidence received by the PZB and stating the Board's recommendation, by a vote of 5-1, to approve the Petitioner's application for the Conditional Use Permit, subject to certain terms and conditions; and

**WHEREAS**, the Petitioner made certain representations to the PZB with respect to the proposed conditional use, which representations are hereby found by the City Council to be material and upon which the City Council relies in granting this request for the Conditional Use Permit; and

**WHEREAS**, the City Council has considered the written report of the PZB, the applicable standards for conditional use permits set forth in the Zoning Ordinance, and the Community and Economic Development Staff Memorandum dated March 27, 2019, including the attachments and exhibits thereto, and has determined that it is in the best interest of the City and the public to grant the Petitioners' application in accordance with the provisions of this Ordinance;

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

**SECTION 1. RECITALS.** The recitals set forth above are incorporated herein by reference and made a part hereof, the same constituting the factual basis for this Ordinance.

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

**PARCEL 1:** THAT PART OF LOT 4 IN BLOCK 1 IN ARTHUR T. MCINTOSH AND COMPANY'S ADDITION TO RIVERVIEW, BEING A SUBDIVISION OF THE NORTH 9.75 CHAINS OF THE EAST ½ OF THE SOUTHWEST ¼ AND THE NORTH 9.75 CHAINS WEST OF DES PLAINES ROAD OF THE SOUTHEAST ¼ OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS; COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID LOT 4 AND THE WEST LINE OF THE SOUTHEAST ¼ OF SAID SECTION 28; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 4 A DISTANCE OF 85.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 195.25 FEET TO THE WESTERLY LINE OF DES PLAINES AVENUE AS WIDENED; THENCE SOUTH 23 DEGREES 46 MINUTES 30 SECONDS EAST ALONG THE WESTERLY LINE OF SAID DES PLAINES AVENUE A DISTANCE OF 55.96 FEET TO THE NORTHERLY LINE OF ESSER COURT; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID ESSER COURT A

DISTANCE OF 217.81 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 51.21 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF LOT 4 IN BLOCK 1 IN ARTHUR T. MCINTOSH AND COMPANY'S ADDITION TO RIVERVIEW, BEING A SUBDIVISION OF THE NORTH 9.75 CHAINS OF THE EAST ½ OF THE SOUTHWEST ¼ AND THE NORTH 9.75 CHAINS WEST OF DES PLAINES ROAD OF THE SOUTHEAST ¼ OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS; COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID LOT 4 AND THE WEST LINE OF THE SOUTHEAST ¼ OF SAID SECTION 28; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 4 A DISTANCE OF 85.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 252.21 FEET TO THE WESTERLY LINE OF DES PLAINES AVENUE AS WIDENED, THENCE NORTH 23 DEGREES 46 MINUTES 30 SECONDS WEST ALONG THE WESTERLY LINE OF SAID DES PLAINES AVENUE, A DISTANCE OF 47.95 FEET TO THE SOUTHERLY LINE OF ESSER COURT; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID ESSER COURT A DISTANCE OF 232.88 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 43.88 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL 3: ALL OF HERETOFORE DEDICATED ESSER COURT, NOW VACATED PER DOCUMENTS RECORDED AS NUMBERS 98110957 AND 0731303100, IN LOT 4 IN BLOCK 1 IN ARTHUR T. MCINTOSH AND COMPANY'S ADDITION TO RIVERVIEW, BEING A SUBDIVISION OF THE NORTH 9.75 CHAINS OF THE EAST ½ OF THE SOUTHWEST ¼ AND THE NORTH 9.75 CHAINS WEST OF DES PLAINES ROAD OF THE SOUTHEAST ¼ OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PINS:            09-28-302-024            09-28-302-025

Commonly known as 2064 S. River Road, Des Plaines, Illinois.

**SECTION 3. CONDITIONAL USE PERMIT.** Subject to and contingent upon the conditions, restrictions, limitations and provisions set forth in Section 4 of this Ordinance, the City Council grants the Petitioner a Conditional Use Permit to allow the operation of a Commercial Zoned Assembly Use on the Subject Property. The Conditional Use Permit granted by this

Ordinance is consistent with and equivalent to a "special use" as referenced in Section 11-13-25 of the Illinois Municipal Code, 65 ILCS 5/11-13-25.

**SECTION 4. CONDITIONS.** The Conditional Use Permit granted in Section 3 of this Ordinance shall be, and is hereby, expressly subject to and contingent upon the following conditions, restrictions, limitations, and provisions:

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

B. Compliance with Plans. Except for minor changes and site work approved by the City Director of Community and Economic Development or Director of Public Works and Engineering (for matters within their respective permitting authorities) in accordance with all applicable City standards, the development, use, operation, and maintenance of the Subject Property by the Petitioner must comply with the following plans provided by Petitioner:

1. That certain "Project Narrative" prepared by Petitioner, consisting of five sheets, and dated January 30, 2019, attached to and, by this reference, made a part of this Ordinance as **Exhibit A**; and
2. That certain "Plat of Survey" prepared by EZ Surveying, Inc., consisting of one page, and dated February 13, 2019, attached to and, by this reference, made a part of this Ordinance as **Exhibit B**; and
3. That certain "Floor Plan" prepared by Foster Dale Architects, consisting of one sheet, attached to and, by this reference, made a part of this Ordinance as **Exhibit C**.

C. Additional Conditions. The development, use, and maintenance of the Subject Property shall be subject to and contingent upon the following additional conditions:

1. The Subject Property shall only be used as a Commercially Zoned Assembly Use for the following activities:
  - a. Community services;
  - b. Recreational activities and social activities that comply with all applicable codes;
  - c. Charitable events; and
  - d. Office uses directly related to the Chicago Social Club (collectively, “*Activities*”).
2. Any expansion for any other proposed use or Activities shall require the Owner or Applicant to obtain an amendment to the Conditional Use Permit.
3. The Subject Property shall only be used for the Activities during the following times:
  - a. 4 pm to 9 pm daily;
  - b. 8 am to 5 pm for office hours; and
  - c. Any other hours of operation that are approved by the Director of Community and Economic Development.
4. The Petitioner must add a minimum of 15 parking spaces to the Property to accommodate peak parking demand periods within two years of the approval date of this Ordinance.
5. All non-accessory uses (trailers or other stored items) on the Subject Property must be removed within 90 days of the approval date of this Ordinance.
6. The Activities and the Subject Property must comply at all times with the maximum occupancy load prescribed by the Fire Protection Department.
7. All food service preparation for any participant in the Activities must come from a commercial grade kitchen.

**SECTION 5. RECORDATION; BINDING EFFECT.** A copy of this Ordinance must be recorded in the Office of the Cook County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein run with the Subject Property and inure to the benefit of, and are binding upon, the Petitioner and Owner and their respective personal representatives, successors, and assigns, including, without limitation, subsequent purchasers of the Subject Property.

**SECTION 6. NONCOMPLIANCE.**

A. Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with, or resists the enforcement of, any of the provisions of this Ordinance shall be fined not less than \$75.00 or more than \$750.00 for each offense. Each and every day that a violation of this Ordinance is allowed to remain in effect shall constitute a complete and separate offense. In addition, the appropriate authorities of the City may take such other action as they deem proper to enforce the terms and conditions of this Ordinance, including, without limitation, an action in equity to compel compliance with its terms. Any person, firm or corporation violating the terms of this Ordinance shall be subject, in addition to the foregoing penalties, to the payment of court costs and reasonable attorneys' fees.

B. In the event that the Petitioner or Owner fails to develop or maintain the Subject Property in accordance with the plans submitted, the requirements of the Zoning Ordinance, or the conditions set forth in Section 4 of this Ordinance, the Conditional Use Permit granted in Section 3 of this Ordinance may be revoked after notice and hearing before the Zoning Administrator of the City, all in accordance with the procedures set forth in Section 4.7 of the Zoning Ordinance. In the event of revocation, the development and use of the Subject Property will be governed solely by the regulations of the C-3 District. Further, in the event of such revocation of the Conditional Use Permit, the City Manager and City's General Counsel are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances. The Petitioner and Owner acknowledge that public notices and hearings have been held with respect to the adoption of this Ordinance, have considered the possibility of the revocation provided for in this Section, and agree not to challenge any such revocation on the grounds of any procedural



infirmity or any denial of any procedural right, provided that the notice and hearing required by Section 4.7 of the Zoning Ordinance is provided to the Petitioner and the Owner.

**SECTION 7. EFFECTIVE DATE.**

A. This Ordinance shall be in full force and effect only after the occurrence of the following events:

1. its passage and approval by the City Council in the manner provided by law;
2. its publication in pamphlet form in the manner provided by law;
3. the filing with the City Clerk by the Petitioner and the Owner, not less than 60 days after the passage and approval of this Ordinance, of an unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance, and demonstrating the Petitioner's and Owner's consent to its recordation. Said unconditional agreement and consent shall be in substantially the form attached to, and by this reference made a part of, this Ordinance as **Exhibit D**; and
4. at the Petitioner's sole cost and expense, the recordation of this Ordinance together with such exhibits as the City Clerk deems appropriate, with the Office of the Cook County Recorder.

B. In the event that the Petitioner and the Owner do not file with the City Clerk a fully executed copy of the unconditional agreement and consent referenced in Section 7.A.3 of this Ordinance, within 60 days after the date of passage of this Ordinance by the City Council, the City Council shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

**SECTION 8. SEVERABILITY.** If any paragraph, section, clause or provision of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

[SIGNATURE PAGE FOLLOWS]

PASSED this 20<sup>th</sup> day of May, 2019.

APPROVED this 20<sup>th</sup> day of May, 2019.

VOTE: AYES 8 NAYS 0 ABSENT 0

  
MAYOR


ATTEST:

Laura Fast  
DEPUTY CITY CLERK

Published in pamphlet form this  
21<sup>st</sup> day of May, 2019.

Laura Fast  
DEPUTY CITY CLERK

Approved as to form:

  
Peter M. Friedman, General Counsel

I, Peter Mathew Kulangara, being the owner or other party in interest of the property legally described within this Ordinance, having read a copy of the Ordinance, do hereby accept, concur and agree to develop and use the Subject Property in accordance with the terms of this Ordinance.

Dated: 10/20/2020

Peter Mathew  
(Signature)

DP-Ordinance Approving a Conditional Use Permit (CUP) at 2064 S River Rd for Commercially Zoned Assembly Use

CITY OF DES PLAINES

ORDINANCE NO. Z-7-19

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT TO OPERATE A  
COMMERCIAL ZONED ASSEMBLY USE IN THE C-3 ZONING DISTRICT AT  
2064 S RIVER ROAD, DES PLAINES, ILLINOIS (CASE #19-007-CU)

ADOPTED ON MAY 20, 2019  
BY THE CITY COUNCIL  
OF THE  
CITY OF DES PLAINES

Published in pamphlet form by authority of the City Council of the City of Des Plaines,  
Cook County, Illinois, on this 21st day of May, 2019.



# **CHICAGO SOCIAL CLUB**

**9660 Golf Rd  
Des Plaines, IL 60016  
Email: [csc9660@gmail.com](mailto:csc9660@gmail.com)  
[chicagosocialclub.org](http://chicagosocialclub.org)**

## **TABLE OF CONTENTS**

Cover Letter  
Development Application  
Trustee's Deed  
Traffic Study  
Traffic Study Letter of Support  
Plat of Survey  
Land Title Survey  
Building plans

# CHICAGO SOCIAL CLUB

9660 Golf Rd  
Des Plaines, IL 60016  
Email: [csc9660@gmail.com](mailto:csc9660@gmail.com)  
[chicagosocialclub.org](http://chicagosocialclub.org)

Date: 01/30/2019

To City of Des Plaines

I am writing this letter on behalf of CHICAGO SOCIAL CLUB in regard to the conditional occupancy permit for the property located at 2064 River Road Des Plaines, IL 60018.

We have entered into a contract to purchase the building, subject to the approval of the conditional occupancy use permit, based on the foregoing.

Chicago Social Club is an Organization that was established in 2013. Much of the focus of the Social Club is to raise money for worthy causes and recreational and social activities for its members. We raise funds for charity purposes. We have about 40 members locally and 10 members abroad, and all the costs are paid by members itself.

Regarding the intent of this building, we would only conduct meetings on the premises and operate an office that would be open and active daily from 4pm-9pm. We do not expect more than 30 people to be in the building once a month. That expectation would be during our monthly meetings among its members. Our organization also conducts charitable gatherings and the following are few proposed ideas, which would be held at different locations other than this building.

1. 1. Education Seminars for the youth
2. 2. Blood Drive
3. 3. Medical Camps
4. 4. Food Drive

Again, the subject building would only be used for monthly meetings for its members and daily office usage – not for the above-referenced proposed ideas. Further, while the club would have plans to expand the parking lot, subject to permit approval by the City of Des Plaines, at this time, the main source of transportation by Club members would be through carpooling and transportation methods, such as Uber and Lyft.

We truly appreciate you taking the time to review our application and would be happy to provide any additional information you may need.

Sincerely,

Peter Mathew  
President, Chicago Social Club

**PRESIDENT**  
Peter Mathew  
(847) 609-4473  
[kulangara7@aol.com](mailto:kulangara7@aol.com)

**VICE PRESIDENT**  
Jibby Thomas  
(847) 201-2310

**SECRETARY**  
Rony Thomas  
(847) 757-4632

**JOINT SECRETARY**  
Saji Thomas  
(847) 922-3335

**TREASURER**  
Sunny Idiyailil  
(847) 338-6872

To,  
City of Des Plaines  
1402 miner St.  
Des Plaines

Subject: Proposal for traffic study at 2064 S River Rd., Des Plaines

To whom it may concern,

We are writing this letter on behalf of CHICAGO SOCIAL CLUB (CSC) in regards to the proposed subject property located at 2064 S River Rd., Des Plaines, IL. As per the city requirements, we have conducted a traffic study for the proposed location and the report is attached with this letter. The traffic study was conducted on January 4<sup>th</sup>, 2019 at the current location of CSC. The report indicated that we require 22 parking spaces in the lot based on the study. At the proposed location there is only 15 parking space currently available. However, the proposed location have an option to increase the parking spaces in the near future. CSC conduct a general body meeting once in every month, and the maximum members attend the meeting will be around 25 to 30 members approximately. During this monthly meeting, if we require additional parking more than 15, we will be using the property located at 1800 E. Oakton St., Des Plaines, IL which is two blocks away from the proposed property and will be carpooling for the meeting. Therefore please consider this letter as a request to the city council for the approval of subject property for the CHICAGO SOCIAL CLUB. Please let us know if you have any questions or concerns regarding this letter.

Sincerely



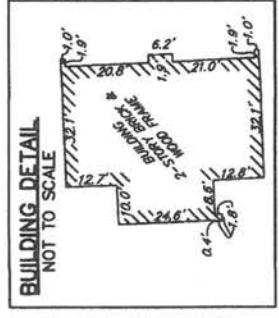
Peter Mathew Kulangara

{President CHICAGO SOCIAL CLUB}

847-951-4476

# PLAT OF SURVEY

**PARCEL DETAILS**  
 ADDRESS: 2054 & 2064 S. RIVER RD.,  
 DES PLAINES, IL 60018  
 PIN NO.: 09-28-302-024-0000 &  
 09-28-302-025-0000



**SURVEYOR'S NOTES**

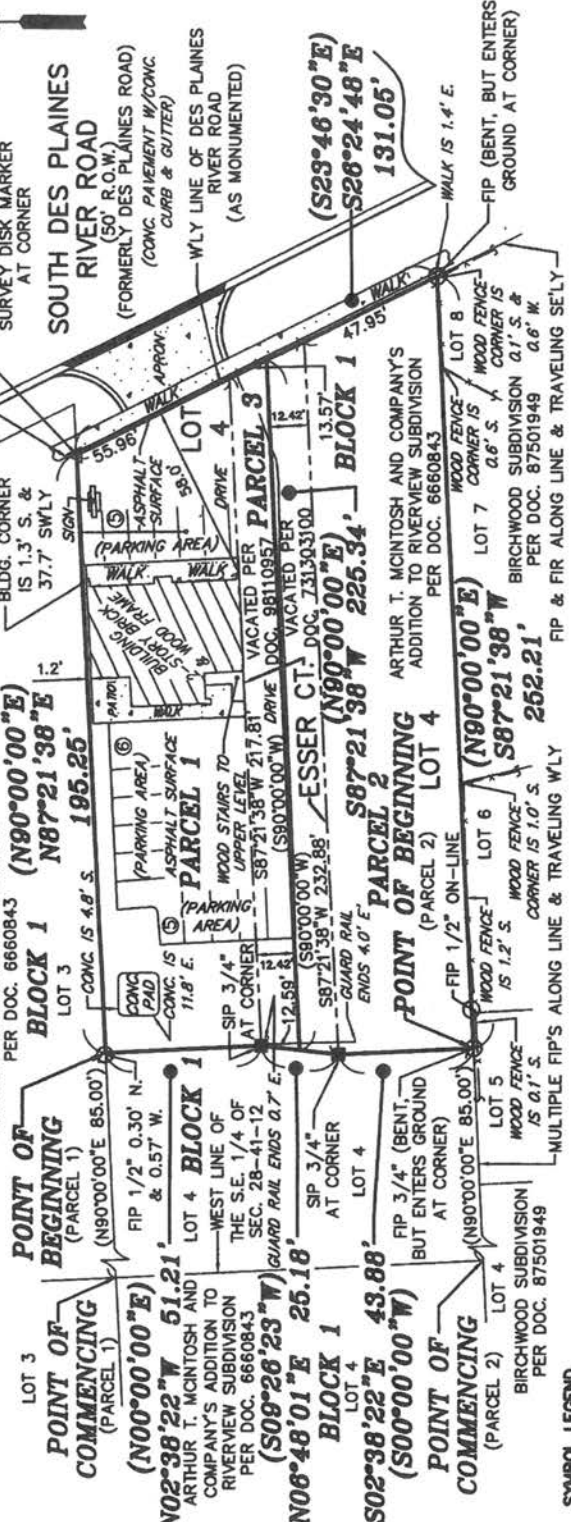
- FIELD WORK COMPLETED ON 02/11/2019.
- PLEASE NOTE THE SURVEY WAS DONE WITH ANGLE SHOW ON THE GROUND (APPROX. 87). ALL PLANNIMETRICS AND DRAWING DATA IS REPRESENTED TO THE BEST OF THE SURVEYOR'S ABILITY FOR EXISTING CONDITIONS. ITEMS MAY POSSIBLY BE MISSING OR MISREPRESENTED DUE TO SHOW COVER.
- BEARINGS ARE ASSUMED. THE BEARINGS ARE BASED UPON THE SOUTHERLY LINE OF DESIGNATED PARCEL 2 BEING SOUTH 87 DEGREES 21 MINUTES 38 SECONDS WEST.
- NO ANGLES OR DISTANCES ARE TO BE ASSUMED BY SCALING.
- MEASUREMENTS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF. A FINAL TITLE COMMITMENT WAS NOT FURNISHED TO EZ SURVEYING, INC. FOR USE IN THE PREPARATION OF THIS PLAT. THEREFORE, ADDITIONAL EASEMENTS AND/OR SERVITUDES MAY AFFECT THE SUBJECT LOT. THE EASEMENTS SHOWN HEREIN ARE PROVIDED FROM THE USE OF THE RECORDED SUBDIVISION PLAT. FOR BUILDING LINES AND EASEMENTS CONFORMANCE WITH THE ILLINOIS SURVEYING ACT, THE SURVEYOR HAS OBTAINED CONSENT RESTRICTIONS OR OTHER ENCUMBRANCES UPON SUBJECT PROPERTY. REFER TO VILLAGE, CITY, OR COUNTY CODES FOR FRONT, SIDE, AND/OR REAR BUILDINGS SETBACK RESTRICTIONS. NO SEARCH OF THE RECORDS FOR EASEMENTS OR ENCUMBRANCES WAS MADE AS PART OF THIS SURVEY.
- THIS PLAT IS NOT VALID WITHOUT THE SURVEYOR'S ORIGINAL SIGNATURE AND SEAL.
- COMPARE THE DESCRIPTION ON THIS PLAT WITH THE ORIGINAL DESCRIPTION OF THE LOT. ALSO COMPARE ALL POINTS BEFORE BUILDING AND REPORT ANY DIFFERENCES TO THE SURVEYOR IMMEDIATELY.

**SURVEYOR'S CERTIFICATE**

STATE OF ILLINOIS ) SS.  
 COUNTY OF WINNEBAGO )  
 I, ERIC ZINGRE, JR., AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THE ABOVE DESCRIBED PROPERTY HAS BEEN SURVEYED UNDER MY DIRECTION AND THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.  
 DATED THIS 11TH DAY OF FEBRUARY, A.D., 2019.



- LINE LEGEND**
- PROPERTY LINE
  - ADJACENT PROPERTY LINE OR RIGHT-OF-WAY LINE
  - FENCE LINE
  - VACATED ROADWAY



**SYMBOL LEGEND**

- SET IRON PIPE
- FOUND IRON PIPE
- FOUND IRON ROD
- RECORD CALL
- SET IRON PIPE
- FOUND IRON PIPE
- DEPRESSED CURB
- FOUND ALUMINUM DISK
- CONC.
- CONCRETE
- BUILDING
- NUMBER OF PARKING STALLS

**LEGAL DESCRIPTION**

**PARCEL 1:** THAT PART OF LOT 4 IN BLOCK 1 IN ARTHUR T. MCINTOSH AND COMPANY'S ADDITION TO RIVERVIEW BEING A SUBDIVISION OF THE NORTH 9.75 CHAINS OF THE EAST 1/2 OF THE SOUTHWEST 1/4 AND THE NORTH 9.75 CHAINS WEST OF DES PLAINES ROAD OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID LOT 4 AND THE WEST LINE OF SOUTHEAST 1/4 OF SAID SECTION 28; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 4 A DISTANCE OF 85.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 48 DEGREES 48 MINUTES 30 SECONDS WEST ALONG THE WESTERLY LINE OF DES PLAINES AVENUE AS WIDENED; THENCE SOUTH 23 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE WESTERLY LINE OF SAID DES PLAINES AVENUE A DISTANCE OF 56.98 FEET TO THE NORTHERLY LINE OF ESSER COURT; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID ESSER COURT A DISTANCE OF 217.81 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 51.21 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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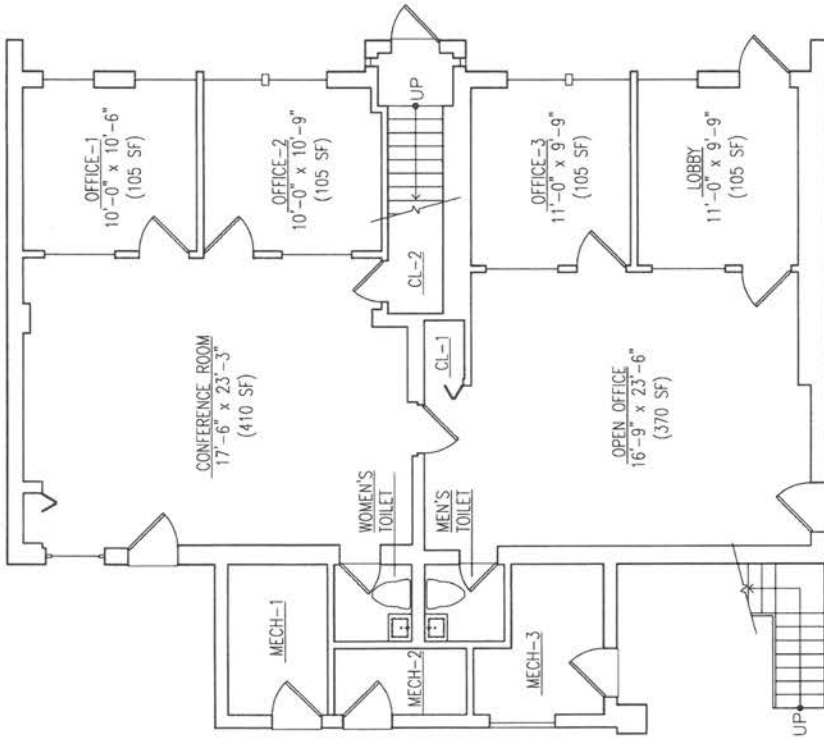
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**PARKING SUMMARY**  
 STANDARD PARKING STALLS IS 16 STALLS AND NO VISIBLE DESIGNATED HANDICAP PARKING STALLS

**AREA SUMMARY**  
 COMBINED MEASURED PARCEL (1, 2, & 3) AREA IS 26,817 SQ. FT. = 0.616 ACRES MORE OR LESS  
**PREPARED FOR**  
 SAMUEL BELL  
 7749 N. MILWAUKEE AVE.,  
 NILES, IL 60714

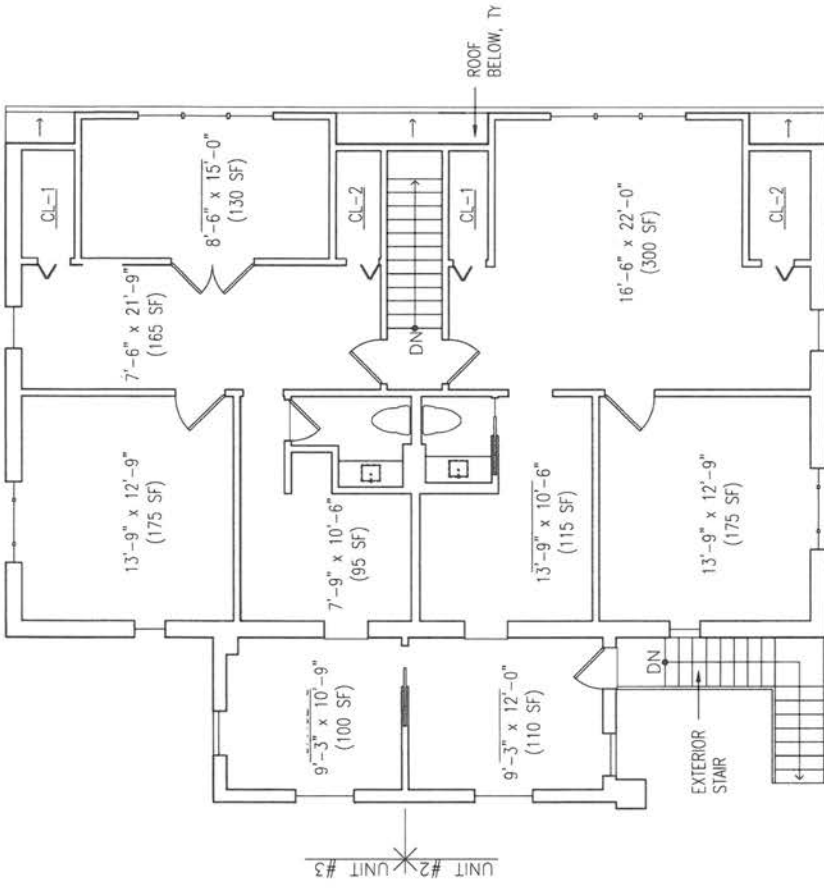
DRAWN BY		DATE	
BZ	2/19/19	BZ SURVEYING, INC.	ROCKFORD, IL 61072
PROJECT NO.		(815) 619-7319	
2019014		EMAIL: BZ@BZSURVEYING.COM	
SCALE		SHEET	
1" = 40'		1 OF 1	





**First Floor Plan (Unit #1)**

SCALE: 1/8" = 1'-0"



**Second Floor Plan (Unit #2 & #3)**

SCALE: 1/8" = 1'-0"

NOTE:  
ROOM DIMENSIONS ARE ROUNDED UP TO  
THE NEAREST 3 INCHES AND AREAS ARE  
ROUNDED UP TO THE NEAREST 5 SF.

3717 North Ravenswood Suite 111  
Chicago, Illinois 60613  
773.327.1000 tel  
773.327.1008 fax

Preliminary - Not for Construction

2064 S. River Road  
Des Plaines, IL



**FOSTER DALE**  
ARCHITECTS

**EXHIBIT D**

**UNCONDITIONAL AGREEMENT AND CONSENT**

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

**WHEREAS**, the Chicago Social Club ("*Petitioner*") is the record owner of that certain property commonly known as 2064 S. River Road, Des Plaines, Illinois ("*Subject Property*") and has applied to the City of Des Plaines for a conditional use permit to allow for the operation of a Commercially Zoned Assembly Use ("*Conditional Use Permit*") on the Subject Property pursuant to Section 12-7-3.F.3 and 12-7-3.K of the City of Des Plaines Zoning Ordinance of 1998, as amended ("*Zoning Ordinance*"); and

**WHEREAS**, Ordinance No. Z-7-19 adopted by the City Council of the City of Des Plaines on May 20, 2019 ("*Ordinance*"), grants approval of the Conditional Use Permit, subject to certain conditions; and

**WHEREAS**, the Petitioner desires to evidence to the City its unconditional agreement and consent to accept and abide by each of the terms, conditions, and limitations set forth in said Ordinance, and its consent to recording the Ordinance and this Unconditional Agreement and Consent against the Subject Property;

**NOW, THEREFORE**, the Petitioner does hereby agree and covenant as follows:

1. Petitioner hereby unconditionally agrees to accept, consent to and abide by all of the terms, conditions, restrictions, and provisions of that certain Ordinance No. Z-7-19, adopted by the City Council on May 20, 2019.
2. Petitioner acknowledges and agrees that the City is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the City's review and approval of any plans for the Subject Property, or the issuance of any permits for the use and development of the Subject Property, and that the City's review and approval of any such plans and issuance of any such permits does not, and shall not, in any way, be deemed to insure Petitioner against damage or injury of any kind and at any time.
3. Petitioner acknowledges that the public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agree not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the procedures required by Section 12-4-7 of the City's Zoning Ordinance are followed.
4. Petitioner agrees to and does hereby hold harmless and indemnify the City, the City's corporate authorities, and all City elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may,

at any time, be asserted against any of such parties in connection with (a) the City's review and approval of any plans and issuance of any permits, (b) the procedures followed in connection with the adoption of the Ordinance, (c) the development, construction, maintenance, and use of the Subject Property, and (d) the performance by Petitioner of its obligations under this Unconditional Agreement and Consent.

5. Petitioner hereby agrees to pay all expenses incurred by the City in defending itself with regard to any and all of the claims mentioned in this Unconditional Agreement and Consent. These expenses shall include all out-of-pocket expenses, such as attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employees of the City.

**SUBSCRIBED and SWORN to**  
before me this 25<sup>th</sup> day of  
November, 2020.

**CHICAGO SOCIAL CLUB**

Laura K Fast  
Notary Public



\_\_\_\_\_  
Libby Thomas, Vice President



MEMORANDUM TO: Peter Mathew Kulangara  
Chicago Social Club

FROM: Michael A. Werthmann, PE, PTOE

DATE: January 24, 2019

SUBJECT: Parking Evaluation  
Chicago Social Club Offices  
Des Plaines, Illinois

This memorandum summarizes the results of a parking evaluation conducted by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) for a Chicago Social Club office to be located in Des Plaines, Illinois. As proposed, the Chicago Social Club office will occupy the existing one-story commercial building located on the west side of River Road just south of Howard Avenue at 2064 River Road. The existing commercial building currently has a total of 15 parking spaces. According to Chicago Social Club officials, several employees will work at the office on weekdays. In addition, social club evening meetings will be held at the office one to two times a month with an attendance of approximately 30 members. The purpose of this evaluation was to estimate the peak parking demand during the social club's evening meetings and to determine if sufficient parking is available to accommodate the peak parking demand.

The parking demand during evening meetings was estimated based on parking surveys performed at the existing Chicago Social Club office located at 9660 Golf Road in Des Plaines, Illinois, which is located above the existing Mobil gas station. The parking surveys were conducted every half hour from 7:00 P.M. to 9:30 P.M. on Friday, January 4, 2019. According to Chicago Social Club officials, a total of 32 members attended the Friday meeting. **Table 1** shows the results of the parking surveys.

Table 1  
 CHICAGO SOCIAL CLUB PARKING SURVEYS  
 FRIDAY, JANUARY 4, 2019

Time	Parked Vehicles
7:00 P.M.	10
7:30 P.M.	14
8:00 P.M.	18
8:30 P.M.	22
9:00 P.M.	20
9:30 P.M.	15

According to social club officials, a total of 32 members attended the Friday meeting.

The results of the parking surveys show that the evening meeting had a peak parking demand of approximately 22 vehicles. Assuming an attendance of 30 members, the evening meetings are projected to have a peak parking demand exceeding 20 vehicles. As such, the 15 parking spaces currently provided at the commercial building will not be adequate to accommodate the peak parking during the evening meetings. The following summarizes potential measures and/or improvements that could be implemented to either reduce the parking demand and/or increase the parking supply:

- Reduce the parking demand by lowering the attendance at the evening meetings, have more members carpool, and/or have more members use ride hailing services.
- Increase the parking supply by expanding the parking lot serving the existing commercial building.
- Increase the parking supply by securing additional parking at off-site locations and shuttle members to and from the evening meetings.



October 26, 2022

Mayor Goczkowski and Des Plaines City Council, CITY OF DES PLAINES

**Subject:** Planning and Zoning Board, Conditional Use Permit, Case # 22-044-CU

**RE:** Consideration of Conditional Use Permit for Commercially Zoned Assembly Use at 2064 S. River Rd.

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board (PZB) met on October 25, 2022 to consider a conditional use permit for a commercially zoned assembly use at 2064 S. River Rd.

1. The petitioner explained their request and the background on the Social Club of Chicago. The second story of 2064 S. River Rd. is proposed to be used between 6pm and 9pm once a month for club meetings. Other activities associated with the club occur off-site. The new request is to allow for a tenant, Level Motors specifically, to operate on the first floor as an office space. The number of parking spaces on site is intended to be expanded from 15 to 30 spaces. The project has been delayed due to the pandemic, but the permits are currently being reviewed to expand the parking. Staff presented specific information on the request, including discussion of the background on the previous ordinance, the proposed new uses, parking demand, and provided proposed conditions for approval of the CUP.
2. The PZB asked the staff who would monitor for the ninth condition about preventing the site from operating as a typical car sales business. Staff stated the Code Enforcement Department would be responsible for responding to violations and stated the neighbors are likely to be closely monitoring this site to ensure compliance with conditions. The PZB asked the petitioner if the hours of operation would be sufficient (6pm to 9pm); the petitioner stated that the meetings typically conclude by 9pm but may extend to 10pm occasionally. The PZB asked about tax revenue for the online car business; staff stated that it would be a typical business, but is unsure about revenue generated from this specific type of use. The PZB asked about the progress on the parking lot expansion; the petitioner stated their civil engineer is working to submit revisions by the end of the week for the MWRD permit, which is the final item. A PZB member received a text from a neighbor discussing previous semi-truck parking, rocks on the property, and a stop work order from the city. Petitioner provides clarification on the former trucking business and the rocks on the property; the trucking business tenant is no longer in this location and the rocks will be removed with the parking lot expansion. PZB revised conditions to allow for the use of the site from 9pm to 10pm Friday through Sunday and changed the final condition to remove mention of "Level Motors" to state "any auto-sales-related entity."
3. No members of the public spoke on this request.
4. The Planning and Zoning Board *recommended* (5-0) that the City Council *approve* of the conditional use permit, with the revised conditions.

Respectfully submitted,

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

James Szabo  
Des Plaines Planning and Zoning Board, Chairman  
Cc: City Officials/Aldermen

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Case 22-044-CU	2064 S. River Road	Conditional Use
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**1. Address:** 2064 S. River Road **Case Number:** 22-0044-CU

The petitioner is requesting a conditional use permit to operate a Commercially Zoned Assembly Use to be located in the C-3, General Commercial, zoning district.

**PIN:** 09-28-302-024-0000 & 09-28-302-025-0000

**Petitioner:** Binu Simon, Social Club of Chicago, 2064 S. River Rd., Des Plaines, IL, 60018

**Owner:** Social Club of Chicago, 2064 S. River Rd., Des Plaines, IL 60018

**Case Number:** #22-044-CUP

**Ward Number:** #6, Alderman Malcolm Chester

**Existing Zoning:** C-3, General Commercial

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

**Surrounding Land Uses:**  
 North: Open Space (detention basin)  
 South: Single Family Residences  
 East: Forest Preserve  
 West: Single Family Residences

**Street Classification:** River Road is classified as an arterial street.

**Comprehensive Plan :** Commercial is the recommended use of the property

**Property/Zoning History:** The subject property was constructed in 1955 according to the Cook County Assessor’s Office and has operated as a commercial space throughout the known history of the building. The property is technically three parcels; a portion of the property, previously Esser Court, was vacated in 2004 and consolidated with PIN 09-28-302-025-0000 (Refer to Plat of Survey). This site is located within the hundred-year floodplain, requiring adherence to Federal Emergency Management Agency (FEMA) regulations for any construction in this location.



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The site is zoned C-3, allowing for a variety of permitted business uses. In 2019, a conditional use permit was approved (Ord. Z-7-19) to allow for a commercially zoned assembly use, specifically the Social Club of Chicago. Included in this approval were several conditions, including the requirement to expand the parking lot within two years to include fifteen (15) additional parking spaces (for a proposed total of 30 spaces) and a restriction limiting the uses in the building to specific activities related to the Social Club of Chicago.

**Project Description:**

The petitioner and property owner, Binu Simon of the Social Club of Chicago, is proposing a conditional use to allow a commercially zoned assembly use at 2064 South River Road. The property is one zoning lot but consists of three parcels and contains a two-story, 2,355-square foot building and a surface parking lot with 15 off-street parking spaces.

The previously approved conditional use permit allowed for the use of the entire building/property for an assembly use—and, in fact, necessitated that “Any expansion for any other proposed use or Activities shall require the Owner or Applicant to obtain an amendment to the Conditional Use Permit.” The petitioner has stated rental of space on the first floor is necessary to financially support the Social Club of Chicago organization. The intent of this new proposed conditional use permit is to clarify what uses are permitted at this property and expand the allowable uses to include office space on the first floor. Note the site is currently unable to operate as the previously approved conditional use because the parking lot was not expanded in the time frame specified in the conditions of approval.

***Proposed Uses***

The proposed floor plan of the building includes meeting areas and offices for the assembly use on the second floor and a proposed area for two tenants unassociated with the Social Club of Chicago on the first floor. (Refer to attached floor plan). The club activities are unchanged from the previous Conditional Use Permit, including monthly meetings to go over upcoming charitable events; to discuss

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official club business; and to play cards, board games, and other recreational games.

A prospective tenant for half of the first floor is Level Motors. The company describes itself as an online motor vehicle sales company that sells used cars directly from owners to dealerships; however, this property will not be directly

used to sell or display vehicles but will be used as an office space. Most vehicles are picked up directly from the seller and taken to a dealership; however, some vehicles will be dropped off and taken to the dealership by an employee within 24 hours. According to the petitioner, no tow trucks or car carrier trailers will be used to transport vehicles in and out of this location. Due to the lack of motor vehicle display/sales on site, this use is classified as an office use and on its own would not require a conditional use permit, pursuant to Section 12-7-3. However, to co-occupy the property with a commercially zoned assembly, conditional use approval is required.

The petitioner and the proposed tenant do not have any plans to alter the interior or exterior of the building. The table below provides hours and proposed uses for the building. A second tenant for the first floor would be determined at a later date, and whether the use is possible – permitted use, conditional use, or not allowed at all – in the C-3 zoning district would be determined at that time. All uses would have their own off-street parking requirements, and the parking lot on site would need to suffice for the sum of all the required numbers, unless a variation were approved.

<b>Social Club of Chicago</b>	
Assembly Use	<p>Proposed Hours of Operation:</p> <ul style="list-style-type: none"> <li>- Meetings: 6 p.m. to 9 p.m. once a month</li> <li>- Office Use: 6 p.m. to 9 p.m. occasional weekdays and weekends</li> </ul> <p>Types of Activities: Club meetings and office use</p> <p>Maximum number of people:</p> <ul style="list-style-type: none"> <li>- Assembly use: 15-20 people* (participants are able to attend meetings either virtually or in person)</li> </ul>

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	<p>- Office use: 2-3 members</p> <p>Parking: Parking demand anticipated to be a maximum of 20 spaces for club attendees.</p>
<p>*Note: Previous CUP stated 30 people were anticipated to attend events; however, the petitioner states membership has been reduced due to the pandemic and no more than 20 attendees are anticipated. The virtual meeting option is also a new addition.</p>	
<p><b>Level Motors (Proposed Tenant in ½ of First Floor)</b></p>	
Office Use	<p>Proposed Hours of Operation: 8 a.m. - 5 pm M-F, 9 a.m. - 2 p.m. Saturday</p> <p>Types of Activities: Office use</p> <p>Employees: 5, varying days in the office/work from home.</p> <p>Parking: Parking demand will be 3-4 spaces for employees, meeting the zoning requirements for office spaces of this size. Occasional parking of vehicles (less than 24 hours) on site, awaiting pickup and delivery to other locations.</p>
<p><b>Vacant Office Area (1/2 of First Floor)</b></p>	
Office use or other uses allowed by C-3 Zoning	<p>Proposed Hours of Operation: To be determined (TBD)</p> <p>Types of Activities: TBD, likely office use</p> <p>Employees: TBD</p> <p>Parking: Parking demand will meet zoning code requirements, to be confirmed by the property owner and the Community and Economic Development department prior to approval of business license.</p>

***Off-Street Parking***

Pursuant to Section 12-9-7, commercially zoned assembly uses for membership organizations are required to provide one space for every 200 square feet of gross activity area. The proposed office use for Level Motors would require one space for every 250 square feet gross floor area. The definition of “floor area” in Section 12-13-3 allows certain spaces such as restrooms, mechanical rooms,

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hallways, and up to 10 percent of storage areas to be excluded. The table below reflects the floor area of the building.

Use	Floor Area	Required parking
Assembly uses community centers, banquet halls and membership organizations	1,365 square feet	6.85 spaces*
Office	1,095 square feet	4.38 spaces*
	<b>Total</b>	<b>12 spaces</b>
*Spaces rounded up to next whole number		

A total of 12 spaces are for this use with one (1) accessible space, per code requirements. During the previous conditional use process in 2019, 30 spaces were required to meet the anticipated parking demand. The justification for this additional parking was based off a parking study completed for the previous location of the Social Club of Chicago at 9660 Golf Road (Refer to Parking Study). The study indicated the club generated greater demand than code requirements, with up to twenty-two spaces occupied by club attendees.

However, since the COVID-19 pandemic, the petitioner states in the project narrative that in-person membership has been drastically reduced, with 15-20 members attending in person and other members attending virtually. However, the PZB and City Council may wish to ask the petitioner to clarify if there is virtual participation for *all* activities or if business meetings are different than truly social functions in the format of participation. Hours of operation are not anticipated to overlap for the assembly use and the office uses. Level Motors intends to operate M-F from 8 a.m. to 5 p.m. and Saturday 9 a.m. to 2 p.m. The Social Club of Chicago will meet monthly from 5 p.m. to 9 p.m. and any other activities occur after business hours for the office spaces. With the anticipated five (5) employees during business hours for Level Motors and the maximum anticipated attendance of 20 people for the Social Club of Chicago, parking demand should be satisfied with this location, provided the parking lot is expanded.

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The parking lot is proposed to be expanded and includes 30 total spaces, including two accessible spaces (Refer to Parking Lot Expansion Plans). A condition of approval for the previous conditional use was to expand the parking lot to provide fifteen (15) additional spaces within two years of the approval of Ord. Z-7-19, which set a deadline of May 20, 2021. The petitioner did not expand the parking lot by this deadline. However, they have submitted a building permit for construction of the parking lot. Due to the location of the property in the floodplain, additional engineering requirements and approvals have been necessary to meet local and federal regulations. Final issuance of city building permits for the parking area is dependent on the approval of plans by the Metropolitan Water Reclamation District; the petitioner is currently awaiting this approval.

The parking lot will be required to meet specific standards since this property abuts a residential zoning district. Any lighting included with the parking lot may not exceed 0.1 foot-candles, pursuant to Section 12-12-10 and lighting fixtures are required to be shaded to avoid casting direct light to any abutting residential districts pursuant to Section 12-7-3.F.5.b. Landscaping is to be provided along and within the new parking lot perimeter to meet Section 12-10-8.

**PZB Procedure and Recommended Conditions:** Pursuant to Sections 12-3-4(E) and 12-3-7(E) of the Zoning Ordinance, the PZB may vote to *recommend* approval, approval with modifications, or disapproval of the conditional use. The City Council has final authority over both requests. However, should the PZB recommend approval of the conditional use, staff suggest the following conditions for the conditional use request.

Conditions from the previously approved Ordinance Z-7-19 are included in the conditions below, with modifications, as well as several conditions added related to the proposed Level Motors use. Additions are **bold, double underline**. Deletions are ~~struck through~~.

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**Conditions of Approval:**

1. The **second story of the Subject Property** shall only be used as a Commercially Zoned Assembly Use for the following activities:
  - a. Community services.
  - b. Recreational activities and social activities that comply with all applicable codes.
  - c. Charitable events; and
  - d. Office uses directly related to the Chicago Social Club (collectively, “Activities”).
2. **The first story of the Subject Property shall only be used for uses approved for C-3 Zoning Districts and any new uses must not exceed the collective parking requirement of all uses.**
3. Any expansion for any other proposed use or Activities shall require the Owner or Applicant to obtain an amendment to the Conditional Use Permit.
4. The Subject Property shall only be used for the Activities during the following times:
  - a. 6 pm to 9 pm **for assembly uses;**
  - b. 8 am to 5 pm for hours of the office use; and
  - c. Any other hours of operation that are approved by the Director of Community and Economic Development.
5. The Petitioner must add a minimum of 15 parking spaces to the Property to accommodate peak parking demand periods **before a certificate of occupancy or business registration would be issued for either the social club or office use.**
6. All non-accessory uses (trailers or other stored items) on the Subject Property must be removed within 90 days of the approval date of this Ordinance.
7. The Activities and the Subject Property must comply at all times with the maximum occupancy load prescribed by the Fire Protection Department.
8. All food service preparation for any participant in the Activities must come from a commercial grade kitchen.
9. **No motor vehicles in the process of being sold may be located on the subject site in excess of twenty-four hours. No towing vehicles or car carriers may be parked on site or used to complete regular business practices of Level Motors.**

**Attachments:**

- Attachment 1: Location Map
- Attachment 2: Site and Context Photos
- Attachment 3: Project Narrative and Responses to Standards
- Attachment 4: Previous Ordinance Z-7-19 for Conditional Use
- Attachment 5: Parking Demand Study
- Attachment 6: Plat of Survey/Site Plan
- Attachment 7: Floor Plan
- Attachment 8: Parking Lot Expansion Plans

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Chair Szabo swore in Binu Simon and C. Simon, petitioners, and Jimmy Vachachira Attorney for 2064 S River Road. Mr. Vachachira explained that the Chicago Social Club is a non-profit organization which raises money off-site through Blood and Food Drives along with other fundraising. The club would like to use the second floor for meetings once a month from about 6-9 pm. The meeting would be attended by around 15 -20 people and there is a virtual option as well. The first floor would be rented to a business focused on online motor vehicle sales. There will be not vehicles on the property for sale associated with this business. There are currently 15 parking spaces which will be increased to 30. They hired a civil engineer and have been working with the City of Des Plaines on their parking lot permit; revisions to MWRD were submitted recently.

Samantha Redman, Associate Planner, reviewed the staff report. Ms. Redman explained that in 2019, a conditional use for a commercially zoned assembly use, the Chicago Social Club, at 2064 S. River Road was recommended for approval by the PZB and City Council approved under ordinance Z-7-19. The current case is to amend this conditional use. In the previous conditions, the parking lot needed to be expanded and striped which has not occurred yet. Staff recommends adding several conditions, including all of the conditions from the previous ordinance with a few additions. The petitioner will still need to expand the parking lot by 15 spaces to provide a minimum of 30 spaces. The assembly use is proposed for the second floor with proposed hours of operation of 6-9 pm. Also, the office space on the first floor will be a company which uses an online portal for car sales, with condition #9 added to prevent the site from becoming a typical car sales company. There will not be cars for sale onsite, and no car carriers will be onsite. Staff recommends the nine conditions of approval.

Chair Szabo asked staff – who would monitor to make sure the conditions are met for the 9<sup>th</sup> condition, so it doesn't become a parking lot. Would it be the Police Department or Community Development? Samantha Redman said the City Code Enforcement Department would do the monitoring and the neighbors have also been closely monitoring this site. Member Hofherr asked about the estimated tax revenue of the online vehicle sales; staff stated this would be taxed like a typical business but did not have additional information.

Chair Szabo asked the petitioner if they are ok with the fourth condition-hours of operation for the once-a-month meeting. The petitioner said their intention is to be finished with the meetings by 9 pm but it would be better to have it increase to 10 pm.

Member Fowler read a text she was sent from another member, originally from a neighbor. She asked the petitioner about trucks parked in the lot, starting at early hours and rocks in the parking lot.

The petitioner stated that they had a tenant that has since left that put stickers on trucks. Trucks would come into the parking lot to get stickers and then leave. However, the tenant is no longer operating in this building. The rocks were brought in because they were going to start on the parking lot, but COVID and permitting slowed that down.

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Chair Szabo state the motion should include changing the hours of operations for the assembly use to 6-10 pm on weekends including Friday and Member Saletnik included in the motion to remove “Level Motors” from condition #9 and say “any auto-sales-related entity”.

**A motion was made by Board Member Saletnik, seconded by Board Member Catalano to recommend approval of a conditional use permit to operate a Commercially Zoned Assembly Use to be located in the C-3, General Commercial, zoning district with modifications in condition #4 A. to increase the time to 6-10 pm on weekends including Friday. Also condition #9 should be changed to any “auto-sales-related entity” instead of “Level Motors.”**

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

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

DRAFT



**CITY OF DES PLAINES**

**ORDINANCE Z - 34 - 22**

**AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT TO OPERATE A COMMERCIAL ZONED ASSEMBLY USE AT 2064 S. RIVER ROAD, DES PLAINES, ILLINOIS. (Case # 22-044-CU).**

**WHEREAS**, the Chicago Social Club ("**Petitioner**") is the owner of the property commonly known as 2064 S. River Road, Des Plaines, Illinois ("**Subject Property**"); and

**WHEREAS**, the Subject Property is located in the C-3 General Commercial District of the City ("**C-3 District**") and is currently improved with a two-story commercial building ("**Building**"); and

**WHEREAS**, Petitioner desires to operate a Commercial Zoned Assembly Use on the second floor of the Building on the Subject Property; 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 12-7-3.K of the Zoning Ordinance, the operation of a Commercially Zoned Assembly Use is permitted in the C-3 District only with a conditional use permit approved by the City Council; and

**WHEREAS**, on May 20, 2019, the City Council adopted Ordinance Z-7-19, which approved a conditional use permit to allow the operation of a Commercially Zoned Assembly Use within the Building, subject to seven conditions, including, without limitation, (i) a requirement that any additional use beyond the commercially zoned assembly requires an amendment to the conditional use permit; and (ii) the expansion of the existing 15-space parking area to include an additional 15 parking spaces by May 20, 2021; and

**WHEREAS**, Petitioner proposes to lease the first floor commercial spaces in the Building to two commercial tenants, including an auto-sales business; and

**WHEREAS**, the required parking lot expansion has not been completed; and

**WHEREAS**, in order to operate the Proposed Use on the Subject Property, and pursuant to Section 12-3-4 of the Zoning Ordinance, Binu Simon, on behalf and with the consent of the Petitioner, filed an application with the City for the approval of a new conditional use permit ("**Proposed Conditional Use Permit**") for the operation of the Proposed Use on the Subject Property ("**Requested Relief**"); and

**WHEREAS**, within 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 from the date of the Petitioner's application a public hearing was held by the PZB on October 25, 2022 pursuant to notice published in the *Des Plaines Journal* on October 5, 2022; and

**WHEREAS**, notice of the public hearing was mailed to all property owners within 500 feet of the Subject Property; and

**WHEREAS**, during the public hearing, the PZB heard testimony and received evidence with respect to how the Petitioner intended to satisfy and comply with the applicable provisions of the Zoning Ordinance; and

**WHEREAS**, pursuant to Section 12-3-4 of the Zoning Ordinance, the PZB filed a written report with the City Council on October 26, 2022, summarizing the testimony and evidence received by the PZB and stating the Board's recommendation, by a vote of 5-0, to approve the Petitioner's application for the Conditional Use Permit, subject to certain terms and conditions; and

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

**WHEREAS**, the City Council has considered the written report of the PZB, the applicable standards for conditional use permits set forth in the Zoning Ordinance, and the Community and Economic Development Staff Memorandum dated October 25, 2022, and has determined that it is in the best interest of the City and the public to approve the Requested Relief in accordance with the provisions of this Ordinance;

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

**SECTION 1. RECITALS.** The recitals set forth above are incorporated herein by reference and made a part hereof, the same constituting the factual basis for this Ordinance.

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

**PARCEL 1:** THAT PART OF LOT 4 IN BLOCK 1 IN ARTHUR T. MCINTOSH AND COMPANY’S ADDITION TO RIVERVIEW, BEING A SUBDIVISION OF THE NORTH 9.75 CHAINS OF THE EAST ½ OF THE SOUTHWEST ¼ AND THE NORTH 9.75 CHAINS WEST OF DES PLAINES ROAD OF THE

SOUTHEAST ¼ OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS; COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID LOT 4 AND THE WEST LINE OF THE SOUTHEAST ¼ OF SAID SECTION 28; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 4 A DISTANCE OF 85.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 195.25 FEET TO THE WESTERLY LINE OF DES PLAINES AVENUE AS WIDENED; THENCE SOUTH 23 DEGREES 46 MINUTES 30 SECONDS EAST ALONG THE WESTERLY LINE OF SAID DES PLAINES AVENUE A DISTANCE OF 55.96 FEET TO THE NORTHERLY LINE OF ESSER COURT; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID ESSER COURT A DISTANCE OF 217.81 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 51.21 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF LOT 4 IN BLOCK 1 IN ARTHUR T. MCINTOSH AND COMPANY'S ADDITION TO RIVERVIEW, BEING A SUBDIVISION OF THE NORTH 9.75 CHAINS OF THE EAST ½ OF THE SOUTHWEST ¼ AND THE NORTH 9.75 CHAINS WEST OF DES PLAINES ROAD OF THE SOUTHEAST ¼ OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS; COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID LOT 4 AND THE WEST LINE OF THE SOUTHEAST ¼ OF SAID SECTION 28; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 4 A DISTANCE OF 85.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 252.21 FEET TO THE WESTERLY LINE OF DES PLAINES AVENUE AS WIDENED, THENCE NORTH 23 DEGREES 46 MINUTES 30 SECONDS WEST ALONG THE WESTERLY LINE OF SAID DES PLAINES AVENUE, A DISTANCE OF 47.95 FEET TO THE SOUTHERLY LINE OF ESSER COURT; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID ESSER COURT A DISTANCE OF 232.88 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 43.88 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL 3: ALL OF HERETOFORE DEDICATED ESSER COURT, NOW VACATED PER DOCUMENTS RECORDED AS NUMBERS 98110957 AND 0731303100, IN LOT 4 IN BLOCK 1 IN ARTHUR T. MCINTOSH AND COMPANY'S ADDITION TO RIVERVIEW, BEING A SUBDIVISION OF THE NORTH 9.75 CHAINS OF THE EAST ½ OF THE SOUTHWEST ¼ AND THE NORTH 9.75 CHAINS WEST OF DES PLAINES ROAD OF THE SOUTHEAST ¼ OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PINS: 09-28-302-024-0000; 09-28-302-025-0000

Commonly known as 2064 S. River Road, Des Plaines, Illinois.

**SECTION 3. APPROVAL OF CONDITIONAL USE PERMIT.** Subject to and contingent upon the conditions, restrictions, limitations and provisions set forth in Section 4 of this Ordinance, the City Council hereby grants the Petitioner the Conditional Use Permit to allow the operation of the Proposed Use on the Subject Property in the C-3 District. The Conditional Use Permit granted by this Ordinance is consistent with and equivalent to a "special use" as referenced in Section 11-13-25 of the Illinois Municipal Code, 65 ILCS 5/11-13-25.

**SECTION 4. CONDITIONS.** The Conditional Use Permit granted in Section 3 of this Ordinance shall be, and is hereby, expressly subject to and contingent upon the following conditions, restrictions, limitations, and provisions:

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

B. **Compliance with Plans.** Except for minor changes and site work approved by the City Director of Community and Economic Development or Director of Public Works and Engineering (for matters within their respective permitting authorities) in accordance with all applicable City standards, the development, use, operation, and maintenance of the Subject Property by the Petitioner must comply with the following plans provided by Petitioner:

1. That certain "Project Narrative and Response to Standards" prepared by Petitioner, consisting of five sheets, and dated September 19, 2022, attached to and, by this reference, made a part of this Ordinance as **Exhibit A**; and

2. That certain “Floor Plan” prepared by Foster Dale Architects, consisting of one sheet, attached to and, by this reference, made a part of this Ordinance as **Exhibit B**.

C. Additional Conditions.

1. The second story of the Subject Property shall only be used as a Commercially Zoned Assembly Use for the following activities:

- a. Community services;
- b. Recreational activities and social activities that comply with all applicable laws;
- c. Charitable events; and
- d. Office uses directly related to the Petitioner (collectively, the “*Activities*”).

2. The first story of the Subject Property shall only be used for uses permitted in the C-3 District and must comply with the collective parking requirement set forth in the Zoning Ordinance for all of the uses on the Subject Property.

3. Any expansion or increase in intensity of the Activities shall require the Petitioner to obtain an amendment to the Conditional Use Permit.

4. The Subject Property shall only be used for the Activities during the following times:

- a. 6:00 pm to 9:00 pm Monday through Thursday, and 6:00 pm to 10:00 pm on Friday, Saturday and Sunday for assembly uses;
- b. 8:00 am to 5:00 pm for office use; and
- c. Any deviation from the hours set forth in this Section must be approved by the Director of Community and Economic Development.

5. The Petitioner must add a minimum of 15 parking spaces to the Subject Property to accommodate peak parking demand in substantial accordance with the Parking Lot Expansion Plans prepared by Bono Consulting, Inc., consisting of three sheets, with a latest revision date of April 12, 2022, a copy of which is attached to and made a part of this Ordinance as **Exhibit C**, before the City will issue a certificate of occupancy or business registration for the Proposed Use.

6. All non-accessory uses, including trailers or other stored items, on the Subject Property must be removed within 90 days of the approval date of this Ordinance.

7. The Activities and the Subject Property must comply at all times with the maximum occupancy load prescribed by the Fire Protection Department.

8. All food served to participants of the Activities must come from a commercial grade kitchen.

9. No motor vehicles in the process of being sold or awaiting transport to a purchaser may be located on the Subject Property for more than twenty-four hours. No towing vehicles or car carriers may be parked on the Subject Property or used on a regular basis to complete regular business practices of any auto-sales-related entity located on the Subject Property.

**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 or the Owner 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 Conditional Use Permit granted in Section 3 of this Ordinance may be revoked after notice and hearing before the Zoning Administrator of the City, all in accordance with the procedures set forth in Section 12-4-7 of the Zoning Ordinance. In the event of revocation, the development and use of the Subject Property will be governed solely by the regulations of the C-3 District. Further, in the event of such revocation of the Conditional Use Permit, the City Manager and City's General Counsel are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances. The Petitioner and the Owner acknowledge that public notices and hearings have been held with respect to the adoption of this Ordinance, have considered the possibility of the revocation provided for in this Section, and agree not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the notice and hearing required by Section 12-4-7 of the Zoning Ordinance is provided to the Petitioner and the Owner.

**SECTION 6. BINDING EFFECT; NON-TRANSFERABILITY; EFFECT ON PRIOR APPROVALS.** 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.

This Ordinance is intended to supersede and replace Ordinance Z-7-19. Ordinance Z-7-19 is of no further force or effect.

**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 the Owner, not less than 60 days after the passage and approval of this Ordinance, of an unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance. 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 D*; 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.



[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 a Conditional Use Permit (CUP) at 2064 S River Rd for Commercially Zoned Assembly Use



# CHICAGO SOCIAL CLUB

A Non Profit Organization

Sep 19, 2022

To,  
City of Des Plaines

I am writing this letter on behalf of Chicago Social Club, we are a non profit organization that was established in 2013. Much of the focus on the CSC is to raise money for worthy causes, recreational and social activities for its members. We raise funds for charity purposes by conducting few events like Seminars, Blood Drive, Medical Camps, Food drive, etc in and around Chicago parks and auditorium.

We conduct meetings at the club once in a month, after COVID our attendees for the meeting have drastically reduced to 15 to 20 members and the rest are attending virtually. We do not use the building daily, on a weekend there are hardly 5 -6 members who visit.

Therefore, our committee have decided to rent our first floor to Level Motors office use, so that we could use the rental income to pay the property taxes. I have attached the screenshot of the building map that will be used by our members and the first floor that we intend to give it for rent on page 2.

I appreciate your time to review our application and I am more than happy to provide any additional information you may need.

Sincerely,

**Binu Kaithakathottiyil**  
President of Chicago Social Club

## PRESIDENT

**Binu Kaithakathottiyil**  
+1 773 544 1975

## SECRETARY

**Manoj Vanchiyil**  
+1 847 999 8070

## VICE PRESIDENT

**Byju Jose Parumal**  
+1 312 804 2958

## JOINT SECRETARY

**Sajan Melandasheri**  
+1 224 402 0172

## TREASURER

**Roy Mundakkan**  
+1 773 540 0100

## PRO

**Mathew Thattamattom**  
+1 773 317 3444



# CHICAGO SOCIAL CLUB

A Non Profit Organization

Sep 19, 2022



OSTER DALE  
ARCHITECTS  
3717 North Ravenswood Suite 111  
Chicago, Illinois 60613  
773.327.1000 tel  
773.327.1008 fax

**PRESIDENT**  
Binu Kaithakathottiyil  
+1 773 544 1975

**SECRETARY**  
Manoj Vanchiyil  
+1 847 999 8070

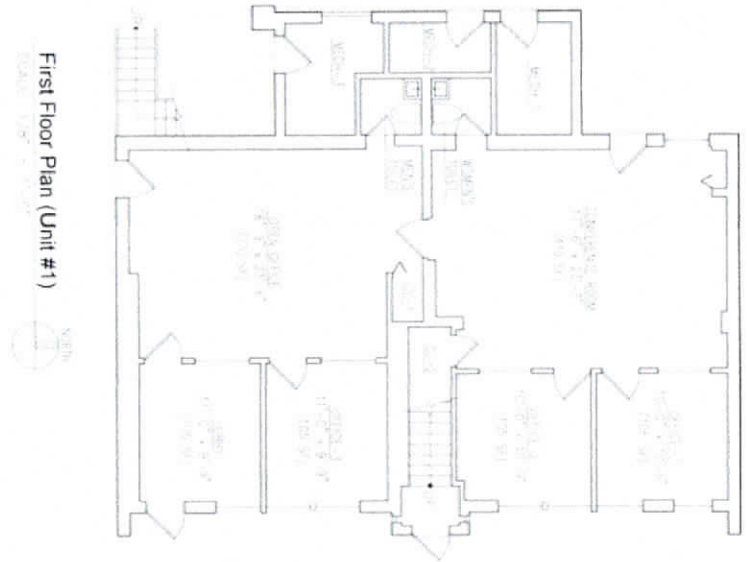
**VICE PRESIDENT**  
Byju Jose Parumal  
+1 312 804 2958

**JOINT SECRETARY**  
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+1 224 402 0172

**TREASURER**  
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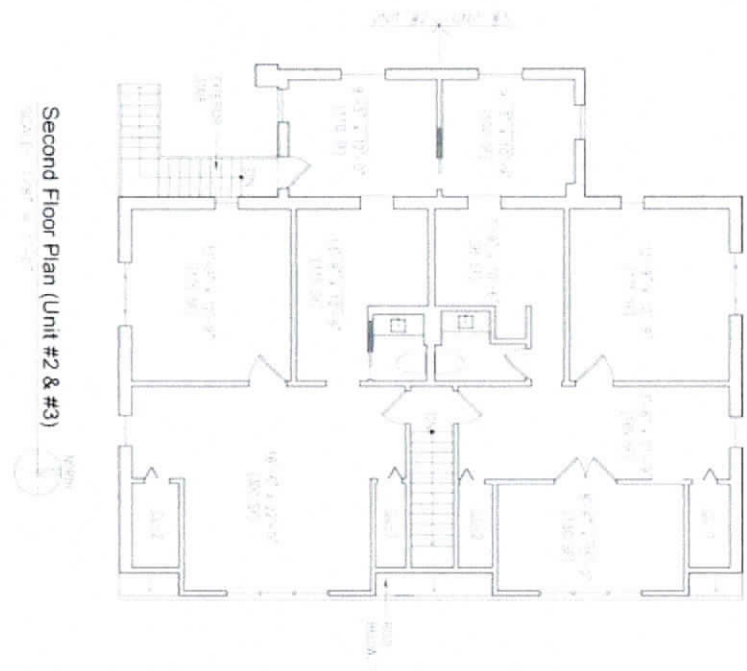
**PRO**  
Mathew Thattamattom  
+1 773 317 3444

Proposed Rental



First Floor Plan (Unit #1)

CSC OFFICE



Second Floor Plan (Unit #2 & #3)

Preliminary - Not for Construction

301 S  
RIVER ROAD  
DES PLAINES, ILLINOIS 60018  
TEL: 708.391.1000  
FAX: 708.391.1001

2064 S. River Road  
Des Plaines, IL

**Binu Kaithakathottiyil**  
President of Chicago Social Club

**A. The proposed Conditional Use is in fact a Conditional Use established within the specific Zoning district involved:**

*Comment:* Commercially Zoned Assembly Use is a Conditional Use, as specified in Section 12-7-3(K) of the 1998 City of Des Plaines Zoning Ordinance, as amended, for properties in the C-3 General Commercial District.

**B. The proposed Conditional Use is in accordance with the objectives of the City’s Comprehensive Plan:**

*Comment:* The proposed use of the site is for offices and assembly use. The Future Land Use Map found in the Comprehensive Plan designates this site as Commercial. The first story will be offices rented to other businesses (non-Chicago Social Club) that are permitted within the C-3 zoning district. This second story of this building will contain recreational activities and meetings of the club. The types of activities and hours are identified in Finding G (see below).

**C. The proposed Conditional Use is designed, constructed, operated and maintained to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity:**

*Comment:* The petitioner proposes to maintain the exterior of the building as-is. Additionally, no expansion of the building is being proposed at this time. The parking lot is proposed to be expanded, awaiting final permitting. As such, the proposed Conditional Use will be harmonious and appropriate in appearance as no changes are being proposed.

**D. The proposed Conditional Use is not hazardous or disturbing to existing neighboring uses:**

*Comment:* The petitioner proposes to reactivate the building for a variety of uses including offices, recreational activities and other related aspects as identified in the application. The assembly use activities are spread throughout the week which will not be hazardous or disturb the existing neighbors.

**E. The proposed Conditional Use is to be served adequately by essential public facilities and services, such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools; or, agencies responsible for establishing the Conditional Use shall provide adequately any such services:**

*Comment:* The existing office building has been adequately served by essential public facilities and services. The proposed use will also be adequately served by essential public facilities and services.

**F. The proposed Conditional Use does not create excessive additional requirements at public expense for public facilities and services and will not be detrimental to the economic well-being of the entire community:**

*Comment:* The proposed uses will not create excessive additional requirements at the public expense or be detrimental to the economic well-being of the community. A condition was added to the previous conditional use permit to requiring parking lot expansion, which is currently being processed and awaiting permits from MWRD to receive City approval.

**G. The proposed Conditional Use does not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke fumes, glare or odors:**

*Comment:* The proposed Commercially Zoned Assembly Use will have activities dispersed throughout the month, with most activities occurring during non-peak rush hours in the second story of the building. The first story will be rented to businesses unrelated to the Chicago Social Club but limited to the uses permitted within the C-3 district. The revenue from the rentals is necessary for the long-term operation of the Chicago Social Club in this location.

The business that is proposed to fill a portion of the first story is Level Motors. Level Motors is an online motor vehicle retailer that is classified as an office space in the Des Plaines Zoning Ordinance, because the business does not sell or display and vehicles on site. Vehicles are sold through their online portal rather than on site and the activities located at 2064 S River Rd will consist of office uses rather than display and sale.

Below outlines business hours for the Chicago Social Club and Level Motors, the proposed office tenant of the first floor:

<b>Chicago Social Club</b>	
Assembly Use	Proposed Hours of Operation: 6pm to 9pm once a month Types of Activities: Club meetings Maximum number of people: 15-20 people (participants are able to attend either virtually or in person)
<b>Level Motors (Proposed Tenant in ½ of First Floor)</b>	
Office Use	Proposed Hours of Operation: 8 am - 5 pm M-F, 9 am -2 pm Saturday Types of Activities: Office use Employees: 5, varying days in the office/work from home. Parking: Parking demand will be 3-4 spaces for employees, meeting the zoning requirements for office spaces of this size. Occasional parking of vehicles (less than 24 hours) on site, awaiting pickup and delivery to other locations.
<b>Vacant Office Area (1/2 of First Floor)</b>	
Office use or other uses allowed by C-3 Zoning	Proposed Hours of Operation: TBD Types of Activities: TBD, likely office use Employees: TBD Parking: Parking demand will meet zoning code requirements, to be confirmed by the property owner and the Community and Economic Development department prior to approval of business license for any other business to operate in this location.

As such, it is determined that there will not be any detriment to the public or to adjoining properties.

**H. The proposed Conditional Use provides vehicular access to the property designed so that it does not create an interference with traffic on surrounding public thoroughfares:**

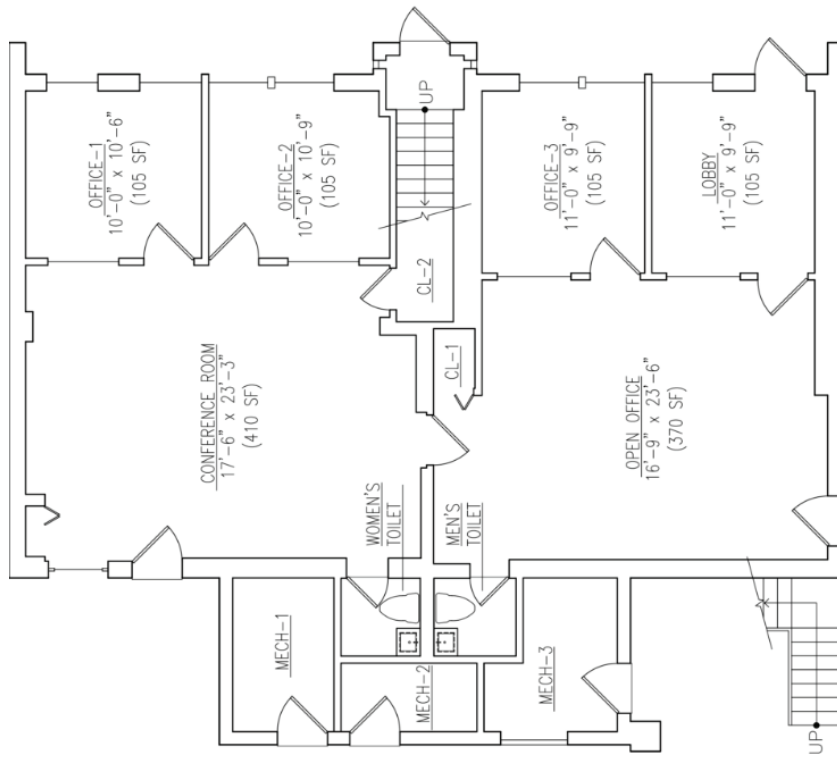
*Comment:* The proposed Commercially Zoned Assembly Use will not create an interference with traffic on surrounding public thoroughfares. According to a Parking Evaluation conducted by K.L.O.A in 2019, the traffic will be dispersed throughout the week and most of the traffic generated will occur during non-rush hours. Since the 2019 traffic study, the club has modified their meetings to include virtual meetings. The club intends to provide both virtual and in person meeting options for their monthly meetings and events, and are not anticipated to require as much traffic as 2019. The original Conditional Use Permit in 2019 stipulated that the property owner needed to expand the parking lot to provide at minimum 30 parking spaces to accommodate their proposed assembly use. However, the petitioner anticipates a total number of visitors to be 15-20 in person and any additional club members will attend virtually. With proposed parking lot expansion, the assembly use and any proposed other businesses will have sufficient parking demand for their uses on the property. Therefore, the proposed use will not interfere with traffic and the surrounding road network.

**I. The proposed Conditional Use does not result in the destruction, loss, or damage of natural, scenic, or historic features of major importance:**

*Comment:* The proposed Commercially Zoned Assembly Use and proposed uses of other businesses in the first floor will not cause the destruction, loss, or damage of any natural, scenic or historic features of major importance. The building and site were already developed and the petitioner is not proposing any exterior changes or building expansions. A permit is currently being processed by the City of Des Plaines and the Metropolitan Water Reclamation District to expand the parking lot, a condition from the previous conditional use permit to accommodate the assembly use. Any building expansion will result in a new Conditional Use Application and require another public hearing.

**J. The proposed Conditional Use complies with all additional regulations in the Zoning Ordinance specific to the Conditional Use requested:**

*Comment:* The proposed Commercially Zoned Assembly Use meets all other requirements of the Zoning Ordinance for the C-3 General Commercial District. No variations or additional actions are requested beyond the Conditional Use Permit.



**FIRST FLOOR TO BE USED FOR RENTAL OF OFFICE AND OTHER USES PERMITTED IN C-3, UNRELATED TO CHICAGO SOCIAL CLUB**

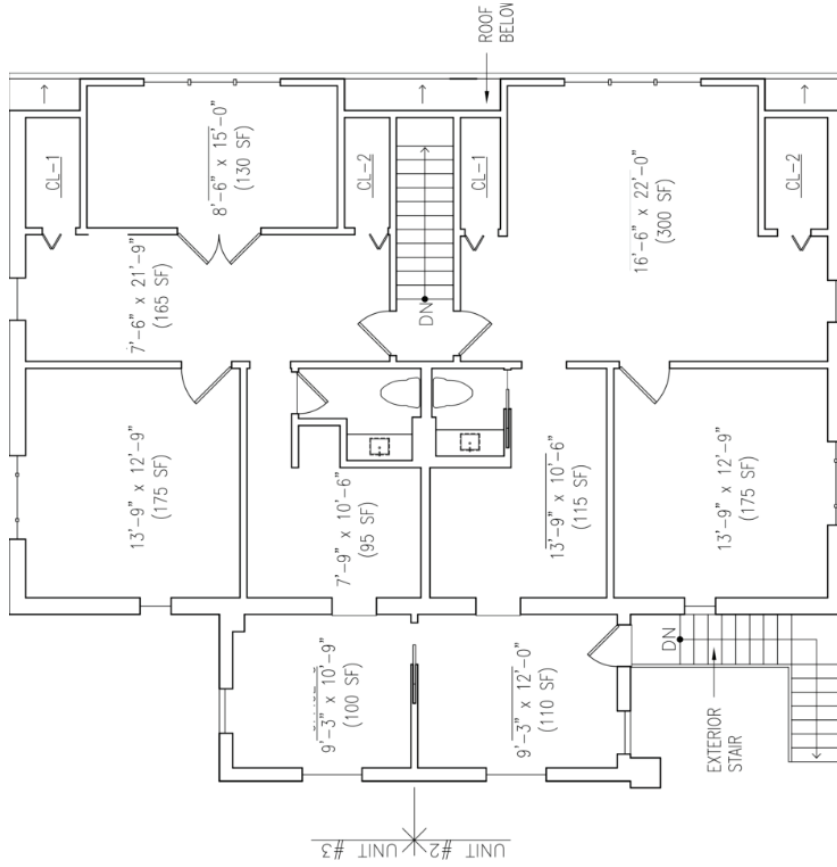


**First Floor Plan (Unit #1)**

SCALE: 1/8" = 1'-0"

3717 North Ravenswood Suite 111  
 Chicago, Illinois 60613  
 773.327.1000 tel  
 773.327.1008 fax

Preliminary - Not for Construction



**SECOND FLOOR TO BE USED FOR CHICAGO SOCIAL CLUB USES (EVENTS AND OFFICE USE)**



**Second Floor Plan (Unit #2 & #3)**

SCALE: 1/8" = 1'-0"

ROOM DIMENSIONS ARE ROUNDED UP TO THE NEAREST 3 INCHES AND AREAS ARE ROUNDED UP TO THE NEAREST 5 SF

2064 S. River Road  
 Des Plaines, IL



AWAITING ENGINEERING, BUILDING AND MWRD APPROVAL

# PARKING LOT EXPANSION FOR EXISTING COMMERCIAL BUILDING

## 2064 S. RIVER ROAD, DES PLAINES, COOK COUNTY, IL

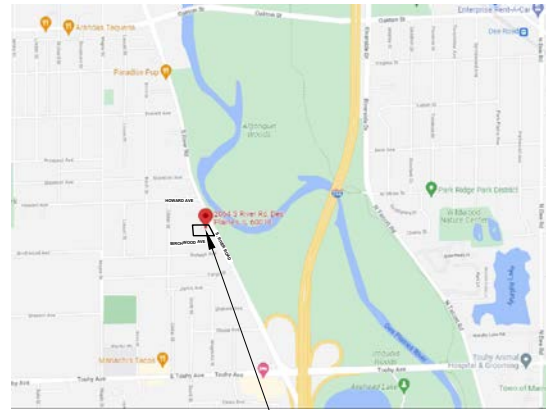
SECTION: 21  
TOWNSHIP: 41N  
RANGE: 12E

PIN:  
09-28-302-024-0000  
09-28-302-025-0000

**BENCHMARK INFO**

SITE BENCHMARK IS CUT IN THE TOP OF CONCRETE CURB LOCATED AT THE NORTH SIDE OF THE CONCRETE APRON FOR THE ENTRANCE TO THE PROPERTY, ELEV. 630.61' (NAVD 88).

**SITE LOCATION MAP**



SITE



**DRAWING INDEX:**

1. TITLE SHEET, LEGEND, SITE LOCATION, & AERIAL MAP
2. EXISTING TOPOGRAPHY & DEMOLITION PLAN
3. EROSION CONTROL AND SEDIMENTATION CONTROL PLAN
- 4.1 PROPOSED GRADING, DRAINAGE, & UTILITY PLAN
- 4.2 COMPENSATORY STORAGE CROSS-SECTIONS & CALCULATIONS
5. GEOMETRIC PLAN
6. CONSTRUCTION NOTES & DETAILS

**AERIAL MAP**



**PROJECT NARRATIVE**

**GENERAL:** THE EXISTING ASPHALT LOT ADJACENT TO THE BUILDING IS TO BE EXTENDED TO THE SOUTH.

**AREA SUMMARY:**  
TOTAL AREA OF SITE: 0.616 ACRES  
DISTURBED AREA OF SITE: 0.135 ACRES

**SPECIAL PROTECTION AREAS:** FLOODPLAIN ON SITE; WETLANDS WITHIN 100' OF SITE.

**UPSTREAM TRIBUTARY:** THERE IS NO UPSTREAM TRIBUTARY AREA FOR THE SITE.

**COMBINED/SEPARATE SEWER AREA INFO:** PROPOSED PROJECT IS LOCATED IN A COMBINED SEWER AREA.

**DETENTION/VOLUME CONTROL FACILITY:** VOLUME CONTROL IS REQUIRED FOR THE DISTURBED AREA OF THE DEVELOPMENT BECAUSE IT IS WITHIN 100' OF FLOODPLAIN. NO DETENTION IS REQUIRED.

**SANITARY SEWERS:** NO CHANGE TO ANY EXISTING SANITARY SEWERS.

**GROUNDWATER ELEVATION:** N/A

I HEREBY CERTIFY THAT THE PROPOSED IMPROVEMENTS WILL NOT ADVERSELY IMPACT THE SUBJECT PROPERTY, THE SURROUNDING PROPERTIES OR THE PUBLIC RIGHT-OF-WAY WITH RESPECT TO STORMWATER DRAINAGE, AND THAT A SAFE OVERFLOW ROUTE HAS BEEN ESTABLISHED.



*Ashutj Veer*  
ENGINEER

04-13-2022  
DATE

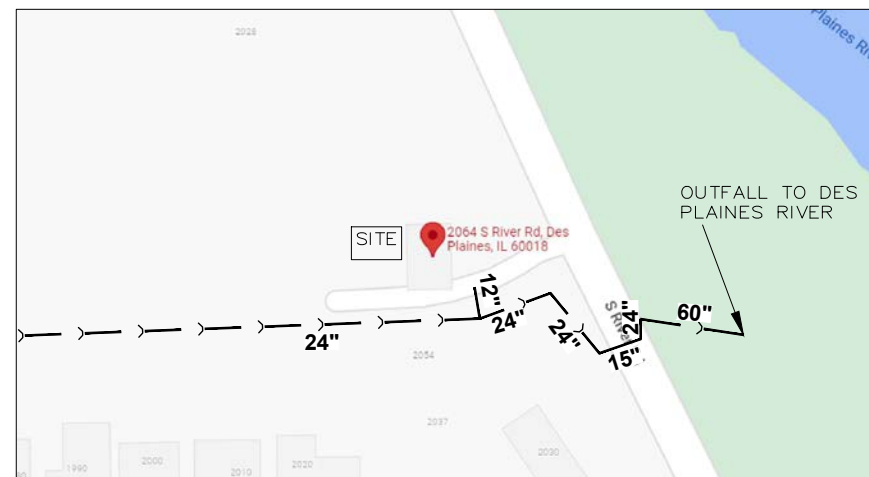
**CO-PERMITTEE'S AFFIDAVIT**

THE STORM MANAGEMENT FEATURES CONTAINED IN THESE DESIGN DRAWINGS HAVE BEEN EXPLAINED TO ME BY THE PROJECT ENGINEER, I UNDERSTAND THESE REQUIREMENTS AND INTEND TO COMPLY WITH THE WMO.

CO-PERMITTEE

DATE

**STORM SEWER ROUTE MAP**



**NOTE**

The location of existing underground utilities, such as water mains, sewers, gas lines, etc., as shown on the plans, has been determined from the best available information and is given for the convenience of the Contractor. However, the Owner and the Engineer do not assume responsibility in the event that during construction, utilities other than those shown may be encountered, and that the actual location of those which are shown may be different from the location as shown on the plans.

Bono Consulting, Inc. is not responsible for the safety of any party at or on the construction site. Safety is the sole responsibility of the contractor and any other person or entity performing work or services. Neither the owner nor engineer assumes any responsibility for the job site safety of persons engaged in the work or the means or methods of construction.

Current Standard Specifications of the Judicial Authority shall apply to the construction on this project.

Note: The exact location of all utilities shall be verified by the contractor prior to construction activities. For utility locations call:  
J.U.L.I.E. 1 (800) 892-0123

	EXISTING	PROPOSED
Property Line	---	---
Sanitary Sewer Line	--->---	--->---
Water Line	---v---	---v---
Storm Sewer Line	--->---	--->---
Storm Manhole	○	●
Sanitary Manhole	○	●
Combined Sewer	--->---	--->---
Combined Manhole	○	●
Catch Basin	○	●
Inlet	○	○
Water Valve Vault	○	○
Water Valve	○	○
Grade	---	---
Drainage Divide	---	---
Curb & Gutter	---	---
Cleanout	○	○
Downspout (Roof Drains)	○	○
Water B. Box	○	○
Tree Protection Fence	---	---
Construction Fence	---	---
Inlet Filter Basket	○	○
Traffic Direction Pavement Marking	---	---
Fire Hydrant	○	○
Top of Curb	T/C XXXX'XX	T/C XXXX'XX
Bottom of Curb	B/C XXXX'XX	B/C XXXX'XX
Top of Curb	T/C XXXX'XX	T/C XXXX'XX
Bottom of Gutter	B/G XXXX'XX	B/G XXXX'XX
Walk	W XXXX'XX	W XXXX'XX
Bottom of Walk	B/W XXXX'XX	B/W XXXX'XX
Depressed Curb	D/C XXXX'XX	D/C XXXX'XX
Bottom of Gutter	B/G XXXX'XX	B/G XXXX'XX
Mountable Curb	M/C XXXX'XX	M/C XXXX'XX
Bottom of Gutter	B/C XXXX'XX	B/C XXXX'XX

DATE	REVISIONS
09-13-2021	1 PRELIMINARY DRAWINGS
04-12-2022	2 REVISIONS TO CITY COMMENTS

PROJECT STAFF	ISSUE
PROJECT MANAGER: ENGINEER	BOND P.E. 1
ENGINEER	COURTNEY
TECHNICIAN	2

**BCI**  
BONO CONSULTING, INC.  
CIVIL ENGINEERS  
1018 BUSSE HIGHWAY  
PARK RIDGE, IL 60068  
PH: (847) 823-3300  
FAX: (847) 823-3303  
bbono@bonoconsulting.com

**TITLE SHEET, LEGEND, SITE LOCATION MAP, & AERIAL MAP**

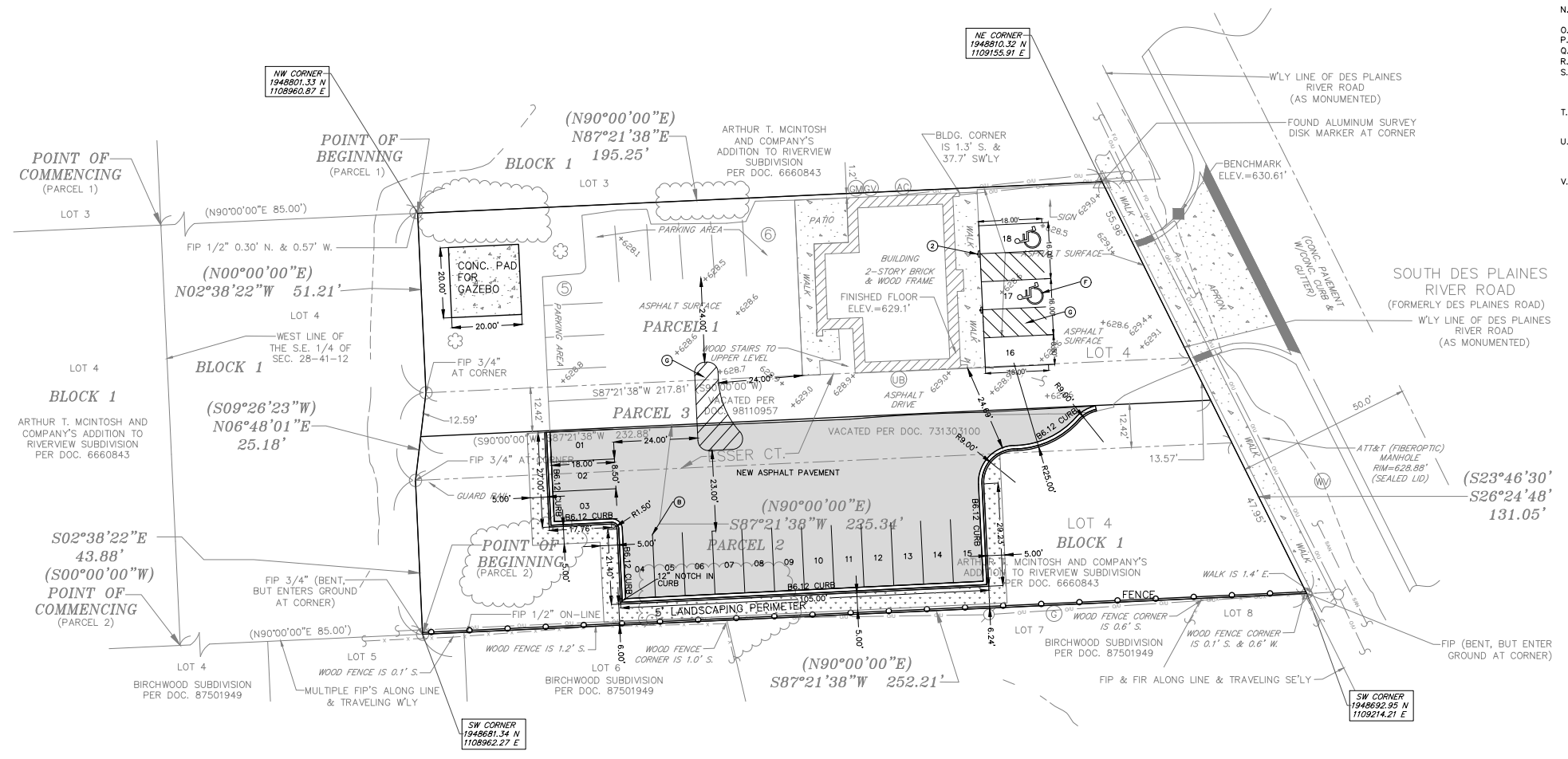
**PARKING LOT EXPANSION FOR EXISTING BUILDING**  
2064 S. RIVER ROAD, DES PLAINES, IL 60018

NOT FOR CONSTRUCTION

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PROJECT NUMBER: 21252  
START DATE: SEP. 13, 2021  
GRAPHIC SCALE: 0 NTS  
SCALE: NTS  
SHEET NUMBER: 1 OF 6

BASE FLOOD ELEVATION = 631.1  
10-YR FLOOD ELEVATION = 629.0

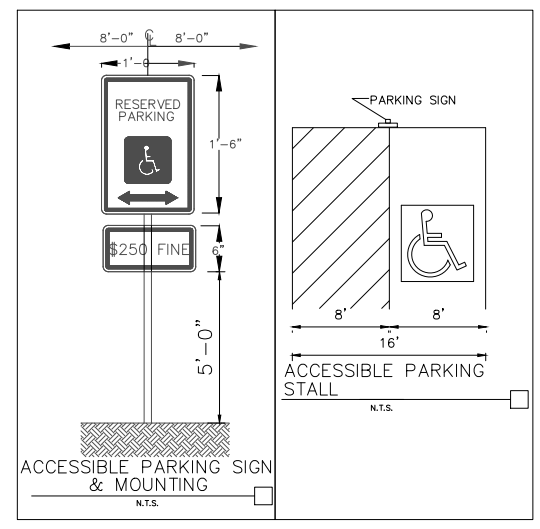


- SITE PLAN NOTES:**
- ALL WORK AND MATERIALS SHALL COMPLY WITH ALL CITY /COUNTY REGULATIONS AND CODES AND O.S.H.A. STANDARDS.
  - ALL DISTURBED AREAS ARE TO RECEIVE FOUR INCHES OF TOPSOIL, SEED, MULCH AND WATER UNTIL HEALTHY STAND OF GRASS IS ESTABLISHED UNLESS OTHERWISE NOTED.
  - ALL CURBED RADII ARE TO BE 3' MEASURED TO FACE OF CURB UNLESS OTHERWISE NOTED. STRIPED RADII ARE TO BE 5' UNLESS OTHERWISE NOTED.
  - ALL DIMENSIONS ARE FACE OF CURB TO FACE OF CURB AND RADII ARE BACK OF CURB OR BUILDING FOUNDATION UNLESS OTHERWISE NOTED.
  - BUILDING DIMENSIONS AND ADJACENT PARKING AND UTILITY LAYOUT HAVE BEEN PREPARED BASED UPON ARCHITECTURAL INFORMATION CURRENT AT THE DATE OF THIS DRAWING. SUBSEQUENT ARCHITECTURAL CHANGES MAY EXIST, THEREFORE CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR PRECISE BUILDING DIMENSIONS AND EXACT UTILITY ENTRANCE LOCATIONS AND NOTIFY THE ARCHITECT AND ENGINEER OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
  - ALL PROPOSED CURB AND GUTTER SHALL BE B6.12 UNLESS OTHERWISE NOTED.
  - EXISTING TOPOGRAPHY SHOWN REPRESENTS SITE CONDITION AS PREPARED BY CENTRAL SURVEY. CONTRACTOR SHALL FIELD CHECK EXISTING ELEVATIONS AND CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY ARCHITECT AND ENGINEER OF ANY DISCREPANCIES PRIOR TO STARTING CONSTRUCTION.
  - THE CONTRACTOR SHALL CONTACT J.U.L.I.E. (1-800-892-0123) PRIOR TO ANY WORK TO LOCATE UTILITIES AND SHALL CONTACT THE OWNER SHOULD UTILITIES APPEAR TO BE IN CONFLICT WITH THE PROPOSED IMPROVEMENT.
  - EXISTING STRUCTURES WITHIN CONSTRUCTION LIMITS ARE TO BE REMOVED UNDER PROPOSED BUILDINGS AND ABANDONED ELSEWHERE AS NECESSARY. ALL COST SHALL BE INCLUDED IN BASE BID.
  - CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RELOCATIONS, (UNLESS OTHERWISE NOTED ON PLANS) INCLUDING BUT NOT LIMITED TO, ALL UTILITIES, STORM DRAINAGE, SIGNS, TRAFFIC SIGNALS AND POLES, ETC. AS REQUIRED. ALL WORK SHALL BE IN ACCORDANCE WITH GOVERNING AUTHORITIES REQUIREMENTS AND PROJECT SITEWORK SPECIFICATIONS AND SHALL BE APPROVED BY SUCH. ALL COST SHALL BE INCLUDED IN BASE BID.
  - SITE BOUNDARY, TOPOGRAPHY, UTILITY AND ROAD INFORMATION TAKEN FROM A SURVEY BY OTHERS.
  - IMPROVEMENTS ADJACENT TO BUILDING IF SHOWN SUCH AS TRUCK DOCK, RETAINING WALLS, SIDEWALKS, CURBING, CANOPIES, RAMPS, HANDICAP ACCESS, PLANTERS, DUMPSTERS AND TRANSFORMERS ETC. HAVE BEEN SHOWN FOR APPROXIMATE LOCATION ONLY. CONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF VESTIBULES, SLOPE PAVING, SIDEWALKS, EXIT PORCHES, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.
  - THE CONTRACTOR SHALL ADJUST RIM ELEVATIONS OF ALL EXISTING STRUCTURES TO PROPOSED GRADES AS INDICATED ON PLANS.
  - CONTRACTOR TO VERIFY LOCATION, SIZES, AND ELEVATIONS OF ALL BUILDING SERVICE LOCATIONS WITH ARCHITECTURAL PLANS.
  - TOTAL LAND AREA IS 0.616 +/- ACRES.
  - NO WETLANDS WERE PRESENT ON THIS SITE.
  - THE SITE WORK FOR THIS PROJECT SHALL MEET OR EXCEED THE "SITE SPECIFIC SPECIFICATIONS."
  - MONUMENT AND/OR PYLON SIGNS SHALL BE CONSTRUCTED BY OWNER ASSIGNED CONTRACTOR.
  - ALL GENERAL CONTRACTOR WORK TO BE COMPLETED (EARTHWORK, FINAL UTILITIES, AND FINAL GRADING) BY THE MILESTONE DATE IN PROJECT DOCUMENTS. OUTLOT AREA TO BE KEPT FREE OF JOB TRAILERS AND STORAGE AFTER THE CONTRACT MILESTONE DATE FOR THE OUTLOT. PURCHASER OF OUTLOT TO PROVIDE PERMIT DOCUMENTS AND SWPPP REQUIRED BY STATE/LOCAL REQUIREMENTS FOR SPECIFIC OUTLOT.
  - ALL ROADWAY AND PARKING LOT IMPROVEMENTS SHALL BE COMPLETED IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, DEPARTMENT OF TRANSPORTATION, STATE OF ILLINOIS, LATEST EDITION. PURCHASER OF OUTLOT TO PROVIDE PERMIT DOCUMENTS AND SWPPP REQUIRED BY STATE/LOCAL REQUIREMENTS FOR SPECIFIC OUTLOT.
  - ROUTING OF GAS, ELECTRIC AND TELEPHONE SERVICES IF SHOWN ARE APPROXIMATE ONLY AND SUBJECT TO CHANGE BASED UPON FINAL REVIEW AND APPROVAL BY RESPECTIVE UTILITY COMPANIES AND OWNER. CONTRACTOR SHALL CONTACT EACH UTILITY COMPANY AND COORDINATE FINAL LOCATIONS FOR ALL UTILITY SERVICES PRIOR TO STARTING CONSTRUCTION.
  - CONTRACTOR SHALL ADJUST AND/OR CUT EXISTING PAVEMENT AS NECESSARY TO ASSURE A SMOOTH FIT AND CONTINUOUS GRADE.

PAVEMENT LEGEND	
	STANDARD DUTY PAVEMENT 2" BITUMINOUS SURFACE COURSE, HOT-MIX ASPHALT, MIX D, N50 2" BITUMINOUS BINDER COURSE, HOT-MIX ASPHALT, IL-19, N50 6" AGGREGATE BASE COURSE CA-6, TYPE B
	CONCRETE PADS 5" PORTLAND CEMENT CONCRETE 4" COMPACTED AGGREGATE BASE COURSE, TYPE B

PAVEMENT MARKING LEGEND	
(A)	24" WHITE SOLID STOP BAR
(B)	4" YELLOW SOLID LINE
(C)	8" SOLID WHITE LINE
(D)	LETTERS & SYMBOLS PAVEMENT MARKINGS
(E)	TRAFFIC FLOW DIRECTIONAL ARROWS
(F)	ACCESSIBLE PARKING SPACE PAVEMENT MARKINGS-SEE DETAIL
(G)	4" YELLOW DIAGONAL AT 45° SPACED 3' O.C.
(H)	4" SOLID WHITE LINE
(I)	4"x65' LONG YELLOW PAINTED TRUCK ALIGNMENT STRIPES
(J)	4" YELLOW 6" LONG STRIPE WITH 18" GAP
(K)	4" DOUBLE YELLOW SOLID LINE AT 11' C-C
(L)	4" WHITE DASH LINE (2' DASH, 6' SKIP)
(M)	6" SOLID WHITE SPACED 2' O.C.

SIGNAGE LEGEND	
(1)	STOP SIGN (R1-1)
(2)	ACCESSIBLE PARKING SIGN (R7-8)
(3)	NO PARKING SIGN FIRE LANE (R8-31)
(4)	DO NOT ENTER (R5-1)
(5)	PEDESTRIAN CROSSING SIGN
(6)	ENTER



DATE	REVISIONS
09.13.2021	PRELIMINARY DRAWINGS
04.12.2022	REVISED TO CITY COMMENTS

**BCI**  
BONO CONSULTING, INC.  
CIVIL ENGINEERS

1018 BUSSE HIGHWAY PH: (847) 823-3300  
PARK RIDGE, IL 60068 FAX: (847) 823-3303  
bbono@bonoconsulting.com

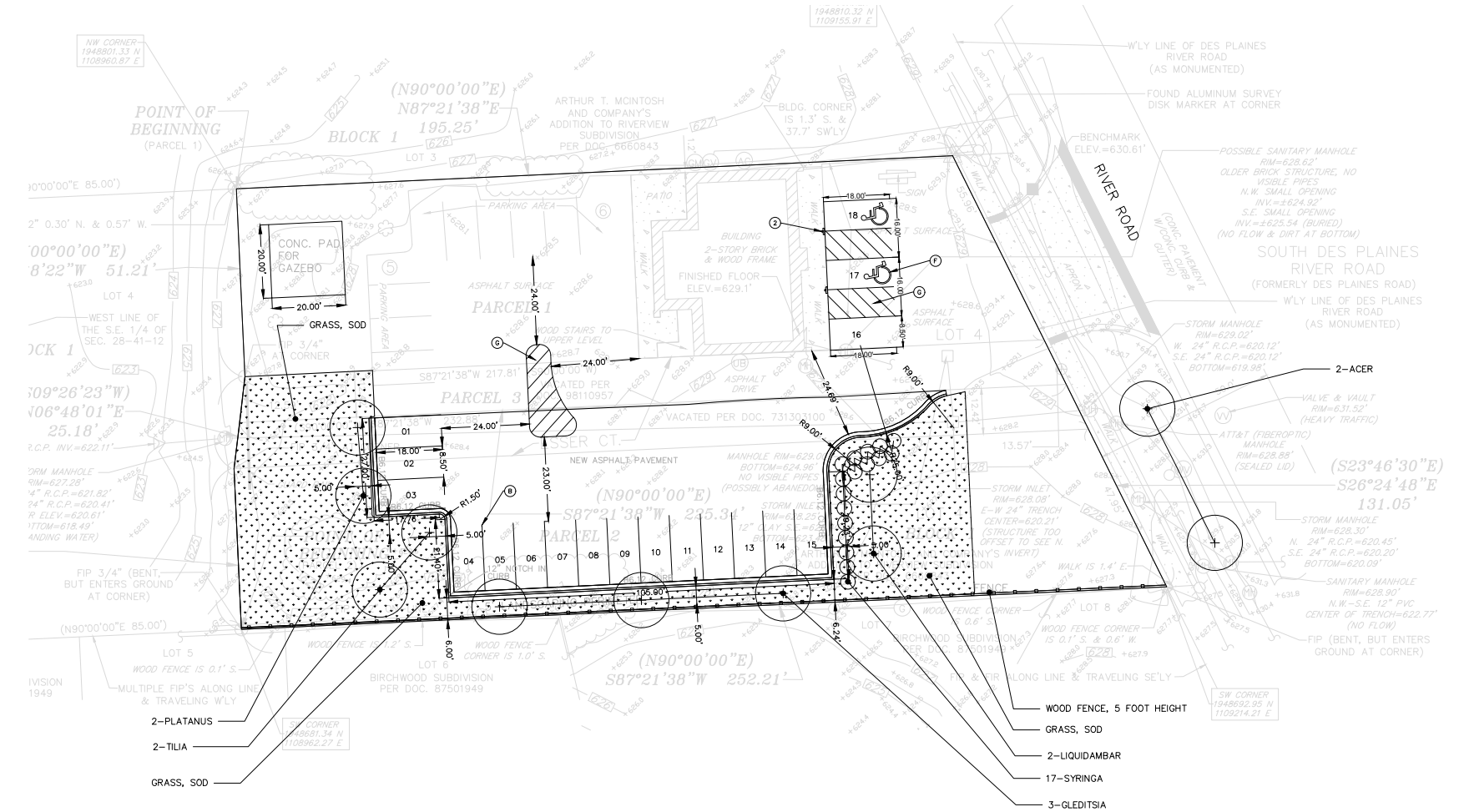
**GEOMETRIC PLAN**

**PARKING LOT EXPANSION FOR EXISTING BUILDING**  
2064 S. RIVER ROAD, DES PLAINES, IL 60018

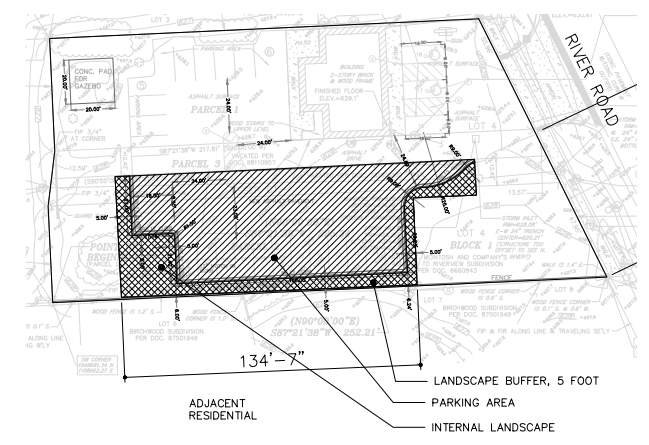
NOT FOR CONSTRUCTION

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PROJECT NUMBER: 21252  
START DATE: SEP. 13, 2021  
GRAPHIC SCALE: 1" = 20'-0"  
SCALE: 1" = 20'-0"  
SHEET NUMBER: 5 OF 6



Parkway Tree Calculation				Perimeter Parking Lot Landscaping			
Location	Length	Requirement (1 Tree/40 LF)	Existing Trees	Proposed Trees	Location	Length of Parking	Requirement LF
River Road	73	2	0	2	East to RCM	73	2
					South to Residential	135	3
<b>Parking Lot Landscaping</b> Number of accessible parking spaces: 2 Total area of parking lot: 7911 Required Landscaping: 396 Proposed Landscaping: 1837 Trees required per 100 SF of Parking Lot Landscaping: 4							



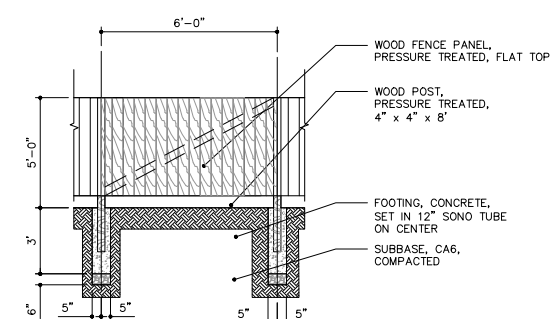
**LANDSCAPE PLAN**  
 SCALE: 1" = 20'-0"  
 0 20' 40' 80' NORTH

**LANDSCAPE CALCULATIONS**  
 SCALE: 1" = 40'-0"  
 0 40' 80' 160' NORTH

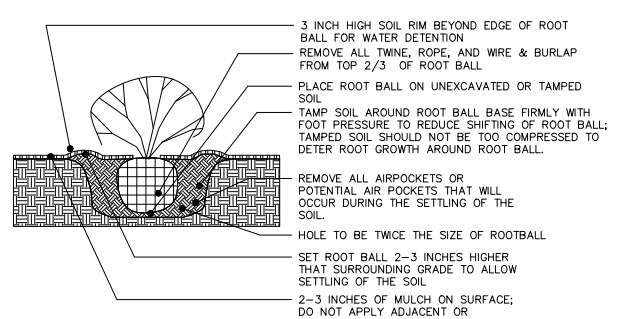
- GENERAL NOTES:**
- PREPARE ALL LANDSCAPE BEDS PRIOR TO INSTALLATION. THIS INCLUDES REMOVING ANY DEBRIS OR PREVIOUS PLANTING NOT IDENTIFIED IN THE LANDSCAPE PLAN. REMOVE ALL ROOTS AND FOREIGN MATERIAL.
  - SOIL SHALL BE AMENDED TO A GARDEN MIX OR SIMILAR MATERIAL. THIS MAY REQUIRE AMENDMENTS SUCH AS COMPOST.
  - MULCH ALL LANDSCAPE BEDS WITH SHREDDED HARDWOOD MULCH WITHOUT ANY DYES. PLACE 2-3 INCHES IN DEPTH AND CLEAR AWAY FROM ROOTS OR BRANCHES.
  - ALL MATERIALS ARE REQUIRED TO MEET THE SIZES AND SPECIFICATIONS OF THE SHEET. IN THE EVENT OF A DISCREPANCY IN SIZE, A LARGER SIZE WILL NEED TO BE INSTALLED. CONTACT OWNER OR OWNER'S REPRESENTATIVE FOR APPROVAL AND POSSIBLE COORDINATION WITH CITY INSPECTOR.

Botanical Name	Common Name	Quantity	Size	Condition	Notes
<b>Trees</b>					
<i>Acer freemanii</i> 'Armstrong'	Armstrong Red Maple	2	2-1/2" caliper	B&B	single stem
<i>Gleditsia triacanthos</i> var. <i>inermis</i>	Honeylocust	3	2-1/2" caliper	B&B	single stem
<i>Liquidambar styraciflua</i>	Sweetgum	2	2-1/2" caliper	B&B	single stem
<i>Platanus occidentalis</i>	Sycamore	2	2-1/2" caliper	B&B	single stem
<i>Tilia americana</i>	American Linden	2	2-1/2" caliper	B&B	single stem
<b>Shrubs</b>					
<i>Syringa meyeri</i> 'Paladin'	Dwarf Korean Lilac	17	24" height min.	B&B	Maintain hedge at a 4 foot height

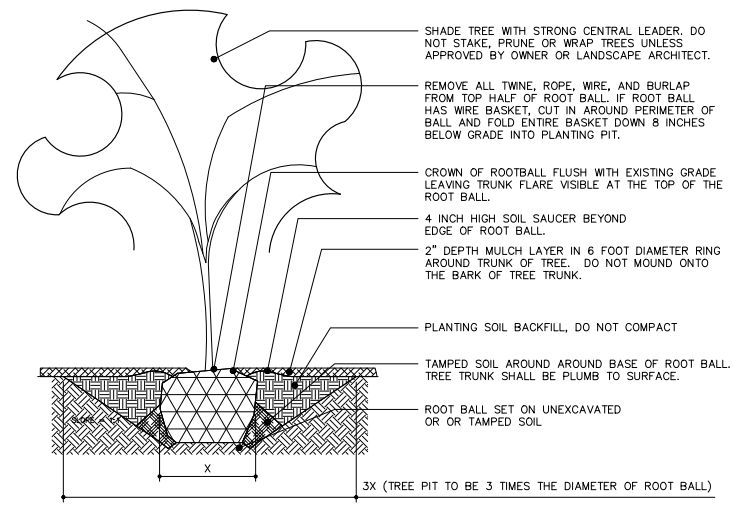
**PLANT SCHEDULE**



**WOOD FENCE, 5 FOOT HT.**  
 SCALE: NTS

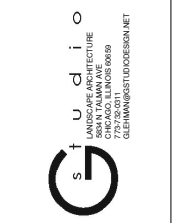


**SHRUB PLANTING DETAIL**  
 SCALE: 1/4" = 1'-0"



**TREE PLANTING DETAIL**  
 SCALE: 1/4" = 1'-0"

DATE	REVISIONS	ISSUE	PROJECT STAFF
03/22		1	PROJECT MANAGER: G. LEHMAN, P.E. ENGINEER: G. LEHMAN, P.E. TECHNICIAN:



**LANDSCAPE PLANS**  
 2064 S. River Road  
 Des Plaines, Illinois

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 PROJECT NO.: 22004  
 ISSUE DATE: MAR. 27, 2022  
 SCALE: SEE DRAWING  
 SHEET NUMBER  
 L1

**EXHIBIT D**

**UNCONDITIONAL AGREEMENT AND CONSENT**

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

**WHEREAS**, the Social Club of Chicago ("**Petitioner**") applied to the City of Des Plaines for a conditional use permit to allow for the operation of a Commercially Zoned Assembly Use ("**Conditional Use Permit**") on that certain property commonly known as 2064 S. River Road, Des Plaines, Illinois ("**Subject Property**") pursuant to Section 12-7-3.F.3 and 12-7-3.K of the City of Des Plaines Zoning Ordinance of 1998, as amended; and

**WHEREAS**, Ordinance No. Z-34-22 adopted by the City Council of the City of Des Plaines on \_\_\_\_\_, 2022 ("**Ordinance**"), grants approval of the Conditional Use Permit, subject to certain conditions; and

**WHEREAS**, the Petitioner desires to evidence to the City its unconditional agreement and consent to accept and abide by each of the terms, conditions, and limitations set forth in said Ordinance, and its consent to recording the Ordinance and this Unconditional Agreement and Consent against the Subject Property;

**NOW, THEREFORE**, the Petitioner and the Owner do hereby agree and covenant as follows:

1. Petitioner hereby unconditionally agrees to accept, consent to and abide by all of the terms, conditions, restrictions, and provisions of that certain Ordinance No. Z-34-22, adopted by the City Council on \_\_\_\_\_, 2022.
2. Petitioner acknowledges and agrees that the City is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the City's review and approval of any plans for the Subject Property, or the issuance of any permits for the use and development of the Subject Property, and that the City's review and approval of any such plans and issuance of any such permits does not, and shall not, in any way, be deemed to insure Petitioner against damage or injury of any kind and at any time.
3. Petitioner acknowledges that the public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the procedures required by Section 12-4-7 of the City's Zoning Ordinance are followed.
4. Petitioner agrees to and do hereby hold harmless and indemnify the City, the City's corporate authorities, and all City elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may,

at any time, be asserted against any of such parties in connection with (a) the City's review and approval of any plans and issuance of any permits, (b) the procedures followed in connection with the adoption of the Ordinance, (c) the development, construction, maintenance, and use of the Subject Property, and (d) the performance by Petitioner of its obligations under this Unconditional Agreement and Consent.

- 5. Petitioner hereby agrees to pay all expenses incurred by the City in defending itself with regard to any and all of the claims mentioned in this Unconditional Agreement and Consent. These expenses shall include all out-of-pocket expenses, such as attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employees of the City.

ATTEST:

**CHICAGO SOCIAL CLUB**

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

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

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

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

**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF DES PLAINES, ILLINOIS HELD IN THE ELEANOR ROHRBACH MEMORIAL COUNCIL CHAMBERS, DES PLAINES CIVIC CENTER, MONDAY, NOVEMBER 21, 2022**

**CALL TO ORDER**

The regular meeting of the City Council of the City of Des Plaines, Illinois, was called to order by Mayor Goczkowski at 7:00 p.m. in the Eleanor Rohrbach Memorial Council Chambers, Des Plaines Civic Center on Monday, November 21, 2022.

**ROLL CALL**

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

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

**MINUTES OF THE PUBLIC HEARINGS HELD IN THE ELEANOR ROHRBACH MEMORIAL COUNCIL CHAMBERS DES PLAINES CIVIC CENTER, MONDAY, NOVEMBER 21, 2022**

**PUBLIC HEARING/ CONSIDER LEVYING TAXES FOR THE CITY FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2022 & ENDING DECEMBER 31, 2022 Ordinance M-36-22**

Mayor Goczkowski called the Public Hearing for reconsideration of Ordinance M-36-22, an ordinance levying taxes for the city of Des Plaines, Cook County, Illinois for the fiscal year beginning January 1, 2022 and ending December 31, 2022, to order at 7:01 p.m.

Assistant City Manager/Director of Finance Wisniewski reviewed a memorandum dated November 9, 2022.

The Illinois Truth in Taxation Act (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 the City failed to comply with this specific notice and hearing provisions.

Presented for City Council approval was the 2022 Tax Levy representing a 2.91% decrease from the 2021 Property Tax Extension. Section 18-15 of the Illinois Property Tax Code requires that the City adopt a tax levy ordinance and file it with the County Clerk's office by the last Tuesday in December (Tuesday, December 27 for 2022).

The 2022 Tax Levy is scheduled for first reading on November 21st (in conjunction with the public hearing on the Tax Levy) and second reading on December 5th.

The 2022 Tax Levy, which includes the general (corporate) fund, police and fire pension funds, public library fund, and bond & interest (debt service) fund, totals \$30,589,150. This represents a decrease of \$917,675 or -2.91% from the 2021 Property Tax Extension.

Staff recommended the City Council formally adopt the 2022 Property Tax Levy Ordinance.

Moved by Zadrozny, seconded by Oskerka, to Approve the Ordinance M-36-22, AN ORDINANCE LEVYING TAXES FOR THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2022 AND ENDING DECEMBER 31, 2022.

Upon roll call, the vote was:

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

NAYS: 0 - None

ABSENT: 1 - Brookman

Motion declared carried.

Mayor Goczkowski adjourned the Public Hearing at 7:03 p.m.

### **ALDERMAN ANNOUNCEMENTS**

Alderman Moylan wished everyone a Happy Thanksgiving.

Alderman Oskerka mentioned registration is still open for Forest School's annual Turkey Trot on Thanksgiving Day at the Beacon Tap.

Alderman Zadrozny thanked everyone who attended his ward meeting, and thanked the city officials and staff who attended. He also wished everyone a Happy Thanksgiving.

Alderman Chester wished everyone a Happy Thanksgiving.

Alderman Smith stated Empty Bowls is having their annual event at Oakton Community College on Saturday, December 3, 2022 from 10:30 a.m. to 3:00 p.m. with proceeds benefiting six local pantries. She also wished everyone a Happy Thanksgiving.

Alderman Ebrahimi wished everyone a Happy Thanksgiving.

### **MAYORAL ANNOUNCEMENTS**

Mayor Goczkowski mentioned that last weekend American Legion Post 36 distributed Thanksgiving meals at Sam's Club to individuals in need; he stated it was a great event and thanked the veterans for all of the great work they do.

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

Upon roll call, the vote was:

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

NAYS: 0 - None

ABSENT: 1 - Brookman

Motion declared carried.

**CONSENT AGENDA**

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

Upon voice vote, the vote was:

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

NAYS: 0 - None

ABSENT: 1 - Brookman

Motion declared carried.

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

Upon roll call, the vote was:

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

NAYS: 0 - None

ABSENT: 1 - Brookman

Motion declared carried.

Appointments were approved; Minutes were approved; Ordinances M-31-22, M-32-22, M-33-22, M-34-22 were adopted; Resolutions R-173-22, R-180-22, R-181-22, R-182-22, R-183-22, R-184-22, R-185-22, R-189-22, R-190-22, R-191-22 were adopted.

**AUTH EXPEND OF FUNDS/ SW MAINT SVCS/ TYLER TECH**

**Consent Agenda**

Moved by Oskerka, seconded by Smith, to Approve Resolution R-180-22, A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS UNDER A SOFTWARE MAINTENANCE AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR SOFTWARE MAINTENANCE SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-180-22**

**AUTH PROC/ ROCK SALT/ COMP MINLS AMERICA**

**Consent Agenda**

Moved by Oskerka, seconded by Smith, to Approve Resolution R-181-22, A RESOLUTION AUTHORIZING THE PROCUREMENT OF ROCK SALT FROM COMPASS MINERALS AMERICA, INC. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-181-22**

**APPROVE CHG ORD NO 3 & 4/ AIR HDLG REPLC/ OAK BROOK MECH SVCS**

**Consent Agenda**

Moved by Oskerka, seconded by Smith, to Approve Resolution R-182-22, A RESOLUTION APPROVING CHANGE ORDERS NO. 3 AND 4 TO THE AGREEMENT WITH OAK BROOK MECHANICAL SERVICES, INC. FOR THE CITY HALL AIR HANDLING UNIT REPLACEMENT PROJECT. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-182-22**



**AUTH PURCH/  
PAVE PREVENT  
MAINT UNIT/  
SOURCEWELL**  
Consent Agenda

Moved by Oskerka, seconded by Smith, to Approve Resolution R-183-22, A RESOLUTION AUTHORIZING THE PURCHASE OF A PAVEMENT PREVENTATIVE MAINTENANCE UNIT FROM ALTA EQUIPMENT COMPANY THROUGH SOURCEWELL. Motion declared carried as approved unanimously under Consent Agenda.

Resolution  
R-183-22

**APPROVE AGRMT/  
PW RESTOR &  
PLANT/ T&T LS  
CONSTR**  
Consent Agenda

Moved by Oskerka, seconded by Smith, to Approve Resolution R-184-22, A RESOLUTION APPROVING AN AGREEMENT WITH T AND T LANDSCAPE CONSTRUCTION, INC. FOR PARKWAY RESTORATION AND PLANTING WITH INSTALLATION SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

Resolution  
R-184-22

**APPROVE AGRMT/  
UG STOR TANK/  
PETRO TECH  
EQUIP**  
Consent Agenda

Moved by Oskerka, seconded by Smith, to Approve Resolution R-185-22, A RESOLUTION APPROVING AN AGREEMENT WITH PETROLEUM TECHNOLOGIES EQUIPMENT, INC FOR THE CITY HALL UNDERGROUND STORAGE TANK REMOVAL AND REPLACEMENT PROJECT. Motion declared carried as approved unanimously under Consent Agenda.

Resolution  
R-185-22

**AUTH EXPEND OF  
FUNDS/ ADD LIC/  
DELL & MS**  
Consent Agenda

Moved by Oskerka, seconded by Smith, to Approve Resolution R-189-22, A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS UNDER AGREEMENTS WITH DELL MARKETING L.P. AND MICROSOFT CORPORATION FOR ADDITIONAL LICENSES. Motion declared carried as approved unanimously under Consent Agenda.

Resolution  
R-189-22

**REJECT ALL BIDS/  
HVAC MAINT &  
REPAIR SVCS**  
Consent Agenda

Moved by Oskerka, seconded by Smith, to Approve Resolution R-190-22, A RESOLUTION REJECTING ALL BIDS FOR HVAC MAINTENANCE AND REPAIR SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

Resolution  
R-190-22

**APPROVE PURCH/  
FIRE PERS PROMO  
TEST SVCS/ IFCA**  
Consent Agenda

Moved by Oskerka, seconded by Smith, to Approve Resolution R-191-22, A RESOLUTION APPROVING THE PURCHASE OF FIRE PERSONNEL PROMOTIONAL TESTING SERVICES FROM THE ILLINOIS FIRE CHIEFS ASSOCIATION. Motion declared carried as approved unanimously under Consent Agenda.

Resolution  
R-191-22

**SECOND READING/  
ORDINANCE  
M-31-22**  
Consent Agenda

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

**SECOND READING/  
ORDINANCE  
M-32-22**  
Consent Agenda

Moved by Oskerka, seconded by Smith, to Approve Ordinance M-32-22, AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE 2022 TAX LEVY FOR THE 2018 GENERAL OBLIGATION REFUNDING BONDS SERIES 2018. Motion declared carried as approved unanimously under Consent Agenda.

**SECOND READING/  
ORDINANCE  
M-33-22**  
Consent Agenda

Moved by Oskerka, seconded by Smith, to Approve Ordinance M-33-22, AN ORDINANCE LEVYING TAXES FOR SPECIAL SERVICE AREA NO. 15 OF THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS. Motion declared carried as approved unanimously under Consent Agenda.

**SECOND READING/  
ORDINANCE  
M-34-22**  
Consent Agenda

Moved by Oskerka, seconded by Smith, to Approve Ordinance M-34-22, AN ORDINANCE TERMINATING EXPIRED SPECIAL SERVICE AREAS 9, 10 AND 14. Motion declared carried as approved unanimously under Consent Agenda.

**APPROVE  
APPOINTMENT**

Moved by Oskerka, seconded by Smith, to Approve Appointment from November 7, 2022 of Don Smith to the Fire Pension Board, Term to Expire 11/21/25. Motion declared carried as approved unanimously under Consent Agenda.

**APPROVE  
APPOINTMENT**

Moved by Oskerka, seconded by Smith, to Approve Appointment from November 7, 2022 of Kristy Garceau to the Board of Fire & Police Commissioners, Term to Expire 11/21/25. Motion declared carried as approved unanimously under Consent Agenda.

**APPROVE AMD/  
ELGIN O'HARE  
WESTERN PROJ/  
CCDOH**

Moved by Oskerka, seconded by Smith, to Approve Resolution R-173-22, A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT WITH THE COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS FOR IMPROVEMENTS ASSOCIATED WITH THE ELGIN O'HARE WESTERN ACCESS PROJECT. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-173-22**

**APPROVE  
MINUTES**  
Consent Agenda

Moved by Oskerka, seconded by Smith, to Approve the Minutes of the City Council meeting of November 7, 2022, as published. Motion declared carried as approved unanimously under Consent Agenda.

**APPROVE  
MINUTES**  
Consent Agenda

Moved by Oskerka, seconded by Smith, to Approve the Closed Session Minutes of the City Council meeting of November 7, 2022, as published. Motion declared carried as approved unanimously under Consent Agenda.

**NEW BUSINESS**

**FINANCE & ADMINISTRATION** – Alderman Zadrozny, Chair

**WARRANT  
REGISTER**

Alderman Zadrozny presented the Warrant Register.

**Resolution  
R-186-22**

Moved by Zadrozny, seconded by Chester, to Approve the Warrant Register of November 21, 2022 in the Amount of \$5,526,004.84 and Approve Resolution R-186-22.

Upon roll call, the vote was:

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

NAYS: 0 - None

ABSENT: 1 - Brookman

Motion declared carried.

**CONSIDER AMEND  
THE CITY CODE &  
CITY PURCH  
POLICY RE THE  
CITY MANAGER  
PURCH AUTH**

**Ordinance  
M-37-22**

Assistant City Manager/Director of Finance Wisniewski reviewed a memorandum dated November 9, 2022.

For the City Council to consider approving amendments to Chapter VII – “Purchasing” of the City of Des Plaines Financial Policy and Procedure Manual.

The current Purchasing Policy was last updated on April 6, 2015. The proposed Purchasing Policy for the City of Des Plaines includes suggested revisions to increase the approval threshold from \$20,000 to \$25,000.

Staff analyzed the City’s existing threshold of \$20,000 for purchasing to evaluate an increase to the threshold. Staff compared the City’s current threshold to (1) the state statutory authority limit, (2) surrounding municipalities’, (3) the average rate of inflation according to the Consumer Price Index (CPI), and (4) all existing contract expenditures between \$20,000 and \$25,000.

Staff recommended that the City Council adopt the revised Chapter VII – “Purchasing” of the City of Des Plaines Financial Policy and Procedure Manual and approve Ordinance M-37-22 which amends the purchasing threshold from \$20,000 to \$25,000.

Moved by Zadrozny, seconded by Oskerka, to Approve the Ordinance M-37-22, AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF DES PLAINES AND THE CITY PURCHASING POLICY REGARDING THE CITY MANAGER PURCHASING AUTHORITY.

Upon voice vote, the vote was:

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

NAYS: 0 - None

ABSENT: 1 - Brookman

Motion declared carried.

**COMMUNITY DEVELOPMENT** - Alderman Chester, Chair

**CONSIDER  
APPROVING A  
CONDITIONAL USE  
PERMIT TO  
OPERATE A  
COMMERCIALY  
ZONED USE AT  
2064 S. RIVER RD**

**Ordinance  
Z-34-22**

Director of Community & Economic Development Carlisle reviewed a memorandum dated October 28, 2022.

The petitioner and property owner, Binu Simon of the Social Club of Chicago, is proposing a conditional use to allow a commercially zoned assembly use at 2064 South River Road. The property is one zoning lot but consists of three parcels and contains a two-story, 2,355-square-foot building and a surface parking lot with 15 off-street parking spaces.

The previously approved conditional use permit allowed for the use of the entire building/property for an assembly use—and, in fact, necessitated that “Any expansion for any other proposed use or Activities shall require the Owner or Applicant to obtain an amendment to the Conditional Use Permit.” The petitioner has stated rental of space on the first floor is necessary to financially support the Social Club of Chicago organization. The intent of this new proposed conditional use permit is to clarify what uses are permitted at this property and expand the allowable uses to include office space on the first floor. Note the site is currently unable to operate as the previously approved conditional use because the parking lot was not expanded in the time frame specified in the conditions of approval.

The proposed floor plan of the building includes meeting areas and offices for the assembly use on the second floor and a proposed area for two tenants unassociated with the Social Club of Chicago on the first floor. The club activities are unchanged from the previous Conditional

Use Permit, including monthly meetings to go over upcoming charitable events; to discuss official club business; and to play cards, board games, and other recreational games.

A prospective tenant for half of the first floor is Level Motors. The company describes itself as an online motor vehicle sales company that sells used cars directly from owners to dealerships; however, this property will not be directly used to sell or display vehicles but will be used as an office space. Most vehicles are picked up directly from the seller and taken to a dealership; however, some vehicles will be dropped off and taken to the dealership by an employee within 24 hours. According to the petitioner, no tow trucks or car carrier trailers will be used to transport vehicles in and out of this location. Due to the lack of motor vehicle display/sales on site, this use is classified as an office use and on its own would not require a conditional use permit. However, to co-occupy the property with a commercially zoned assembly, conditional use approval is required.

The petitioner and the proposed tenant do not have any plans to alter the interior or exterior of the building. A second tenant for the first floor would be determined at a later date, and whether the use is possible – permitted use, conditional use, or not allowed at all – in the C-3 zoning district would be determined at that time. All uses would have their own off-street parking requirements, and the parking lot on site would need to provide sufficient parking for all uses, unless a variation were approved.

Commercially zoned assembly uses for membership organizations are required to provide one space for every 200 square feet of gross activity area. The proposed office use for Level Motors would require one space for every 250 square feet gross floor area. The definition of “floor area” in Section 12-13-3 allows certain spaces such as restrooms, mechanical rooms, hallways, and up to 10 percent of storage areas to be excluded.

A total of 12 spaces with one (1) accessible space are required for these uses, per code requirements. During the previous conditional use process in 2019, 30 spaces, including two (2) accessible spaces, were required to meet the anticipated parking demand. The justification for this additional parking was based off a parking study completed for the previous location of the Social Club of Chicago at 9660 Golf Road. The study indicated the club generated greater demand than code requirements, with up to twenty-two spaces occupied by club attendees.

Since the COVID-19 pandemic, the petitioner states in the project narrative that in-person membership has been drastically reduced, with 15-20 members attending in person and other members attending virtually. However, the PZB and City Council may wish to ask the petitioner to clarify if there is virtual participation for all activities or if business meetings are different than truly social functions in the format of participation. Hours of operation are not anticipated to overlap for the assembly use and the office uses. Level Motors intends to operate M-F from 8 a.m. to 5 p.m. and Saturday 9 a.m. to 2 p.m. The Social Club of Chicago will meet monthly from 5 p.m. to 9 p.m. and any other activities occur after business hours for the office spaces. With the anticipated five (5) employees during business hours for Level Motors and the maximum anticipated attendance of 20 people for the Social Club of Chicago, parking demand should be satisfied with this location, provided the parking lot is expanded.

The parking lot is proposed to be expanded to include 30 total spaces, including two accessible spaces. A condition of approval for the previous conditional use was to expand the parking lot to provide fifteen (15) additional spaces within two years of the approval of Ord. Z-7-19, which set a deadline of May 20, 2021. The petitioner did not expand the parking lot by this deadline. However, they have submitted a building permit for construction of the parking lot. Due to the location of the property in the floodplain, additional engineering requirements and approvals have been necessary to meet local and federal regulations. Final issuance of city building

permits for the parking area is dependent on the approval of plans by the Metropolitan Water Reclamation District; the petitioner is currently awaiting this approval.

The parking lot will be required to meet specific standards since this property abuts a residential zoning district. Any lighting included with the parking lot may not exceed 0.1 foot-candles, and lighting fixtures are required to be shaded to avoid casting direct light to any abutting residential districts. Landscaping is to be provided along and within the new parking lot perimeter.

The PZB recommended (5-0) that the City Council approve the proposed conditional use with two modifications from the staff's recommended conditions.

Conditions of Approval:

1. The second story of the Subject Property shall only be used as a Commercially Zoned Assembly Use for the following activities:
  - a. Community services;
  - b. Recreational activities and social activities that comply with all applicable codes;
  - c. Charitable events; and
  - d. Office uses directly related to the Petitioner (collectively, the "Activities").
2. The first story of the Subject Property shall only be used for uses approved for C-3 Zoning Districts and any new uses must comply with the collective parking requirement set forth in the Zoning Ordinance for all of the uses on the Subject Property.
3. Any expansion or increase in intensity of the Activities shall require the Owner or Applicant to obtain an amendment to the Conditional Use Permit.
4. The Subject Property shall only be used for the Activities during the following times:
  - a. 6 pm to 9 pm Monday through Thursday, and 6pm to 10 pm Friday, Saturday, and Sunday for assembly uses;
  - b. 8 am to 5 pm for hours of the office use; and
  - c. Any deviation from the hours set forth in this Section must be approved by the Director of Community and Economic Development.
5. The Petitioner must add a minimum of 15 parking spaces to the Property to accommodate peak parking demand periods in substantial accordance with the Parking Lot Expansion Plans prepared by Bono Consulting, Inc., consisting of three sheets, with a latest revision date of April 12, 2022, a copy of which was made a part of this Ordinance as Exhibit C, before a certificate of occupancy or business registration would be issued for either the social club or office use.
6. All non-accessory uses, trailers, or other stored items, on the Subject Property must be removed within 90 days of the approval date of this Ordinance
7. The Activities and the Subject Property must comply at all times with the maximum occupancy load prescribed by the Fire Protection Department.
8. All food service preparation for any participant in the Activities must come from a commercial grade kitchen.
9. No motor vehicles in the process of being sold or awaiting transport to a purchaser may be located on the Subject Property for more than twenty-four hours. No towing vehicles or car carriers may be parked on the Subject Property or used on a regular basis to complete regular business practices of any auto-sales-related entity located on the Subject Property.

Peter Matthew, a representative and former president of the Social Club of Chicago, spoke on behalf of the petitioner.

Moved by Chester, seconded by Lysakowski, to Approve the Ordinance Z-34-22, AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT TO OPERATE A COMMERCIALY ZONED ASSEMBLY USE AT 2064 S. RIVER ROAD, DES PLAINES, ILLINOIS. (Case # 22-044-CU).

Upon voice vote, the vote was:

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

NAYS: 0 - None

ABSENT: 1 - Brookman

Motion declared carried.

**CONSIDER**  
**APPROVING A**  
**CONDITIONAL USE**  
**PERMIT ALLOW**  
**EMB AT 780 LEE ST**  
**Ordinance**  
**Z-35-22**

Director of Community & Economic Development Carlisle reviewed a memorandum dated November 1, 2022.

The petitioner, Dr. Victor Grandinetti, is requesting a conditional use to allow for an EMB sign on a property in the C-5 Central Business District at 780 Lee Street. This property contains a two-story, 6,643-square-foot brick building set back roughly 11 feet from Lee Street with a surface parking lot. The subject property is accessed by two one-way drive aisles off Lee Street and an alley located directly west of the subject property. There is currently a wall sign on the building’s east elevation facing Lee Street, but no freestanding signs currently exist on the site.

The petitioner is requesting a new pole sign with an EMB component to be positioned in the south landscape area located directly east of the building and facing south. The proposed EMB pole sign contains an approximate 18.31-square-foot circular portion, 2.16 feet tall by 5.25 feet wide static rectangular portion, and 5.77 feet tall by 5.25 feet wide EMB portion. The Zoning Ordinance allows for pole and monument signs to include one EMB sign component so long as this component does not exceed 50 percent of the total sign area. As the EMB component yields 30.32 square feet and the total proposed sign area is 68.16 square feet, this code requirement is met. The petitioner is also proposing to install a 3-foot-wide landscape bed around the base of the new pole sign as required by the zoning ordinance. However, pursuant to Section 12-11-5.G of the Zoning Ordinance, any proposed EMB sign must obtain a conditional use permit. The EMB component of the proposed pole sign requires the petitioner to request the conditional use.

The PZB recommended (4-1) that the City Council approve the Conditional Use request with the two conditions recommended by staff.

Conditions of Approval:

1. That all appropriate building permit documents and details are submitted as necessary for the proposed pole sign. All permit documents shall be sealed and signed by a design professional licensed in the State of Illinois and must comply with all City of Des Plaines building codes.
2. The pole sign is designed, positioned, and utilized to meet all applicable City of Des Plaines codes.

Moved by Chester, seconded by Moylan, to Approve the Ordinance Z-35-22, AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT TO ALLOW AN ELECTRONIC MESSAGE BOARD SIGN IN THE C-5 CENTRAL BUSINESS DISTRICT AT 780 LEE STREET, DES PLAINES, ILLINOIS (Case #22- 040-CU).

Upon voice vote, the vote was:

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

NAYS: 0 - None

ABSENT: 1 - Brookman

Motion declared carried.

Advanced to second reading by Moylan, seconded by Chester, to Adopt the Ordinance Z-35-22, AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT TO ALLOW AN ELECTRONIC MESSAGE BOARD SIGN IN THE C-5 CENTRAL BUSINESS DISTRICT AT 780 LEE STREET, DES PLAINES, ILLINOIS (Case #22- 040-CU).

Upon roll call, the vote was:

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

NAYS: 0 - None

ABSENT: 1 - Brookman

Motion declared carried.

**CONSIDER**  
**APPROVING A**  
**FINAL PLAT OF**  
**SUBDIVISION**  
**LOCATED AT**  
**1353 LEE ST**  
**Resolution**  
**R-187-22**

Director of Community & Economic Development Carlisle reviewed a memorandum dated November 1, 2022.

The petitioner, Hall Property Group, LLC, is requesting a Tentative and Final Plat of Subdivision, named Des Plaines Plaza II, for the property located at 1353 Lee Street. The subject property is 66,714 square feet (1.53 acres) and is comprised of one lot, which is currently vacant and unimproved.

The petitioner is proposing to subdivide the existing lot into two lots of record to construct two separate commercial buildings, one on each proposed lot. The first building, proposed on the northern lot (Lot 1) and would be imminently built. It is envisioned as a single-tenant commercial retail building. The construction of the second building is not imminent, so the lot (Lot 2) is reserved for construction at a later date, with a development-ready pad to be installed. The two lots would share a collective parking lot, and the lot boundaries would not divide any parking stalls or create substandard drive aisles. The length and width dimensions vary for the proposed lots due to their slightly irregular shape:

- Lot 1, the smallest of the two proposed lots, measures 77 feet in width at the street and totals 21,492 square feet in area; and
- Lot 2 measures 158 feet in width at the street and totals 42,957 square feet in area.

There are no lot width or lot area minimums for properties located within a commercial district. However, both lots front Lee Street and meet the minimum lot depth requirements in the Subdivision Regulations. The proposed lots will both be accessed from a service driveway located directly south of the subject property, which is shared by the shopping center directly south and the grocery store directly east of the subject property. Specifically, the proposed Lot 1 will require access through the proposed Lot 2 to connect it to the service drive.

Although construction of the second building is not imminent, the petitioner intends to provide necessary off-street parking areas for both lots, including the future parking for the second building along the perimeter of Lot 2.

The petitioner’s Final Plat of Des Plaines Plaza II Subdivision shows the subdivision of the existing lot into two lots with the following easements: (i) an existing ten-foot drainage easement between the subject property’s east property line and the Aldi property’s west property line; (ii) an existing 15.5-foot ingress, egress, and public utility easement along the south property line of the subject property (south line of proposed Lot 2); and (iii) a temporary construction easement along the west property line of the subject property. There is also an 80-foot-wide no build area as measured from the northern edge of the service drive into the subject property. This area is designed to comply with a private restrictive covenant intended to ensure the Aldi building is visible from Lee Street.

Per the C-3 Zoning District bulk requirements, a five-foot building setback line is required for the front yard (along Lee Street), the rear yard (abutting Aldi), and the south property line (along the service drive). There is no required setback off the north (side) property line, as it

is not adjacent to residential, nor does it abut a street or alley. The Final Engineering Plans have been approved pending the approval of the Metropolitan Water Reclamation District (MWRD) permit.

Between the PZB review and this Council review, the petitioner has revised plans with direction from staff to shift the proposed building north to add a loading space appropriate for semi-truck deliveries, which would occur biweekly for the proposed use of the building on Lot 1.

The PZB voted 4-0 to approve the Tentative Plat of Subdivision and recommended (4-0) that the City Council approve the Final Plat with the proposed staff condition as well as an added condition.

Conditions of Approval:

1. Prior to signatures and recording, all easement and drawing language and labels on the Final Plat of Subdivision and Final Engineering drawings shall be clear and aligned with the site plan.
2. PZB-Added Condition: The petitioner shall work with the property owner of 1325 Lee Street to discuss and address the traffic flow and delivery concerns expressed. Note: In staff’s opinion, this condition as intended by the PZB has been met.

Lawrence Freeman, attorney representing the petitioner, and Eric Smith with KMA & Associates Inc Architects, spoke on behalf of the petitioner.

Moved by Chester, seconded by Lysakowski, to Approve the Resolution R-187-22, A RESOLUTION APPROVING A FINAL PLAT OF SUBDIVISION FOR THE DES PLAINES PLAZA II SUBDIVISION LOCATED AT 1353 LEE STREET, DES PLAINES, ILLINOIS.

Upon roll call, the vote was:

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

NAYS: 0 - None

ABSENT: 1 - Brookman

Motion declared carried.

**CONSIDER**  
**AMENDING SEC 12-**  
**11-5 & 12-11-6 OF**  
**ZONING**  
**ORDINANCE**  
**REGARDING**  
**BILLBOARD SIGNS**  
**IN THE C-6 CASINO**  
**DISTRICT**  
**Ordinance**  
**Z-36-22**

Director of Community & Economic Development Carlisle reviewed a memorandum dated November 3, 2022.

The existing two-sided static billboard located northwest of the office building at 2500 Devon Avenue is proposed to be removed, and a new three-sided billboard would be erected directly in between the office building and the west drive aisle off Devon Avenue (south of the existing billboard location). The proposed billboard and new location will be located on its own parcel and lot. The proposed three-sided billboard will have up to two, 1,200-square-foot digital faces (one facing north and the other facing south) and one 600-square-foot static face directed to the east.

Several text amendments to various sections of the Zoning Ordinance related to billboard signage are necessary. Currently, billboard signs are permitted only in certain districts within a certain proximity to the I-90 and I-294 toll roads and are limited in number to 12 citywide. As of 2005, Ordinance Z-24-05 allocated the final billboard permit for the city, preventing new billboard permits from being approved. The existing billboard structure located on the subject properties is not one of the billboards with a citywide permit—its existence predates the current billboard-permit framework—and is therefore non-conforming pursuant to Section 12-11-10 of the Zoning Ordinance. The petitioner intends to remove this existing billboard in its entirety and construct a new billboard in a different location than the existing.



*Allowing Billboards in C-6 District*

The Zoning Ordinance currently permits billboards in the C-1, C-2, C-3, M-1, M-2, and I-1 districts but does not have an allowance for billboards in the C-6 district. As such, the petitioner is proposing to amend Section 12- 11-6.B under Billboards to add the C-6 district as one which can allow a billboard sign. All citywide billboard permits have been issued for the city as a whole. Consequently, for purposes of this project, the petitioner is also looking to amend Section 12-11-6.B under Billboards to add a special allowance for the C-6 district for one billboard sign—pursuant to Section 12-11-3.C.3—separate from the existing allowance of billboard permits for the rest of the city.

*Allowing New Billboards with EMB Panels*

The above amendments would create the necessary allowance to permit the construction of a static billboard sign in the C-6 district for the proposed Lot 2. However, the petitioner is requesting a new billboard sign with electronic message board (EMB) panels as an initial installation. While Section 12-11-5.H of the Zoning Ordinance allows for the conversion of an existing static billboard to an electronic message board (EMB) billboard, there is currently no allowance for a new billboard with EMB panels. As such, the petitioner is requesting to modify Section 12-11-5.H to allow a new EMB billboard pursuant to standards and regulations for billboards generally and the EMB billboard standards in Section 12-11-6.B under Billboards.

*Allowing a Three-Sided Billboard*

The Zoning Ordinance currently allows no more than a double-faced billboard sign with each face not exceeding 1,200 square feet and the total sign area not exceeding 2,400 square feet. However, the petitioner is proposing a three-sided billboard as part of this project. As a result, the petitioner is proposing to amend Section 12-11-6.B under Billboards to allow a three-sided billboard only in the C-6 District provided that two of the three faces cannot exceed 1,200 square feet in area, the third face cannot exceed 600 square feet in area, and the total billboard sign area cannot exceed 3,000 square feet.

*Exempting Billboards from Sign Area Restrictions Due to Lot Size*

There is a current 600-square-foot total sign area restriction for parcels that are less than five acres in size that directly conflicts with the new billboard on the proposed Lot 2. Since the proposed Lot 2 will be less than five acres in size, the petitioner is also looking to amend footnote 2 of the table in Section 12-11-6.B to exempt static or EMB billboards from this restriction.

The PZB recommended (5-0) that the City Council approve the proposed text amendment as written.

Todd Schaffer, Principal with Haeger Engineering, spoke on behalf of the petitioner.

City Manager Bartholomew noted that the City receives time on all electronic message boards, including each panel, to advertise City events.

Moved by Chester, seconded by Zadrozny, to Approve the Ordinance Z-36-22, AN ORDINANCE AMENDING SECTIONS 12-11-5 AND 12- 11-6 OF THE DES PLAINES ZONING ORDINANCE REGARDING BILLBOARD SIGNS IN THE C-6 CASINO DISTRICT (CASE# 22-046-TA-MAP-FPUD-FPLAT).

Upon voice vote, the vote was:

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

NAYS: 0 - None

ABSENT: 1 - Brookman

Motion declared carried.

Advanced to second reading by Chester, seconded by Lysakowski, to Adopt the Ordinance Z-36-22, AN ORDINANCE AMENDING SECTIONS 12-11-5 AND 12- 11-6 OF THE DES PLAINES ZONING ORDINANCE REGARDING BILLBOARD SIGNS IN THE C-6 CASINO DISTRICT (CASE# 22-046-TA-MAP-FPUD-FPLAT).

Upon roll call, the vote was:

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

NAYS: 0 - None

ABSENT: 1 - Brookman

Motion declared carried.

**CONSIDER**  
**APPROVING A MAP**  
**AMEND, MAJOR**  
**AMENDS TO THE**  
**FINAL PUD, A**  
**FINAL PLAT OF**  
**SUBDIV, AND**  
**SUBDIV VAR FOR**  
**2980-3000 S. RIVER**  
**RD AND 2500**  
**DEVON AVE**

**Ordinance**  
**Z-37-22**

Director of Community & Economic Development Carlisle reviewed a memorandum dated November 3, 2022.

The petitioner is requesting the following items: (i) a map amendment under Section 12-3-7 to rezone the property at 2500 Devon Avenue from C-2 Limited Office Commercial district to C-6 Casino district; (ii) a Major Change to a Conditional Use for a Final PUD under Section 12-3-5 of the Zoning Ordinance to make various site improvements regarding parking and access drives on 2500 Devon Avenue, landscaping, pedestrian access, and billboard sign location; and (iii) a Final Plat of Subdivision under Section 13-2-7 of the Subdivision Regulations to consolidate four lots of record into two lots of record.

All of the requests are intended to work in concert to accomplish the following:

- Remove the existing billboard at 2500 Devon Avenue, and build and install a new billboard on a newly created lot approximately 127 feet to the south. While the change would not result in a net increase in the number of billboards, the new billboard is proposed to have three panels instead of two. (Note: Approval of this component relies on Ordinance Z-36-22, also considered for first reading at the November 21, 2022 meeting.)
- Formally bring the office building at 2500 Devon into the casino campus. The building is already owned by an entity controlled by the casino and used to support casino operations.
- Modify the parking lot design in the southwest corner of the casino campus, surrounding the 2500 Devon office building. The location of access points and drive aisles will change, notably with the removal of an existing curb cut to Devon. The proposal does not result in any net change of the number of parking spaces but does create a more cohesive parking area.

**Map Amendment (2500 Devon)**

The subject properties at 2980-3000 S. River Road are zoned C-6 Casino. However, the subject property at 2500 Devon Avenue, containing the second stand-alone office building, is currently zoned C-2 Limited Office Commercial. As a result, the petitioner is requesting a map amendment for this property from the C-2 to C-6 district so that it will be consistent with the rest of the casino properties. The proposed map amendment requires the existing Parcel 3 office building (to be consolidated with the proposed Lot 1) to be in conformance with the bulk regulations of the C-6 Casino district.

As this is a corner lot, the Zoning Ordinance designates the shortest property line abutting a street—Devon Avenue—as the front yard, the north property line as the rear yard, and the east and west property lines as the side yards. Aside from the differing rear yard setback and height requirements, the C-2 and C-6 bulk requirements are similar. However, there is a special consideration for developments in the C-6 Casino district as identified in Section 12-7-3.L of the Zoning Ordinance: “In the C-6 Casino District, more than 1 structure may be allowed per lot, thus, setbacks shall be maintained for each lot, and not to individual structures....”

As a result, the required setbacks identified for the C-6 district apply to all collective structures that makeup the development on a single lot as a whole—not as a required setback from individual structures. That said, the existing development on the proposed Lot 1—casino building, office buildings, and parking garages—all meet the required bulk regulations for the C-6 district and will not be altered by this request.

### **Major Change to Final PUD**

The casino campus contains a roughly 224,363-square-foot casino building, a four-story parking garage, and a two-story office building with a surface parking lot. With all lots combined, the property encompasses 20.78 acres in land area. The applicant is requesting a Major Change to the Planned Unit Development to make various site improvements regarding parking and access drives on 2500 Devon Avenue, landscaping, pedestrian access, and billboard sign location.

#### *Parking and Access Improvements*

As part of this request and with the removal of the existing billboard, the current separate parking area for the office building at 2500 Devon Avenue will be reconfigured so that it is open and cohesive to the rest of the southwestern casino surface parking area. In addition, the existing south drive aisle providing access from Devon Avenue to the current office building parking lot will be removed and replaced with new parking spaces and new turf/curb work in the parkway. Both of the proposed changes are intended to increase available parking and allow for better connectivity and access throughout the subject properties. The proposal also includes improvements for pedestrian access to the office building at 2500 Devon Avenue. The improvements consist of modifications to the existing landing and stairs accessing the south elevation of the building from the public walkway along Devon Avenue and the addition of a separate paved walkway area to provide direct ADA accessibility from the accessible spaces in the southwestern corner of the reconfigured parking area and the building.

#### *Landscape Improvements*

The proposal seeks to make some adjustments and improvements to the existing landscape areas throughout the entire site including all three subject properties. The proposed improvements are focused around the parking lot redesign at the southwestern portion of the site, along River Road, and the main casino entrance off River Road but also include improvements interspersed throughout the subject properties.

### **Final Plat of Subdivision**

The existing casino property consists of four separate parcels:

- Parcel 1 includes the Casino building and surface and covered parking areas on 3000 S. River Road and the office building and surface parking area on 2980 S. River Road;
- Parcel 2 includes the open space situated in between the office building at 2500 Devon Avenue and the west access drive aisle off Devon Avenue;
- Parcel 3 includes the office building and surface parking lot at 2500 Devon Avenue; and
- Parcel 4 includes the existing billboard and surface parking area portion.

The petitioner proposes to consolidate the existing four parcels into two lots of record as part of the Final Plat of Subdivision for the Des Plaines Casino Second Amended Resubdivision. Parcels 1, 2, and 3 will be consolidated into a proposed Lot 1 and the new billboard will be located on a proposed Lot 2, which will be positioned on a portion of the existing Lot 3. The Final Engineering Plans were approved by the Engineering department on October 12, 2022.

The new billboard is provided on a separate lot and will be owned by a separate entity (not the casino), but will retain 2500 Devon Avenue as its property address. The casino-owned parcels are proposed to be consolidated in an effort to provide more flexibility on future site projects and each property will retain its current property address.

*Easements and Building Lines*

The Final Plat shows the following existing easements and building lines: (i) a five-foot building setback line around the entire property boundary; (ii) a 15-foot Public Utility Easement along the south and east property boundaries; (iii) a 25-foot public utility easement along the west property boundary; (iv) various public utility easement and municipal watermain easements through site; (v) various municipal easements for storm sewer throughout site; (vi) a 10-foot water main easement at the northwest corner of the site; (vii) a 25-foot roadway ingress and egress easement along the west property boundary; (viii) a 33-foot Northern Illinois Gas Co. easement; (ix) a 38-foot City of Des Plaines easement; (x) a 38-foot utility roadway easement along the west property boundary; (xi) a public utility easement along the west property boundary; (xii) an aerial easement at the southwest corner of the site; (xiii) a roadway easement and separate access easement at the southwest corner of the site; and (xiv) a traffic signal easement at the southwest corner of the site.

As part of the resubdivision, the existing five-foot building setback line surrounding the current office building at 2500 Devon Avenue will be abrogated. However, the other existing easements are proposed to remain.

*Subdivision Variations*

The proposed Lot 2, which will contain the new billboard, is a new lot and is subject to the Subdivision Regulations. Pursuant to Section 13-2-5.R, all new lots must be a minimum of 125-feet in depth. Since the proposed Lot 2 is 62 feet deep, it does not meet the minimum depth requirements resulting in a need for a subdivision variation as part of this request. Further, pursuant to Section 13-2-5.V, all lots must front on a public street. The proposed lot borders a private drive, but not a public street, thus requiring a subdivision variation.

The PZB voted 5-0 to approve the Tentative Plat and voted 5-0 for each of other motions, to recommend approval of the map amendment, Final PUD, and Final Plat (with Subdivision Variations).

Staff and the PZB recommend the following conditions for the requests:

1. The existing billboard structure at 2500 Devon shall be removed in its entirety through a demolition permit prior to the approval of a billboard permit and construction of the new billboard structure.
2. All governing documents for the proposed development including covenants, conditions, and restrictions, or operating reciprocal easement agreements must be submitted to and approved by the City's General Counsel prior to the recording of the Final Plat of PUD or Final Plat of Subdivision.

Moved by Chester, seconded by Zadrozny, to Approve as amended, to amend C-1 to allow the concurrent review of the applications, the Ordinance Z-37-22, AN ORDINANCE APPROVING A MAP AMENDMENT, MAJOR AMENDMENTS TO THE FINAL PLANNED UNIT DEVELOPMENT, A FINAL PLAT OF SUBDIVISION, AND SUBDIVISION VARIATIONS FOR 2980-3000 SOUTH RIVER ROAD AND 2500 DEVON AVENUE (Case #22-046- TA-MAP-FPUD-FPLAT).

Upon voice vote, the vote was:

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

NAYS: 0 - None

ABSENT: 1 - Brookman

Motion declared carried.

Advanced to second reading by Chester, seconded by Moylan, to Adopt as amended, to amend C-1 to allow the concurrent review of the applications, the Ordinance Z-37-22, AN ORDINANCE APPROVING A MAP AMENDMENT, MAJOR AMENDMENTS TO THE FINAL PLANNED UNIT DEVELOPMENT, A FINAL PLAT OF SUBDIVISION, AND SUBDIVISION VARIATIONS FOR 2980-3000 SOUTH RIVER ROAD AND 2500 DEVON AVENUE (Case #22-046- TA-MAP-FPUD-FPLAT).

Upon roll call, the vote was:

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

NAYS: 0 - None

ABSENT: 1 - Brookman

Motion declared carried.

Mayor Goczkowski asked Chairman Chester if he was interested in advancing Ordinance Z-34-22 to second reading.

Chairman Chester asked Director of Community and Economic Development Carlisle if he found it necessary to advance the ordinance to second reading this evening. Chairman Chester decided to wait for a vote until the next meeting.

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

Mayor Goczkowski reminded residents of the upcoming City holiday events in Metropolitan Square – Holiday Tree Lighting on Friday, December 2<sup>nd</sup> from 4:00 p.m. to 6:30 p.m. and Winter Fair in the Square on Saturday, December 3<sup>rd</sup> from 11:00 a.m. to 6:00 p.m.

**ADJOURNMENT**

Moved by Moylan, seconded by Chester to adjourn the meeting. The meeting adjourned at 7:58 p.m.

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Jessica M. Mastalski – CITY CLERK

APPROVED BY ME THIS \_\_\_\_\_

DAY OF \_\_\_\_\_, 2022

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Andrew Goczkowski, MAYOR



**FINANCE DEPARTMENT**

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

**MEMORANDUM**

Date: November 23, 2022  
To: Michael G. Bartholomew, City Manager  
From: Dorothy Wisniewski, Assistant City Manager/Director of Finance  
Subject: Resolution R-206-22, December 5 2022, Warrant Register

**Recommendation:** I recommend that the City Council approve the December 5, 2022, Warrant Register Resolution R-206-22.

Warrant Register.....\$2,779,966.68

**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 1<sup>st</sup> & 2<sup>nd</sup> installments of property tax revenue.*

**CITY OF DES PLAINES**

**RESOLUTION**

**R-206-22**

**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.**

**December 5, 2022**

# City of Des Plaines

## Warrant Register 12/05/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Fund: 100 - General Fund</b>					
<b>Department: 00 - Non Departmental</b>					
1	4631	Nonresident Ambulance Fees	7814 Medicare B Illinois	DPIL-2148184:2 Medical Reimbursement DOS 11/22/2021	337.84
2	4631	Nonresident Ambulance Fees	1459 Blue Cross Blue Shield of Illinois	DPIL-2211817:1 Medical Reimbursement DOS 03/18/2022	467.20
3	4631	Nonresident Ambulance Fees	7814 Medicare B Illinois	DPIL-2226037:2 Medical Reimbursement DOS 06/16/2022	411.92
<b>Total 00 - Non Departmental</b>					<b>1,216.96</b>

<b>Elected Office</b>					
<b>Division: 110 - Legislative</b>					
4	6000	Professional Services	8452 Anderson Legislative Consulting LTD	11-2022 Lobbyist Services - November 2022 - R-116-22	5,420.00
<b>Total 110 - Legislative</b>					<b>5,420.00</b>

<b>City Clerk</b>					
<b>Division: 120 - City Clerk</b>					
5	6120	Recording Fees	8133 Elrod Friedman LLP	10390 10-22 Non-Retainer Matters	57.18
6	7000	Office Supplies	1644 Warehouse Direct Inc	5369868-0 Copy Paper, Calendars, Batteries	149.69
7	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 111022 Water Delivery Service 10/13/2022	37.94
<b>Total 120 - City Clerk</b>					<b>244.81</b>

<b>Total 10 - Elected Office</b>					<b>5,664.81</b>
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<b>City Administration</b>					
<b>Division: 210 - City Manager</b>					
8	6005	Legal Fees	8133 Elrod Friedman LLP	10368* 10-22 Non-Retainer Matters	1,408.50
9	6005	Legal Fees	8133 Elrod Friedman LLP	10378 10-22 Non-Retainer Matters	829.50
10	6005	Legal Fees	8133 Elrod Friedman LLP	10379 10-22 Non-Retainer Matters	691.00
11	6005	Legal Fees	8133 Elrod Friedman LLP	10382 10-22 Non-Retainer Matters	138.00
12	6005	Legal Fees	8133 Elrod Friedman LLP	10383 10-22 Non-Retainer Matters	1,242.00
13	6005	Legal Fees	8133 Elrod Friedman LLP	10392 10-22 Non-Retainer Litigation	511.00
14	6005	Legal Fees	8133 Elrod Friedman LLP	OCT 2022 RET October 2022 Retainer	18,500.00
15	6009	Legal Fees - Admin Hearings/Prosecutions	1073 Bartel, Raymond	22-21 Legal Services 10/14-11/01/2022	1,565.00
16	6010	Legal Fees - Labor & Employment	1127 Clark Baird Smith LLP	16088 Legal Fees for October 2022	10,586.25
17	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 111022 Water Delivery Service 10/13/2022	2.00
<b>Total 210 - City Manager</b>					<b>35,473.25</b>

<b>Division: 230 - Information Technology</b>					
18	6305	R&M Equipment	8399 Park Place Technologies LLC	PUSA1009007863 9 Maintenance Contract 12/1/22-12/31/22	64.00
19	7005	Printer Supplies	1820 Datasource Ink	23043 9 Toner Cartridges	1,350.00
20	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 111022 Water Delivery Service 10/13/2022	82.40
21	7320	Equipment < \$5,000	1026 CDW LLC	DR71937 Various Computer Cables	186.34
22	7320	Equipment < \$5,000	1026 CDW LLC	DT03805 Various Computer Cables	193.19
23	7320	Equipment < \$5,000	1026 CDW LLC	DV20990 Computer Cable	101.60
<b>Total 230 - Information Technology</b>					<b>1,977.53</b>



# City of Des Plaines

## Warrant Register 12/05/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
<b>Division: 240 - Media Services</b>						
24	7000	Office Supplies	1644 Warehouse Direct Inc	5370942-0	7 Dz Binder Clips, 2 Tape Dispensers, Etc. for Media	31.21
<b>Total 240 - Media Services</b>					<b>31.21</b>	

<b>Division: 250 - Human Resources</b>						
25	5340	Pre-Employment Testing	8533 Justifacts Credential Verification	358391	4 Pre-Employment Background Screenings 9/29-10/11/2022	252.09
26	5340	Pre-Employment Testing	1320 IL State Police	Cost 01755-10/22	Fingerprint Background Check Services October 2022	84.75
27	6100	Publication of Notices	1485 ILCMA - IL City/County Management Assoc	4007	Job Posting-Maintenance and Water Operator 11/3-11/24/2022	100.00
28	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 111022	Water Delivery Service 10/13/2022	19.94
<b>Total 250 - Human Resources</b>					<b>456.78</b>	

<b>Total 20 - City Administration</b>					<b>37,938.77</b>
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<b>Department: 30 - Finance</b>						
29	6000	Professional Services	8564 Lockhart, Kevin Charles	11/14/2022	Analyst of Investments & Investment Services 06/01-11/14/2022	1,200.00
30	6000	Professional Services	1101 Capital Gains Inc	2664	Investment Management Services 4th Quarter 2022	2,006.00
31	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 111022	Water Delivery Service 10/13/2022	106.88
<b>Total 30 - Finance</b>					<b>3,312.88</b>	

Community Development						
<b>Division: 410 - Building &amp; Code Enforcement</b>						
32	6000	Professional Services	5764 GovTempUSA LLC	4070478	Building Official for Weeks Ending 10/23/2022 & 10/30/2022	7,402.50
33	6000	Professional Services	5764 GovTempUSA LLC	4070479	Permit Technician for Weeks Ending 10/23/2022 & 10/30/2022	2,520.00
34	6000	Professional Services	8629 Health Inspection Professionals Inc	574	Health Inspections Contractor September 2022	6,845.00
35	6005	Legal Fees	8133 Elrod Friedman LLP	10380	10-22 Non-Retainer Matters	5,613.50
36	6005	Legal Fees	8133 Elrod Friedman LLP	10381	10-22 Non-Retainer Litigation	627.00
37	6195	Miscellaneous Contractual Services	3013 Clauss Brothers Inc	27649	Nuisance Abatement & Grass Cutting Service Oct 2022 R-193-21	490.25
38	6195	Miscellaneous Contractual Services	3013 Clauss Brothers Inc	27669	Nuisance Abatement & Grass Cutting Service Oct 2022 R-193-21	275.47
39	7000	Office Supplies	1644 Warehouse Direct Inc	5372012-0	Print Paper for Business Licenses	408.00
40	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 111022	Water Delivery Service 10/13/2022	106.88
<b>Total 410 - Building &amp; Code Enforcement</b>					<b>24,288.60</b>	

<b>Division: 420 - Planning &amp; Zoning</b>						
41	6005	Legal Fees	8133 Elrod Friedman LLP	10391	10-22 Non-Retainer Litigation	370.50
42	6100	Publication of Notices	1050 Journal & Topics Newspapers	188877	Public Notice 10/19/22 for 11/7/22 Meeting	129.83
43	6100	Publication of Notices	1050 Journal & Topics Newspapers	188940	Legal Notice 11/2/2022 for PZB Mtg 11/22/2022	75.03

# City of Des Plaines

## Warrant Register 12/05/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount
44	7200	Other Supplies	1644 Warehouse Direct Inc	5361272-1 Spoons for Break Area	8.47
<b>Total 420 - Planning &amp; Zoning</b>					<b>583.83</b>

<b>Division: 430 - Economic Development</b>					
45	6000	Professional Services	5215 CoStar Realty Information Inc	120167970 Available Properties Database November 2022	473.78
46	7200	Other Supplies	1644 Warehouse Direct Inc	5357427-1 Utensils - Spoons for Break Area	4.88
47	7200	Other Supplies	1644 Warehouse Direct Inc	5371956-0 1 Glass Cleaner, 1 Pack Cleaning Wipes, 1 Packs Sponges	42.22
<b>Total 430 - Economic Development</b>					<b>520.88</b>

<b>Total 40 - Community Development</b>					<b>25,393.31</b>
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<b>Public Works &amp; Engineering</b>					
<b>Division: 530 - Street Maintenance</b>					
48	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	26412 24 Tree Removals - 09/12/2022	16,388.44
49	6175	Tree Plantings	1153 West Central Municipal Conference	0007350-IN Fall 2022 Tree Planting - 11/07/2022, R-4-22	37,247.90
50	6195	Miscellaneous Contractual Services	7409 Aquamist Plumbing & Lawn Sprinkling Co Inc	122851 Irrigation System Repairs - Northwest Hwy - 11/03/2022	2,475.32
51	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	240219 Vegetation Control - Weller Creek - 10/26/2022	1,700.00
52	7000	Office Supplies	1644 Warehouse Direct Inc	5365357-0 Batteries, Paper, & Pens - PW	35.23
53	7020	Supplies - Safety	4177 Uline Inc	156201092 6 Pairs of Work Gloves - PW	148.98
54	7035	Supplies - Equipment R&M	8244 Des Plaines Ace Hardware	2487 4 Gaskets	5.72
55	7050	Supplies - Streetscape	1732 Traffic Control & Protection Inc	113166 24 Fiberglass Marker Posts	1,071.60
56	7050	Supplies - Streetscape	2438 Flag Lady Corp The	27257 4 Custom Flags	2,439.60
57	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10466375 2 Cu Yds Mulch - Forest Elementary Tree Ceremony - 11/08/2022	12.00
58	7200	Other Supplies	8244 Des Plaines Ace Hardware	2809 Ziplock Bags	18.87
59	7200	Other Supplies	1644 Warehouse Direct Inc	5366521-0 1 Case Disinfectant Spray	42.73
60	7200	Other Supplies	1550 Addison Building Material Co	977413 Marking Paint	81.97
<b>Total 530 - Street Maintenance</b>					<b>61,668.36</b>

<b>Division: 535 - Facilities &amp; Grounds Maintenance</b>					
61	6000	Professional Services	7619 Henneman Engineering Inc	79050 HVAC Replace Eng Services - Civic Center -August 2022, R-180-19	2,177.32
62	6000	Professional Services	7619 Henneman Engineering Inc	79240 HVAC Replace Eng Svcs - City Hall - October 2022, R-180-19	2,177.32
63	6135	Rentals	1047 Home Depot Credit Svcs	8100597 Rug Shampooer Rental - City Hall - 10/26/2022	26.00
64	6135	Rentals	8673 Satellite Shelters Incorporated	INV619096 Trailer Rental 11/14/22-12/11/22	1,505.52
65	6135	Rentals	8673 Satellite Shelters Incorporated	INV619097 Temporary Quarters - Fire Station #61 - 11/14-12/11/2022	1,505.52

# City of Des Plaines

## Warrant Register 12/05/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount
66	6135	Rentals	8673 Satellite Shelters Incorporated	INV619098 Temporary Quarters - Fire Station #61 - 11/14-12/11/2022	6,770.00
67	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	11-13843 Exterior Pest Control - City Hall & Police Station - 11/01/2022	80.00
68	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	11-13844 Interior Pest Control - City Hall & Police Station - 11/01/2022	193.00
69	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4135553553 Mat Service - Metra Train Station - 10/26/2022	35.55
70	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4136248546 Mat Service - Metra Train Station - 11/02/2022	35.55
71	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4136248584 Mat Service - Police Station - 11/02/2022	128.85
72	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4136944572 Mat Service - Metra Train Station - 11/09/2022	35.55
73	6195	Miscellaneous Contractual Services	5214 State Industrial Products	902674907 Drain Maintenance Program 11/08/2022 - City Hall	112.55
74	6315	R&M Buildings & Structures	1025 Bedco Inc	098360 Humidifier Repair - Fire Station #63 - 10/21/2022	690.20
75	6315	R&M Buildings & Structures	1025 Bedco Inc	098376 Preventative Maint - Gun Range - 11/02/2022	120.00
76	6315	R&M Buildings & Structures	1025 Bedco Inc	098377 New Blower Install - Metra Train Station - 11/02/2022	3,065.65
77	6315	R&M Buildings & Structures	1025 Bedco Inc	098391 Service Contract - November 2022	1,275.00
78	6315	R&M Buildings & Structures	5400 Dahme Mechanical Industries Inc	2022100420386278 RPZ Backflow Inspections 10/4/22	196.87
79	6315	R&M Buildings & Structures	5400 Dahme Mechanical Industries Inc	2022100420386278 RPZ Backflow Inspections 10/4/22	196.91
80	6315	R&M Buildings & Structures	1135 Colley Elevator Co	233637 Elevator Inspection - Theater - 11/01/2022	185.00
81	6315	R&M Buildings & Structures	1237 Pro-Line Door Systems Inc	94043 Overhead Garage Door Repair - PW - 10/26/2022	675.70
82	6315	R&M Buildings & Structures	1237 Pro-Line Door Systems Inc	94104 6 Programmed Remotes 11/04/2022 - PW Mechanic's Bay	1,020.40
83	6315	R&M Buildings & Structures	1237 Pro-Line Door Systems Inc	94132 Overhead Door Repair - Fire Station #61 - 11/09/2022	605.70
84	6315	R&M Buildings & Structures	1544 Fox Valley Fire & Safety Company Inc	IN00560222 Fire Alarm Inspections - Food Pantry - 11/03/2022	365.00
85	6315	R&M Buildings & Structures	2350 Anderson Elevator Co	INV-63004-P7G5 October 2022 Elevator Inspections	500.00
86	6315	R&M Buildings & Structures	2350 Anderson Elevator Co	INV-63004-P7G5 October 2022 Elevator Inspections	210.00
87	7000	Office Supplies	1644 Warehouse Direct Inc	5365357-0 Batteries, Paper, & Pens - PW	3.92
88	7025	Supplies - Custodial	1028 Case Lots Inc	14203 Paper Towels, Can Liners, Hand Soap - City Hall	1,903.60
89	7025	Supplies - Custodial	1029 Cintas Corporation	4135553535 Cleaners, Paper Towels, Soap, Mat, & Scrubs - PW	151.64
90	7025	Supplies - Custodial	1029 Cintas Corporation	4136248500 Cleaners, Paper Towels, Soap, Mat, & Scrubs - PW	173.96
91	7025	Supplies - Custodial	1029 Cintas Corporation	4136944548 Cleaners, Paper Towels, Soap, Mat, & Scrubs - PW	151.64
92	7025	Supplies - Custodial	1057 Menard Incorporated	7894 Glass Cleaner, Fabuloso, Squeegee - Metra Train Station	28.22

# City of Des Plaines

## Warrant Register 12/05/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount
93	7030	Supplies - Tools & Hardware	8244 Des Plaines Ace Hardware	2533 Tie Down & Tarp Straps	27.86
94	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	3023485 Cable Ties & Bit Holders	55.40
95	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	0603951 Cordless Blinds & Spray Cleaner - PW	180.68
96	7045	Supplies - Building R&M	3378 Michael Wagner & Sons Inc	1003918 Adapter, Tee, Reducer, Coupling, Elbow, Etc. - Fire Station #63	280.98
97	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1102678 8 Custom Keys & 4 Standard Keys Cut - PW	73.48
98	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1105744 Glass Kit - PW Mechanic's Shop	162.35
99	7045	Supplies - Building R&M	5400 Dahme Mechanical Industries Inc	2022100420386278 RPZ Backflow Inspections 10/4/22	196.87
100	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	2552 Access Panel & Aluminum Angles	39.57
101	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	2913 Sharkbite Cap - Fire Station #62	8.09
102	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	2919 Fasteners - PW	12.00
103	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	2952 AAA Batteries - City Hall	22.49
104	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	2956 Lighter - Fire Station #61	7.73
105	7045	Supplies - Building R&M	1527 Sherwin-Williams Company, The	5983-2 5 Gals Paint & Pail - City Hall	226.00
106	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	6024316 Coupling, Elbow, Tee, Laundry Tub, Hose - Fire Station #61	199.99
107	7045	Supplies - Building R&M	5917 Ferguson Enterprises Inc	6919793 Emergency Water Heater Replacement- Fire Station #63-10/31/2022	7,178.25
108	7045	Supplies - Building R&M	1057 Menard Incorporated	7629 Tank Lever & Flapper Kit - History Center	17.98
109	7045	Supplies - Building R&M	1057 Menard Incorporated	7630 Toilet Tank Lever - History Center	11.99
110	7045	Supplies - Building R&M	1057 Menard Incorporated	7845 Instant Waterstop Cement - Fire Station #62	17.74
111	7045	Supplies - Building R&M	1057 Menard Incorporated	7846 Toilet Plunger - City Hall	6.99
112	7045	Supplies - Building R&M	1057 Menard Incorporated	7856 Painting Tape - City Hall IT 4th Floor	5.96
113	7045	Supplies - Building R&M	1057 Menard Incorporated	7888 Refrigerator Water Filter - City Hall	51.99
114	7045	Supplies - Building R&M	1057 Menard Incorporated	7950 Couplings, Pipe, Adapter, Tee - Fire Station #63	132.47
115	7045	Supplies - Building R&M	1057 Menard Incorporated	7995A Tapcon Hexes & Outlet Cover - City Hall	30.82
116	7045	Supplies - Building R&M	1057 Menard Incorporated	8000 LED Lights, Trinector, Batteries, Lampholder - Metropolitan Way	168.63
117	7045	Supplies - Building R&M	1057 Menard Incorporated	8001A Fiberglass Pipes, Clamps, Pipe Tape - Fire Station #63	101.36
118	7045	Supplies - Building R&M	1057 Menard Incorporated	8051 Oil - Fire Station #63	3.92
119	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	8100596 Rug Shampoo - City Hall	17.98
120	7045	Supplies - Building R&M	1057 Menard Incorporated	8190 Bit Set & Fluorescent Bulbs - Library Deck	110.55

# City of Des Plaines

## Warrant Register 12/05/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
121	7045	Supplies - Building R&M	1057 Menard Incorporated	8197	4 Panels, 4 Electrical Boxes, & Hex Lock - Library Parking Deck	128.47
122	7045	Supplies - Building R&M	1057 Menard Incorporated	8241	Fittings, Elbow, Tubing - Fire Station #61	83.43
123	7045	Supplies - Building R&M	1057 Menard Incorporated	8244	Gaskets, Covers, Plugs, Strap, Primer, Etc. - Food Pantry	93.75
124	7045	Supplies - Building R&M	1057 Menard Incorporated	8245	Push Switch - City Hall	4.49
125	7045	Supplies - Building R&M	1208 Steiner Electric Company	S007204502.002	3 Fuses - PW	63.84
126	7045	Supplies - Building R&M	1208 Steiner Electric Company	S007204502.003	Parts Return	(189.00)
127	7045	Supplies - Building R&M	1208 Steiner Electric Company	S007204903.001	Wire - PW	599.96
128	7200	Other Supplies	1644 Warehouse Direct Inc	5366521-0	1 Case Disinfectant Spray	42.73
129	8010	Furniture & Fixtures	1604 BOS Business Office Systems Inc	57901	50% Deposit for Tables & Power Station for Room 101	5,687.79
130	8010	Furniture & Fixtures	1604 BOS Business Office Systems Inc	58195	50% Deposit for 26 Chairs for Room 101	7,580.02
<b>Total 535 - Facilities &amp; Grounds Maintenance</b>					<b>49,747.74</b>	

### Division: 540 - Vehicle Maintenance

131	6135	Rentals	1029 Cintas Corporation	4136171732	Mechanic's Uniform Rental - 11/02/2022	231.68
132	6135	Rentals	1029 Cintas Corporation	4136918550	Mechanic's Uniform Rental - 11/09/2022	231.68
133	6305	R&M Equipment	2168 Petroleum Technologies Equipment, Inc	31885	OSFM Inspection - PW5PW3 - 11/07/2022	639.00
134	6305	R&M Equipment	2168 Petroleum Technologies Equipment, Inc	31886	OSFM Inspection - PW5PW3 - 11/07/2022	730.00
135	6305	R&M Equipment	6598 Cummins Inc	F2-86710	Generator Service - PW 9110 - 10/19/2022	1,591.22
136	6305	R&M Equipment	1203 Standard Industrial & Automotive Equipment Inc	WO-7471	Truck Lift Repair 07/29/2022	4,120.00
137	6305	R&M Equipment	1203 Standard Industrial & Automotive Equipment Inc	WO-8059	Truck Lift Repair 06/29/2022	589.35
138	6310	R&M Vehicles	1643 Golf Mill Ford	871210	Check Engine Light Repair - Police 6102 - 11/14/2022	355.89
139	7035	Supplies - Equipment R&M	1345 Lindco Equipment Sales Inc	45994	3 Rubber Cutting Edges - PW 5033 & PW 5005	1,414.80
140	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	841043	2 Batteries & 2 Core Deposits - PW 9110	573.08
141	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	842992	Air Filter - Fire 7301	42.16
142	7035	Supplies - Equipment R&M	1043 WW Grainger Inc	9500364089	Ribbon Cartridge - PW 5PW3	18.64
143	7035	Supplies - Equipment R&M	1088 Atlas Bobcat LLC	BY7076	6 Skid Steer Tires - PW 5081 & PW 9035	1,065.30
144	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	W05818	3 Pins & 3 Bushings - PW 5005	1,515.14
145	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_296063	2 Band Clamps - PW 5089 & PW Stock	81.72

# City of Des Plaines

## Warrant Register 12/05/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
146	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0312808	Brake Hardware - Police Stock	41.54
147	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0314485	12 Spark Plugs - Police Stock	50.28
148	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0316688	Filters, Spark Plugs, Ignition Coils, Etc. - Police Stock	771.31
149	7040	Supplies - Vehicle R&M	6080 VRS Fleet Products LLC	10130	Reverse Sensors & Cables - Fire 7706	251.70
150	7040	Supplies - Vehicle R&M	4330 City Limits Systems Incorporated	12186	Truck Wash Soap - PW 5PW1	282.70
151	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	280141575	12 Police Tires - Police Stock	1,723.40
152	7040	Supplies - Vehicle R&M	2168 Petroleum Technologies Equipment, Inc	31939	6 OPW Fuel Rings/Tags - Police & Fire Stock	420.00
153	7040	Supplies - Vehicle R&M	8584 James Drive Safety Lane LLC	4938	Safety Lane Inspections - 11/04/2022	180.00
154	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	539434P	Exhaust Pipe - Police 6091	206.66
155	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	841240	Core Deposits Returned - PW Stock	(108.00)
156	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	841997	Core Deposit Return - Fire 7704	(81.00)
157	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	842434	Air Filter - Fire 7801	110.24
158	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	842523	ABS Sensor - PW 2008	35.12
159	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	842553	5 Filters - PW Stock	94.43
160	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	842663	2 Air Filters - Police Stock	12.58
161	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	842744	Back-Up Light - Fire 7512	21.87
162	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	842785	Lug Nuts - Police 6035	11.00
163	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	842890	6 Hydraulic Fittings - PW Stock	51.42
164	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	842906	2 Brake Rotors - Police 6073	224.92
165	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	842929	6 Batteries & 6 Core Deposits - Fire 7608	954.30
166	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	842944	Battery Cores Returned - Fire 7608	(162.00)
167	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	842993	Air Filter - Fire 7608	108.17
168	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	842994	Air Filter - Fire 7608	108.17
169	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	843130	12 Amber Bulbs - Police Stock	49.20
170	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	843134	Exhaust Pipes & Clamps - Fire 7403	76.24
171	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	843560	Silicone - Police 6035	10.35
172	7040	Supplies - Vehicle R&M	1043 WW Grainger Inc	9506623512	Air Hose - PW 5100	88.45
173	7040	Supplies - Vehicle R&M	1525 Hastings Air-Energy Control Inc	196758	Tailpipe Adapters - Fire Stock	755.50

# City of Des Plaines

## Warrant Register 12/05/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
174	7120	Gasoline	8331 Avalon Petroleum Company Inc	577263	5,000 Gals Unleaded Gasoline - 10/28/2022, R-163-20	13,947.73
175	7130	Diesel	8331 Avalon Petroleum Company Inc	029889	2,000 Gals Bio Diesel Fuel - 10/28/2022, R-163-20	7,857.39
<b>Total 540 - Vehicle Maintenance</b>					<b>41,293.33</b>	

<b>Total 50 - Public Works &amp; Engineering</b>	<b>152,709.43</b>
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Police Department						
Division: 610 - Uniformed Patrol						
176	6110	Printing Services	1233 Press Tech Inc	50251	2 Boxes of Business Cards 10/312022	50.00
177	7200	Other Supplies	4177 Uline Inc	156345515	Sharps Container, Beast Printer Ribbons	202.18
178	7200	Other Supplies	4435 Safariland LLC	1010-460732	Fingerprint Pad	53.48
<b>Total 610 - Uniformed Patrol</b>					<b>305.66</b>	

Division: 620 - Criminal Investigation						
179	6110	Printing Services	1233 Press Tech Inc	50252	1 Box of Business Cards 10/312022	25.00
180	6195	Miscellaneous Contractual Services	1572 LexisNexis Risk Solutions	1037713-20221031	Investigations Database 10/1-10/31/2022	362.90
181	6195	Miscellaneous Contractual Services	1683 Thomson Reuters	847284507	Investigations Database 10/1-10/31/2022	400.64
<b>Total 620 - Criminal Investigation</b>					<b>788.54</b>	

Division: 630 - Support Services						
182	6000	Professional Services	5975 Aero Removals Trisons Inc	21016	Removal and Transport of 5 Deceased October 2022	2,000.00
183	6110	Printing Services	1142 Copyset Printing Company	61652	80 Packs of Daily Activity Sheets 11/07/2022	400.00
184	6190	Tow/Storage/Abandoned Fees	1567 Schimka Auto Wreckers, Inc	10/1/2022	Sept 2022 Towing Services (3)	120.00
185	6190	Tow/Storage/Abandoned Fees	1567 Schimka Auto Wreckers, Inc	11/1/2022	October 2022 Towing Services (3)	120.00
186	6195	Miscellaneous Contractual Services	8566 Andy Frain Services Inc	328972	2022 Crossing Guard Services 10/1-10/31/2022	35,345.04
187	6300	R&M Software	8154 DACRA Tech LLC	DT 2022-10-49	DACRA Tech Software Support Fee 10/24/2022-10/31/2023	10,500.00
188	6310	R&M Vehicles	8555 Speedy Shine Car Wash	12	52 Car Washes Oct 2022 Police	208.00
189	6345	R&M Police Range	3882 Best Technology Systems Inc	BTL-22016-10	2022 Service Agreement for Range Cleaning and Maint October	615.00
190	6345	R&M Police Range	3882 Best Technology Systems Inc	BTL-22016-8	2022 Service Agreement for Range Cleaning and Maint Aug	611.25
191	6345	R&M Police Range	3882 Best Technology Systems Inc	BTL-22016-9	2022 Service Agreement for Range Cleaning and Maint Sept	660.50
192	7015	Supplies - Police Range	5197 Kieslers Police Supply Inc	IN201547	6 Cases of 5.56mm Ammunition	1,555.14
<b>Total 630 - Support Services</b>					<b>52,134.93</b>	

<b>Total 60 - Police Department</b>	<b>53,229.13</b>
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Fire Department						
Division: 710 - Emergency Services						
193	5325	Training	1743 IL Fire Chiefs Association	4523	Promotional Training Workshop 11/7/22 - 11/9/22 - Engineer	480.00

# City of Des Plaines

## Warrant Register 12/05/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount
194	5325	Training	1743 IL Fire Chiefs Association	4532 Promotional Training Workshop 11/7/22 - 11/9/22 - Engineer	480.00
195	6135	Rentals	5800 Turnout Rental LLC	32807 Gear Rental Extension 08/08/22 - 11/08/22 - 5 New Hires	880.00
196	6135	Rentals	5800 Turnout Rental LLC	32808 Gear Rental Extension 08/08/22 - 11/08/22 - 4 New Hires	1,280.00
197	6135	Rentals	5800 Turnout Rental LLC	33154 Gear Rental 11/07/22 - 02/07/23 - 3 New Hires	1,260.00
198	6305	R&M Equipment	1080 Air One Equipment Inc	186413 Repair 4 SCBA Bottles - 10/25/22	335.83
199	6305	R&M Equipment	5800 Turnout Rental LLC	26459 Gear Repair and Cleaning 09/19/2022 - 1 Lieutenant, 1 Paramedic	805.60
200	6305	R&M Equipment	5800 Turnout Rental LLC	26460 Gear Repair and Cleaning 08/11/22 - 5 Paramedics	2,111.94
201	6305	R&M Equipment	5553 EMC Equipment Management Company	61472 Annual Service Agreement for Extrication Tools 10/20/22-10/20/23	2,410.00
202	6305	R&M Equipment	1947 Fire Service Inc	IL-3605 Pump Test 11/04/22 - Engine 65	300.00
203	6305	R&M Equipment	1947 Fire Service Inc	IL-3606 Pump Test 11/04/22 - Tower 61	300.00
204	6315	R&M Buildings & Structures	1491 Sterling Service Group Inc	490504 Oven Repair -Replaced Oven Selector Switch 10/26/22 Station 62	396.39
205	6315	R&M Buildings & Structures	1748 Novak & Parker Inc	766012 Dryer Repair - Cracked Ignitor 10/27/22 - Station 63	114.49
206	6315	R&M Buildings & Structures	1660 Safety-Kleen Systems Inc	89972003 Parts Washer Solvent - Station 61 - Service 10/06/22	179.75
207	7000	Office Supplies	1644 Warehouse Direct Inc	5364744-0 5 Packs of 123 Lithium Batteries	170.85
208	7000	Office Supplies	1644 Warehouse Direct Inc	5369363-0 2 Cases Copy Paper	124.98
209	7025	Supplies - Custodial	1043 WW Grainger Inc	9506164640 5 Cases Trash Bags, 4 Cases Toilet Paper	246.39
210	7025	Supplies - Custodial	1043 WW Grainger Inc	9506788091 5 Packs Scrubbers, 2 Packs Bathroom Cleaner, Etc.	1,262.46
211	7035	Supplies - Equipment R&M	5553 EMC Equipment Management Company	61473 Parts for Extrication Tools	370.00
212	7200	Other Supplies	1046 Hinckley Spring Water Co	22728338 102722 (20) 24 Packs of Water - Fire Vehicles	201.50
213	7200	Other Supplies	1043 WW Grainger Inc	9497321605 3 Sets of Coveralls, Air Quality Meter	647.50
214	7300	Uniforms	3212 On Time Embroidery Inc	104878 Cotton Shorts - Lieutenant	32.00
215	7300	Uniforms	3212 On Time Embroidery Inc	104879 2 Cotton Shorts - Paramedic	64.00
216	7300	Uniforms	3212 On Time Embroidery Inc	105318 5 T- Shirts, 3 Trousers - Paramedic	293.00
217	7300	Uniforms	3212 On Time Embroidery Inc	106175 8 T- Shirts - Paramedic	103.00
218	7300	Uniforms	3212 On Time Embroidery Inc	106605 1 Short, 2 Station Pants - Paramedic	180.00
219	7320	Equipment < \$5,000	1148 WS Darley & Co	17479011 5 Honeywell Custom Coats, 5 Custom Pants - New Hires	14,965.00
220	7320	Equipment < \$5,000	1148 WS Darley & Co	17479011 5 Honeywell Custom Coats, 5 Custom Pants - New Hires	57.37
221	7320	Equipment < \$5,000	1148 WS Darley & Co	17479012 1 Custom Coat, 1 Custom Pant - New Hires	2,993.00



# City of Des Plaines

## Warrant Register 12/05/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
222	7320	Equipment < \$5,000	1148 WS Darley & Co	17479012	1 Custom Coat, 1 Custom Pant - New Hires	19.74
223	7320	Equipment < \$5,000	1148 WS Darley & Co	17480324	5 Rung Ladders	116.64
224	7320	Equipment < \$5,000	1148 WS Darley & Co	17480531	6 Suspenders	330.00
225	7320	Equipment < \$5,000	1148 WS Darley & Co	17480550	2 Custom Coats, 2 Custom Pants - New Hires	5,986.00
226	7320	Equipment < \$5,000	1148 WS Darley & Co	17480550	2 Custom Coats, 2 Custom Pants - New Hires	26.36
227	7320	Equipment < \$5,000	1080 Air One Equipment Inc	186538	Regulator Hose Assembly	469.79
228	7320	Equipment < \$5,000	1080 Air One Equipment Inc	186823	1 White Helmet - Division Chief	319.00
229	8015	Equipment	1118 Chicago Communications LLC	339711	Motorola Radio Equipment Services	24,474.66
<b>Total 710 - Emergency Services</b>					<b>64,787.24</b>	

Division: 720 - Fire Prevention						
230	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 111022	Water Delivery Service 10/13/2022	36.43
<b>Total 720 - Fire Prevention</b>					<b>36.43</b>	

<b>Total 70 - Fire Department</b>					<b>64,823.67</b>
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Department: 75 - Fire & Police Commission						
231	5310	Membership Dues	1573 IL Fire & Police Commissioners Association	02631	2023 City-Wide Membership Renewal	375.00
232	5340	Pre-Employment Testing	5213 Shaughnessy, Kevin W	11/06/2022	Pre-Employment Polygraph Testing Services 11/06/2022	230.00
233	5340	Pre-Employment Testing	1320 IL State Police	Cost 01755-10/22	Fingerprint Background Check Services October 2022	28.25
<b>Total 75 - Fire &amp; Police Commission</b>					<b>633.25</b>	

Department: 90 - Overhead						
234	6030	AMB Fee Processing Services	3640 Andres Medical Billing Ltd	256525	Collections for Services Oct 2022 - Ambulance Fees	12,259.72
235	7550	Miscellaneous Expenses	7961 BridgePay Network Solutions LLC	11029	Utility Web & Business License Transaction Fees Oct 2022	0.20
<b>Total 90 - Overhead</b>					<b>12,259.92</b>	

<b>Total 100 - General Fund</b>					<b>357,182.13</b>
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Fund: 206 - TIF #6 Mannheim/Higgins Fund						
Program: 09A0 - 2009A Refunding 2003C/2004B						
236	8375	Bank/Trust/Agency Fees	1718 Amalgamated Bank of Chicago	1853486004-2022	Bank/Agency Fees Bond Series 2009A for 11/01/2022-10/31/2023	350.00
<b>Total 09A0 - 2009A Refunding 2003C/2004B</b>					<b>350.00</b>	

<b>Total 206 - TIF #6 Mannheim/Higgins Fund</b>					<b>350.00</b>
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Fund: 208 - TIF #8 Oakton						
237	6000	Professional Services	8133 Elrod Friedman LLP	10376	10-22 Non-Retainer Matters	2,862.21
<b>Total 208 - TIF #8 Oakton</b>					<b>2,862.21</b>	

# City of Des Plaines

## Warrant Register 12/05/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Fund: 250 - Grant Projects Fund</b>					
<b>Program: 2520 - Capital Grants</b>					
238	6000	Professional Services	5778 Elite Appraisal Center LLC	0061326 Hazard Mitigation Program - 1752 Junior Ter. Appraisal 11/14/22	400.00
239	6000	Professional Services	5778 Elite Appraisal Center LLC	0061328 Hazard Mitigation Program - 1796 Rand Rd Appraisal 11/06/22	400.00
240	6000	Professional Services	5778 Elite Appraisal Center LLC	0061329 Hazard Mitigation Program - 1669 E Walnut Appraisal 11/06/2022	400.00
241	6000	Professional Services	5778 Elite Appraisal Center LLC	0061330 Hazard Mitigation Program - 1300 E River Dr Appraisal 11/07/22	400.00
242	6000	Professional Services	4001 Rick Hiton & Associates	10220022 Hazard Mitigation Program - 1669 E Walnut Appraisal 11/04/2022	400.00
243	6000	Professional Services	4001 Rick Hiton & Associates	10220023 Hazard Mitigation Program - 1796 Rand Rd Appraisal 11/04/22	400.00
244	6000	Professional Services	4001 Rick Hiton & Associates	10220025 Hazard Mitigation Program - 1752 Junior Ter. Appraisal 11/14/22	400.00
245	6000	Professional Services	1123 Christopher B Burke Engineering LTD	178683 R-157-21 Eng Svcs for Area #4 Flood Imp Proj 09/25-10/29/22	2,479.00
246	6000	Professional Services	1123 Christopher B Burke Engineering LTD	178684 R-184-21 Task Order 7 Prof Eng Svcs 9/25-10/29/2022	26,910.50
247	6005	Legal Fees	8133 Elrod Friedman LLP	10364 10-22 Non-Retainer IEMA & FEMA Review Phase 5	1,242.00
248	6005	Legal Fees	8133 Elrod Friedman LLP	10365 10-22 Non-Retainer IEMA & FEMA Review Phase 4	1,541.00
<b>Total 2520 - Capital Grants</b>					<b>34,972.50</b>

<b>Total 250 - Grant Projects Fund</b>	<b>34,972.50</b>
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<b>Fund: 260 - Asset Seizure Fund</b>					
<b>Program: 2620 - DEA</b>					
249	5325	Training	3682 Belvidere, City of	2204 3 Days Range Rental For TRT 5/13, 8/10, 10/19/2022	360.00
250	8015	Equipment	7920 SF Mobile-Vision Inc	49731 60 Body Camera Molle Clips	1,530.00
251	8015	Equipment	2820 Pro-Tech Security Sales	INV1122 2 Level III Ballistic Shields	9,654.00
<b>Total 2620 - DEA</b>					<b>11,544.00</b>

<b>Total 260 - Asset Seizure Fund</b>	<b>11,544.00</b>
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<b>Fund: 400 - Capital Projects Fund</b>					
252	6000	Professional Services	5659 V3 Companies of Illinois Ltd	17050-28 Engr Svcs-S-Curve Bike/Ped Underpass Ph 1 9/25/2022-10/29/2022	5,622.10
253	6000	Professional Services	1123 Christopher B Burke Engineering LTD	178682 R-49-22 TO #1 CIP Con A, Area 4 Drainage Imp 09/25-10/29/22	30,270.00
254	6000	Professional Services	1079 AECOM Technical Services Inc	2000686911 R-52-22 Professional Engr Services TO#1 10/01/22-10/28/22	28,140.97
255	6000	Professional Services	8684 Cage Engineering, Inc.	6719 Professional Engr Svcs - Halston Market 10/10-11/1/2022	1,700.00
<b>Total 400 - Capital Projects Fund</b>					<b>65,733.07</b>

# City of Des Plaines

## Warrant Register 12/05/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Fund: 410 - Equipment Replacement Fund</b>					
<b>Department: 00 - Non Departmental</b>					
256	8020	Vehicles	5035 Northwest Trucks Inc	M101000467 Chipper Body Truck -M2106 - 10/26/2022, R-34-22	111,550.00
<b>Total 00 - Non Departmental</b>					<b>111,550.00</b>
<b>Department: 60 - Police Department</b>					
257	8020	Vehicles	1146 Currie Motors Frankfort Inc	E9495 E9449 E945 (3) 2022 Ford Interceptor AWD Vehicles R-43-22	103,925.00
<b>Total 60 - Police Department</b>					<b>103,925.00</b>
<b>Total 410 - Equipment Replacement Fund</b>					<b>215,475.00</b>
<b>Fund: 420 - IT Replacement Fund</b>					
258	8005	Computer Hardware	1035 Dell Marketing LP	10624951218 Dell Mobile Precision Workstation 5570 CTO	2,489.00
259	8005	Computer Hardware	1035 Dell Marketing LP	10625946688 Soundbar and Monitor	852.77
<b>Total 420 - IT Replacement Fund</b>					<b>3,341.77</b>
<b>Fund: 430 - Facilities Replacement Fund</b>					
260	6000	Professional Services	7661 FGM Architects Inc	20-2890.01-10 Addition Design - Police Station - 10/01- 10/28/2022, R-65-20	18,095.00
261	6000	Professional Services	7661 FGM Architects Inc	22-3322.02-2 TO#15 Construct Admin-Fire Sta #61- 10/01-10/28/2022, R-116-19	1,720.00
262	6000	Professional Services	2436 Haeger Engineering LLC	90022 PD Addition Engineering 9/6-11/2/22	640.00
<b>Total 430 - Facilities Replacement Fund</b>					<b>20,455.00</b>
<b>Fund: 500 - Water/Sewer Fund</b>					
<b>Non Departmental</b>					
<b>Division: 550 - Water Systems</b>					
263	6040	Waste Hauling & Debris Removal	1328 John Neri Construction Company Inc	110222 Agg Materials & Spoils Disposal - 08/17- 08/26/2022, R-175-20	5,806.00
264	6040	Waste Hauling & Debris Removal	1328 John Neri Construction Company Inc	110322 Agg Materials & Spoils Disposal - 10/26- 10/26/2022, R-175-20	12,577.00
265	6115	Licensing/Titles	4823 Schilf, David K	Reimb 9/13/22 CDL License - Superintendent - 09/31/2022 - Exp 10/13/2026	30.00
266	6195	Miscellaneous Contractual Services	5400 Dahme Mechanical Industries Inc	20221004203862 78 RPZ Backflow Inspections 10/4/22	590.61
267	6195	Miscellaneous Contractual Services	5400 Dahme Mechanical Industries Inc	20221025111996 94 RPZ Repair - Central Pump - 10/25/2022	1,087.50
268	6195	Miscellaneous Contractual Services	3781 Smith Ecological Systems Company	24034 Annual Chlorine System Maintenance - 10/31/2022	9,398.62
269	6195	Miscellaneous Contractual Services	4022 M E Simpson Co Inc	39533 TO# 5 Large Meter Testing - 10/05- 10/11/2022, R-213-21	2,185.00
270	6195	Miscellaneous Contractual Services	4583 Argon Electric Company, Inc	9614 TO#18 Miner to Miner & Wheels Dish - 06/25-08/06/2022, R-174-21	19,618.00
271	6195	Miscellaneous Contractual Services	4583 Argon Electric Company, Inc	9641 Camera Install - O'Hare Lakes Station - 10/20/2022	2,114.00
272	7000	Office Supplies	1644 Warehouse Direct Inc	5365357-0 Batteries, Paper, & Pens - PW	17.22
273	7020	Supplies - Safety	1703 ProSafety Inc	2/890580 Locating Paint & Gloves	601.20
274	7020	Supplies - Safety	2067 Cutler Workwear	PS-INV011628 2 Pairs Safety Boots	332.90
275	7030	Supplies - Tools & Hardware	1709 Ziebell Water Service Products Inc	259872-000 Pipe Wrench	120.00

# City of Des Plaines

## Warrant Register 12/05/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
276	7030	Supplies - Tools & Hardware	4093 White Cap LP	50019749007	Marking Wand	100.17
277	7035	Supplies - Equipment R&M	8244 Des Plaines Ace Hardware	2922	8 D Batteries	17.09
278	7035	Supplies - Equipment R&M	1088 Atlas Bobcat LLC	BY7076	6 Skid Steer Tires - PW 5081 & PW 9035	1,065.30
279	7045	Supplies - Building R&M	1057 Menard Incorporated	7621	Wired Photocell & LED Lights - Maple Water Plant	51.74
280	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10465583	3.0 Cu Yds Top Soil & 25 Lbs Grass Seed - 11/01/2022	193.00
281	7070	Supplies - Water System Maintenance	1328 John Neri Construction Company Inc	110222	Agg Materials & Spoils Disposal - 08/17-08/26/2022, R-175-20	12,670.98
282	7070	Supplies - Water System Maintenance	1328 John Neri Construction Company Inc	110322	Agg Materials & Spoils Disposal - 10/26-10/26/2022, R-175-20	3,735.69
283	7070	Supplies - Water System Maintenance	8244 Des Plaines Ace Hardware	2338	AA Batteries	9.89
284	7070	Supplies - Water System Maintenance	8244 Des Plaines Ace Hardware	2341	AAA Batteries	14.39
285	7070	Supplies - Water System Maintenance	8244 Des Plaines Ace Hardware	2403	2 LED Bulbs	32.38
286	7070	Supplies - Water System Maintenance	1709 Ziebell Water Service Products Inc	259792-000	End Caps, Grip Cap & Plugs	779.00
287	7070	Supplies - Water System Maintenance	1709 Ziebell Water Service Products Inc	260022-000	2 Top Nuts	174.00
288	7070	Supplies - Water System Maintenance	1709 Ziebell Water Service Products Inc	260074-000	Valve Box Key	193.00
289	7070	Supplies - Water System Maintenance	1709 Ziebell Water Service Products Inc	260163-000	Cut In Valve & Gasket	1,289.00
290	7070	Supplies - Water System Maintenance	8244 Des Plaines Ace Hardware	2605	Batteries	8.09
291	7070	Supplies - Water System Maintenance	8244 Des Plaines Ace Hardware	2763	5 Box Spacers	8.95
292	7070	Supplies - Water System Maintenance	8244 Des Plaines Ace Hardware	2925	20 Lbs Hydraulic Cement	41.38
293	7070	Supplies - Water System Maintenance	1057 Menard Incorporated	7986	Shelf Unit	224.69
294	7070	Supplies - Water System Maintenance	1057 Menard Incorporated	8046	Returned Shelf Unit	(224.69)
295	7070	Supplies - Water System Maintenance	1057 Menard Incorporated	8048	4-Tier Shelf - PW Meter Room	85.99
296	7070	Supplies - Water System Maintenance	6992 Core & Main LP	R883972	3" Meter, Gasket, Bolts, & Nuts	2,065.00
297	7105	Wholesale Water - NWWC	2901 Northwest Water Commission	11022022	Wholesale Water Purchase - October 2022, R-183-14	336,120.95
298	7120	Gasoline	8331 Avalon Petroleum Company Inc	577263	5,000 Gals Unleaded Gasoline - 10/28/2022, R-163-20	2,007.05
299	7130	Diesel	8331 Avalon Petroleum Company Inc	029889	2,000 Gals Bio Diesel Fuel - 10/28/2022, R-163-20	288.45
300	7200	Other Supplies	1644 Warehouse Direct Inc	5366521-0	1 Case Disinfectant Spray	42.73
<b>Total 550 - Water Systems</b>						<b>415,472.27</b>

# City of Des Plaines

## Warrant Register 12/05/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
<b>Division: 560 - Sewer Systems</b>						
301	6040	Waste Hauling & Debris Removal	1328 John Neri Construction Company Inc	110322	Agg Materials & Spoils Disposal - 10/26-10/26/2022, R-175-20	1,023.00
302	6135	Rentals	6656 Route 12 Rental Co Inc	125256	Bobcat Rental - 09/14/2022	242.53
303	6190	Tow/Storage/Abandoned Fees	5874 Suburban Towing & Recovery Inc	164300	Tow Winch Equipment Out of Retention Pond - PW 9026 - 10/06/2022	2,205.00
304	6305	R&M Equipment	1564 EJ Equipment Inc	W14253	Camera Repair 09/08/2022	420.00
305	6505	Subsidy - Sewer Lateral Program	8745 Cupal, Cynthia L	SLP 22-016	Sewer Lateral Rebate 11/15/2022	2,307.70
306	6505	Subsidy - Sewer Lateral Program	8744 Pelletiere, Reba	SLP 22-017	Sewer Lateral Rebate 11/15/2022	1,890.00
307	6510	Subsidy - Flood Assistance	8746 Bloch, Randal	FRB 22-017	Flood Rebate 11/15/2022	2,000.00
308	7000	Office Supplies	1644 Warehouse Direct Inc	5365357-0	Batteries, Paper, & Pens - PW	32.70
309	7035	Supplies - Equipment R&M	1018 Anderson Lock Company LTD	1105117	2 Keys Cut	9.46
310	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	842778	Silicone - PW 8020	8.15
311	7075	Supplies - Sewer System Maintenance	1072 Prairie Material	890628550	1.75 Cu Yds Concrete - Restorations - 08/05/2022	219.19
312	7120	Gasoline	8331 Avalon Petroleum Company Inc	577263	5,000 Gals Unleaded Gasoline - 10/28/2022, R-163-20	701.22
313	7130	Diesel	8331 Avalon Petroleum Company Inc	029889	2,000 Gals Bio Diesel Fuel - 10/28/2022, R-163-20	729.56
314	7200	Other Supplies	1644 Warehouse Direct Inc	5366521-0	1 Case Disinfectant Spray	42.73
315	8015	Equipment	2053 USA Bluebook	161889	Davit Arm Confined Space Equipment - 11/01/2022	4,664.45
<b>Total 560 - Sewer Systems</b>					<b>16,495.69</b>	

<b>Division: 580 - CIP - Water/Sewer</b>						
316	6000	Professional Services	1606 Dixon Engineering Inc	22-1267	Design Review & Install - Miner Tank - 11/08/2022, R-41-20	1,350.00
317	8100	Improvements	1328 John Neri Construction Company Inc	102722	Water Sys Sep Project - 09/04-09/25/2022, R-36-22 & R-132-22	51,351.25
318	8100	Improvements	4583 Argon Electric Company, Inc	9638	TO#13 Camera Install-Maple Pump Station-09/26-10/31/22, R-122-22	30,758.00
<b>Total 580 - CIP - Water/Sewer</b>					<b>83,459.25</b>	

<b>Total 00 - Non Departmental</b>					<b>515,427.21</b>
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<b>Department: 30 - Finance</b>						
319	6025	Administrative Services	7961 BridgePay Network Solutions LLC	11029	Utility Web & Business License Transaction Fees Oct 2022	255.10
<b>Total 30 - Finance</b>					<b>255.10</b>	

<b>Total 500 - Water/Sewer Fund</b>					<b>515,682.31</b>
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# City of Des Plaines

## Warrant Register 12/05/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Fund: 510 - City Owned Parking Fund</b>					
320	6000	Professional Services	2785 Walker Parking Consultants/Engineers Inc	310091323001 Prof Serv-Construction Repairs-Civic Deck-9/30-10/27/22, R-15-21	1,700.00
321	6025	Administrative Services	4300 Passport Parking Incorporated	INV-1034385 Mobile Pay Parking Transaction Fee for Oct 2022	24.79
322	6320	R&M Parking Lots	5400 Dahme Mechanical Industries Inc	2022100420386278 RPZ Backflow Inspections 10/4/22	393.74
323	6320	R&M Parking Lots	2350 Anderson Elevator Co	INV-63004-P7G5 October 2022 Elevator Inspections	480.00
<b>Total 510 - City Owned Parking Fund</b>					<b>2,598.53</b>

<b>Fund: 520 - Metra Leased Parking Fund</b>					
324	6025	Administrative Services	4300 Passport Parking Incorporated	INV-1034385 Mobile Pay Parking Transaction Fee for Oct 2022	355.20
<b>Total 520 - Metra Leased Parking Fund</b>					<b>355.20</b>

<b>Fund: 600 - Risk Management Fund</b>					
325	5345	Post-Employment Testing	7133 Mid-West Truckers Association Inc	21591 DOT Testing - 09/14/2022	88.00
326	6005	Legal Fees	8133 Elrod Friedman LLP	10385 10-22 Non-Retainer PSEBA Proceedings	1,560.50
<b>Total 600 - Risk Management Fund</b>					<b>1,648.50</b>

<b>Fund: 610 - Health Benefits Fund</b>					
327	6195	Miscellaneous Contractual Services	8374 Wex Health Incorporated	0001620366-IN Commuter, FSA, and COBRA Monthly Admin Fees 2022 - October 2022	700.00
<b>Total 610 - Health Benefits Fund</b>					<b>700.00</b>

<b>Fund: 700 - Escrow Fund</b>					
328	2229	Event - Holiday Lighting	2297 Salvation Army, The	12/02/22 Stipend for Tree Lighting 12/2/22 - Refreshments	250.00
329	2229	Event - Holiday Lighting	2336 Maine West High School	12/02/22 Stipend for Tree Lighting 12/2/22-Band & Choraliers Performance	500.00
330	2229	Event - Holiday Lighting	1717 Des Plaines Historical Society	12/02/22 Stipend for Tree Lighting 12/2/22 - Refreshments	250.00
331	2229	Event - Holiday Lighting	8527 Move the Beat	12/02/22 Stipend for Tree Lighting 12/2/22 - Performance	250.00
332	2229	Event - Holiday Lighting	8526 Kalapadma Dance Academy	12/02/22 Stipend for Tree Lighting 12/2/22 - Performance	250.00
333	2229	Event - Holiday Lighting	1431 Optimist Club of Des Plaines	12/02/22 Stipend for Tree Lighting 12/2/22 - Trees	800.00
334	2229	Event - Holiday Lighting	1281 Des Plaines Park District	12/02/22 Stipend for 12/2/22 - Artistry In Motion Performance	250.00
335	2229	Event - Holiday Lighting	8748 Big Noise Theatre	12/02/22 Stipend for Tree Lighting 12/2/22 - Performance	250.00
336	2430	Escrow - Police Items	1320 IL State Police	Cost 01755-10/22 Fingerprint Background Check Services October 2022	84.75
337	2460	Refundable Bonds	8737 Damiano, Peter	Refund 10/25/202 Demolition Refundable Bond 10 River Road - 2022-04000146	5,000.00
338	2460	Refundable Bonds	8743 2311 LLC	Refund 11/14/22 Bond Refund -1864 Dexter- 2020-2022-05000325	5,000.00
339	2460	Refundable Bonds	8743 2311 LLC	Refund 11/14/22A Bond Refund -1875 Webster- 2020-2022-05000321	5,000.00
340	2493	Escrow - CED Development	8133 Elrod Friedman LLP	10368A 10-22 Reimb Redevelopment	513.00

# City of Des Plaines

## Warrant Register 12/05/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
341	2493	Escrow - CED Development	8133 Elrod Friedman LLP	10369	10-22 Reimb Redevelopment	210.00
342	2493	Escrow - CED Development	8133 Elrod Friedman LLP	10370	10-22 Reimb Redevelopment	120.00
343	2493	Escrow - CED Development	8133 Elrod Friedman LLP	10371	10-22 Reimb Redevelopment	966.00
344	2493	Escrow - CED Development	8133 Elrod Friedman LLP	10372	10-22 Reimb Redevelopment	51.05
345	2493	Escrow - CED Development	8133 Elrod Friedman LLP	10373	10-22 Reimb Redevelopment	126.00
346	2493	Escrow - CED Development	8133 Elrod Friedman LLP	10375	10-22 Reimb Redevelopment	456.00
347	2493	Escrow - CED Development	1050 Journal & Topics Newspapers	188940	Legal Notice 11/2/2022 for PZB Mtg 11/22/2022	75.00
348	2493	Escrow - CED Development	1050 Journal & Topics Newspapers	188940	Legal Notice 11/2/2022 for PZB Mtg 11/22/2022	75.00
349	2493	Escrow - CED Development	8738 Damiano Properties LLC	Refund 11/1/2022	CED 4501 Escrow Refund	8,566.47
350	2493	Escrow - CED Development	8740 Nadolski, David J	Refund 11/7/2022	CED 4542 Escrow Refund	450.59
<b>Total 700 - Escrow Fund</b>					<b>29,493.86</b>	
<b>Grand Total</b>					<b>1,262,394.08</b>	

# City of Des Plaines

## Warrant Register 12/05/2022

### Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
<b>Fund: 100 - General Fund</b>						
<b>Police Department</b>						
<b>Division: 630 - Support Services</b>						
351	6015	Communication Services	1032 Comcast	11/06/22 x7069	Internet/Cable Service 11/10-12/09/2022	114.95
352	6015	Communication Services	1009 AT&T	847R18054610-22	Communication Service 10/28-11/27/2022	63.87
<b>Total 630 - Support Services</b>					<b>178.82</b>	
<b>Total 60 - Police Department</b>					<b>178.82</b>	
<b>Total 100 - General Fund</b>					<b>178.82</b>	
<b>Fund: 700 - Escrow Fund</b>						
353	2229	Event - Holiday Lighting	6169 HRP Chicago LLC	10513	A/V for Holiday Lighting and Winter Fair 12/2-12/3/22	1,755.00
354	2229	Event - Holiday Lighting	6169 HRP Chicago LLC	10513	A/V for Holiday Lighting and Winter Fair 12/2-12/3/22	1,155.25
<b>Total 700 - Escrow Fund</b>					<b>2,910.25</b>	
<b>Grand Total</b>					<b>3,089.07</b>	



# City of Des Plaines

## Warrant Register 12/05/2022

### JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
<b>Fund: 100 - General Fund</b>						
<b>Elected Office</b>						
<b>Division: 120 - City Clerk</b>						
355	5320	Conferences	4444 Misc Vendor for Procurement Card	PC - 38455	Hotel-City Clerk-Municipal Clerks of IL Conf 10/09-10/14/2022	672.00
<b>Total 120 - City Clerk</b>					<b>672.00</b>	
<b>Total 10 - Elected Office</b>					<b>672.00</b>	
<b>City Administration</b>						
<b>Division: 210 - City Manager</b>						
356	6195	Miscellaneous Contractual Services	8153 Zoom Video Communications Inc	PC - 38469	Zoom Subscription 10/26-11/25/2022 for City Manager	14.99
357	8010	Furniture & Fixtures	1941 Global Equipment Company	PC - 38526	Magnetic Glass Whiteboard for the 6th Floor Conference Room	618.04
<b>Total 210 - City Manager</b>					<b>633.03</b>	
<b>Division: 230 - Information Technology</b>						
358	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 38535	Dpcitynet.com Domain Renewal 10/6/22 - 10/6/23	85.96
359	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 38536	Dpcitynet.org Renewal 10/8/22-10/8/25, Protection thru 10/8/27	132.96
360	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 38545	Monthly Secure Express Renewal 10/17/22 - 11/15/22	7.99
361	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 38554	Cityofdesplaines/Tasteofdesplaines Renewal 10/23/22 - 10/23/24	179.93
362	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 38555	Dpcitynet/Cityofdesplaines/Desplaines Renewal 9/26/22-10/24/22	14.97
363	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 38556	Monthly Dpcitynet.com Renewal 9/27/22 - 10/25/22	4.99
364	6300	R&M Software	5898 CrushFTP LLC	PC - 38531	Crush FTM Maintenance Support 9/9/22 - 9/9/23	250.00
365	7005	Printer Supplies	4348 Amazon.Com	PC - 38539	Printfield Epson Printer Ribbon for IT Department	27.98
366	7005	Printer Supplies	4348 Amazon.Com	PC - 38540	Bradley All-Weather Vinyl Label for IT Department	22.84
367	7005	Printer Supplies	4348 Amazon.Com	PC - 38551	Fargo Color Ribbon for City Use	131.62
368	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 38532	Heavy Duty Power Strip for City Use	75.97
369	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 38533	Otterbox iPhone Case for City Use	48.42
370	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 38534	Fiber Patch Cable for IT Department	362.30
371	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 38537	Credit for Disputed Item	(15.05)
372	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 38538	Amazon Web Services - Disputed Item	15.05
373	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 38543	Bradley Portable Label Maker for IT Department	119.00
374	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 38544	Epson Multifunction Printer for City Use	462.28
375	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 38546	Cisco Wall Mount Phone Kit for City Use	39.00
376	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 38547	Heavy Duty Power Strip for City Use	69.98
377	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 38548	USB C to USB Adapters for City Use	151.07
378	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 38550	Cat6 RJ45 Surface Mount Box for City Use	30.91
379	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 38552	Dell Docking Station for City Use	364.95
380	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 38553	RJ45 Ethernet Adapter for IT Department	63.96

# City of Des Plaines

## Warrant Register 12/05/2022

### JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
381	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 38557	Logitech Wireless Keyboard and Mouse Combo for City Use	157.82
382	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 38558	Dell Optiplex Mount for City Use	69.26
383	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 38559	Cable Matters Cat6 RJ45 Surface Mount Box for City Use	15.45
384	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 38560	Western Digital 500GB Hard Drives for IT Department	449.90
385	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 38561	Glass Whiteboard for IT Department	449.58
386	8010	Furniture & Fixtures	4348 Amazon.Com	PC - 38549	Two Shelf Garment Rack for IT Department	548.99
<b>Total 230 - Information Technology</b>					<b>4,338.08</b>	

<b>Division: 240 - Media Services</b>						
387	5325	Training	1485 ILCMA - IL City/County Management Assoc	PC - 38393	Registration for Workshop on 11/9/22 for Media Services Dir	35.00
388	6108	Public Relations & Communications	5500 4imprint Inc	PC - 38391	400 Des Plaines Branded Pen Giveaways for any Event	183.98
389	6535	Subsidy - Youth Commission	6928 Fun Express LLC	PC - 38456	Youth Commission Supplies for 12/10/22	165.41
390	6535	Subsidy - Youth Commission	4348 Amazon.Com	PC - 38457	Youth Commission Event Supplies for 12/10/22	55.92
391	6535	Subsidy - Youth Commission	1076 Sam's Club Direct	PC - 38458	Youth Commission Event Supplies for 10/29/22	219.76
392	6535	Subsidy - Youth Commission	4348 Amazon.Com	PC - 38459	Youth Commission - General Supply Replenishment	34.99
393	6535	Subsidy - Youth Commission	2318 Jewel Food Stores	PC - 38460	Youth Commission Event Supplies for 10/24/22	45.98
394	6535	Subsidy - Youth Commission	5131 Mug's Pizza and Ribs	PC - 38461	Youth Commission Event Supplies for 10/24/22	460.00
395	7310	Publications	1456 Chicago Tribune	PC - 38395	Annual Subscription for City Manager 10/27/2022-10/25/2023	207.48
396	7310	Publications	1456 Chicago Tribune	PC - 38396	Annual Subscription for City Clerk Office 10/26/2022-10/24/2023	207.48
397	7310	Publications	1456 Chicago Tribune	PC - 38397	Annual Subscription for Media Services 10/31/2022-11/23/2023	207.48
<b>Total 240 - Media Services</b>					<b>1,823.48</b>	

<b>Division: 250 - Human Resources</b>						
398	5335	Travel Expenses	5410 Eagle Ridge Resort	PC - 38450	Hotel-IPELRA Annual Conference-Dir of HR 10/22-10/26/22	540.18
399	6100	Publication of Notices	5760 LinkedIn	PC - 38448	Job Ad: Building Official 9/22-9/30/22	216.41
400	6195	Miscellaneous Contractual Services	8153 Zoom Video Communications Inc	PC - 38449	Zoom Subscription 10/22/22-10/21/23 for HR	149.90
401	7550	Miscellaneous Expenses	2318 Jewel Food Stores	PC - 38451	Snacks for Customer Service Training on 10/27/22-City-Wide	41.96
<b>Total 250 - Human Resources</b>					<b>948.45</b>	

<b>Total 20 - City Administration</b>					<b>7,743.04</b>
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<b>Department: 30 - Finance</b>						
402	5325	Training	4436 Computer Training Source Inc	PC - 38524	Excel Class for 10 Employees 10/12/2022	2,715.00
403	5325	Training	4436 Computer Training Source Inc	PC - 38529	Excel Class for 10 Employees 10/26/2022	2,890.00

# City of Des Plaines

## Warrant Register 12/05/2022

### JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
404	7000	Office Supplies	4348 Amazon.Com	PC - 38517	Post-It Notes, Scotch Tape, Pens, Etc.	114.81
405	7000	Office Supplies	4348 Amazon.Com	PC - 38518	Sharpie King Size Black Permanent Marker	9.21
406	7000	Office Supplies	4348 Amazon.Com	PC - 38519	2 Packs of Refillable Extra Fine Point Pens	32.56
407	7000	Office Supplies	4348 Amazon.Com	PC - 38520	10 Pack of Staples	18.45
408	7000	Office Supplies	4348 Amazon.Com	PC - 38522	Paper Coffee Cups, Pens, Highlighters, Etc.	50.94
409	7000	Office Supplies	4348 Amazon.Com	PC - 38527	1 Box of Paper-Mate Felt Tip Pens	11.12
410	7200	Other Supplies	4348 Amazon.Com	PC - 38521	Paper Coffee Cups, Pens, Highlighters, Etc.	82.74
411	7200	Other Supplies	1076 Sam's Club Direct	PC - 38528	Paper Plates and K-Cups	135.20
412	7300	Uniforms	1538 Lands' End Business Outfitters	PC - 38525	Refund for Tax Charged in Error	(64.95)
<b>Total 30 - Finance</b>					<b>5,995.08</b>	

Community Development						
<b>Division: 410 - Building &amp; Code Enforcement</b>						
413	7300	Uniforms	1538 Lands' End Business Outfitters	PC - 38474	Reimb from Taxes Charged on 08/02/2022 from Lands End	(5.43)
414	7310	Publications	1447 International Code Council Inc	PC - 38475	Reimb from Taxes Charged on 09/21/2022 from Intl Code Council	(41.26)
<b>Total 410 - Building &amp; Code Enforcement</b>					<b>(46.69)</b>	

Division: 420 - Planning & Zoning						
415	5320	Conferences	7034 American Planning Association - Illinois Chapter	PC - 38476	APA Webinar on 10/26/2022 for Community Development Director	15.00
416	5320	Conferences	7034 American Planning Association - Illinois Chapter	PC - 38477	APA Webinar on 10/26/2022 for Senior Planner	15.00
417	7300	Uniforms	4348 Amazon.Com	PC - 38473	3 Boxes of Shubees Shoe Covers for Inspectors	115.74
<b>Total 420 - Planning &amp; Zoning</b>					<b>145.74</b>	

<b>Total 40 - Community Development</b>					<b>99.05</b>
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Public Works & Engineering						
<b>Division: 530 - Street Maintenance</b>						
418	7020	Supplies - Safety	4348 Amazon.Com	PC - 38479	Winter Bib Overalls - Mechanics and Streets	479.96
419	7020	Supplies - Safety	4348 Amazon.Com	PC - 38482	Winter Jackets - Streets	559.96
420	7020	Supplies - Safety	4348 Amazon.Com	PC - 38483	Winter Jacket - Streets	139.99
421	7200	Other Supplies	1076 Sam's Club Direct	PC - 38564	Training Meeting Supplies	55.73
<b>Total 530 - Street Maintenance</b>					<b>1,235.64</b>	

Division: 535 - Facilities & Grounds Maintenance						
422	5325	Training	6313 TPC Trainco	PC - 38565	AC-Crew Leader-12/5-6/22 Elec-Main Op-11/14-15/22 Training	2,390.00
423	5325	Training	8666 Thermosystems LLC	PC - 38567	Chiller Training at City Hall - Foreman - 10/18/2022	843.00
424	6315	R&M Buildings & Structures	7689 Ambius	PC - 38394	October Monthly Bill for Plant Maintenance	714.08
425	6315	R&M Buildings & Structures	8666 Thermosystems LLC	PC - 38566	Chiller Refrigerant Installation - 10/12/2022	1,185.00
426	7020	Supplies - Safety	4348 Amazon.Com	PC - 38488	Winter Bib Overalls - Facilities	119.99

# City of Des Plaines

## Warrant Register 12/05/2022

### JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
427	7035	Supplies - Equipment R&M	4348 Amazon.Com	PC - 38568	Ice Maker Motor - City Hall	196.70
428	7045	Supplies - Building R&M	4444 Misc Vendor for Procurement Card	PC - 38389	HID Access Cards	698.00
429	7045	Supplies - Building R&M	4348 Amazon.Com	PC - 38392	4 Cables for Picture Rail in Council Chambers	31.98
430	7045	Supplies - Building R&M	4348 Amazon.Com	PC - 38562	Window Repair Part - Fire Station 63	47.82
431	7045	Supplies - Building R&M	4348 Amazon.Com	PC - 38563	Wire for Door Access System - Fire Station 61	375.50
432	7045	Supplies - Building R&M	4348 Amazon.Com	PC - 38569	Ice Maker Solenoid - City Hall	62.99
433	7045	Supplies - Building R&M	4444 Misc Vendor for Procurement Card	PC - 38570	Fire Extinguisher and Cabinet - Civic Deck	542.98
434	7045	Supplies - Building R&M	4348 Amazon.Com	PC - 38571	Low Voltage Connectors for Door System - Fire Station 61	22.50
435	7045	Supplies - Building R&M	4348 Amazon.Com	PC - 38572	Ice Maker Replacement - City Hall	54.41
<b>Total 535 - Facilities &amp; Grounds Maintenance</b>					<b>7,284.95</b>	

Division: 540 - Vehicle Maintenance						
436	5325	Training	7048 EVT Certification Commission Inc	PC - 38398	EVT Training - Mechanic - 10/21/2022	120.00
437	5325	Training	1743 IL Fire Chiefs Association	PC - 38400	IFAMA EVT Training Membership Dues10/01/21-09/30/22-Mechanic	275.00
438	5325	Training	4444 Misc Vendor for Procurement Card	PC - 38401	Refund - Lodging for Training 10/03-10/07/2022 - Mechanic	(1,112.89)
439	5325	Training	4837 Radisson Hotel	PC - 38402	Lodging for Training 10/03-10/07/2022 - Mechanic	585.29
440	5325	Training	4837 Radisson Hotel	PC - 38403	Lodging for Training 10/03-10/07/2022 - Mechanic	561.75
441	5325	Training	4837 Radisson Hotel	PC - 38404	Lodging for Training 10/03-10/07/2022 - Mechanic	64.32
442	5325	Training	5448 Holiday Inn - East Peoria, IL	PC - 38447	Lodging for Training - Mechanic - 10/18-20/2022	442.38
443	7020	Supplies - Safety	4348 Amazon.Com	PC - 38478	Winter Bib Overalls - Mechanics and Streets	219.98
444	7020	Supplies - Safety	4348 Amazon.Com	PC - 38480	Winter Jackets - Mechanics	419.97
445	7040	Supplies - Vehicle R&M	4348 Amazon.Com	PC - 38406	Plow Markers	40.12
446	7300	Uniforms	4348 Amazon.Com	PC - 38399	Uniform Pants and Shirts - Foreman	119.44
447	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 38405	Leak Detector	118.79
<b>Total 540 - Vehicle Maintenance</b>					<b>1,854.15</b>	

<b>Total 50 - Public Works &amp; Engineering</b>	<b>10,374.74</b>
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Police Department						
Division: 610 - Uniformed Patrol						
448	5325	Training	4444 Misc Vendor for Procurement Card	PC - 38409	Lodging for Range Inst Class 10/2-10/7/2022 (2 Ofc)	741.75
449	5325	Training	4418 EBS - Eventbrite	PC - 38433	Refund for Cancelled Class Trauma Care Inst.10/11/2022 (1 Ofc)	(479.02)
450	7200	Other Supplies	2509 Lynn Peavey Co	PC - 38516	6 Cases of Red Evidence Tape	107.16
<b>Total 610 - Uniformed Patrol</b>					<b>369.89</b>	

Division: 620 - Criminal Investigation						
451	5325	Training	4444 Misc Vendor for Procurement Card	PC - 38414	Lodging for SRO Class 10/16-10/19/2022 (1 SRO)	329.28

# City of Des Plaines

## Warrant Register 12/05/2022

### JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
452	5325	Training	7096 ALICE Training Institute LLC	PC - 38435	Alice Instructor Class 1/4-1/5/2023 (1 SRO)	749.00
453	6015	Communication Services	8347 Browning Trail Cameras	PC - 38390	Cell Connection-Trail Camera for Surveillance 10/19-11/18/2022	29.99
454	7200	Other Supplies	4348 Amazon.Com	PC - 38439	Compressed Air Duster	21.78
<b>Total 620 - Criminal Investigation</b>					<b>1,130.05</b>	

<b>Division: 630 - Support Services</b>						
455	5310	Membership Dues	4444 Misc Vendor for Procurement Card	PC - 38437	2022-2023 Intl Police Mountain Bike Assoc. Membership (1 Ofc)	60.00
456	5320	Conferences	1470 IL Tactical Officers Assoc	PC - 38438	2022 ITOA Training Conference 11/21-11/22/2022 (1 Off)	350.00
457	5325	Training	4444 Misc Vendor for Procurement Card	PC - 38410	Lodging for Range Inst Class 10/2-10/7/2022 (1 Ofc)	741.75
458	5325	Training	4444 Misc Vendor for Procurement Card	PC - 38413	Fuel for Armorer Class 10/19/2022	58.51
459	5325	Training	4444 Misc Vendor for Procurement Card	PC - 38416	Fuel for Rifle Instructor Class 10/26/2022	59.69
460	5325	Training	4444 Misc Vendor for Procurement Card	PC - 38417	Lodging for Rifle Instructor Class 10/25-10/28/2022 (1 Ofc)	445.05
461	5325	Training	4444 Misc Vendor for Procurement Card	PC - 38418	Lodging for Rifle Instructor Class 10/25-10/28/2022 (1 Ofc)	445.05
462	5325	Training	4444 Misc Vendor for Procurement Card	PC - 38419	Fuel for Training Rifle Instructor 10/28/2022	63.84
463	7000	Office Supplies	4348 Amazon.Com	PC - 38430	Paper and Envelopes	247.74
464	7000	Office Supplies	4348 Amazon.Com	PC - 38431	4 Boxes of Envelopes	69.96
465	7000	Office Supplies	4348 Amazon.Com	PC - 38443	Pens	17.40
466	7000	Office Supplies	4348 Amazon.Com	PC - 38444	Batteries, Paper Plates, Napkins	84.88
467	7000	Office Supplies	4348 Amazon.Com	PC - 38446	Correction Tape, Sharpies, Sticky Notes, Pens	62.77
468	7010	Supplies - Community Relations	1076 Sam's Club Direct	PC - 38436	Candy for Trunk or Treat	119.86
469	7015	Supplies - Police Range	4348 Amazon.Com	PC - 38408	3 Wrist Map Holders for Marksmen, .30 Cal Boresnake	53.52
470	7015	Supplies - Police Range	5854 MidwayUSA	PC - 38411	Lead Sled	94.99
471	7200	Other Supplies	1018 Anderson Lock Company LTD	PC - 38412	8 Custom Keys, 3 Standard Keys	68.75
472	7200	Other Supplies	4348 Amazon.Com	PC - 38432	Plastic Spoons	63.97
473	7200	Other Supplies	4444 Misc Vendor for Procurement Card	PC - 38434	50 Catalytic Convert Etching Kits	537.15
474	7200	Other Supplies	1018 Anderson Lock Company LTD	PC - 38440	10 High Security Keys, 1 Standard Cut Key	214.73
475	7200	Other Supplies	4348 Amazon.Com	PC - 38441	Paper Cups	89.49
476	7200	Other Supplies	4348 Amazon.Com	PC - 38442	Paper Plates	43.50
477	7200	Other Supplies	4348 Amazon.Com	PC - 38445	Batteries, Paper Plates, Napkins	100.44
478	7200	Other Supplies	4348 Amazon.Com	PC - 38452	Foam Rollers and Duct Tape for Medical Training	48.57
479	7200	Other Supplies	1057 Menard Incorporated	PC - 38453	PEX Red Stick for Medical Training	3.98
480	7525	Meals	1076 Sam's Club Direct	PC - 38420	Prisoner Meals (3) Hot Pocket	11.12
481	7525	Meals	1076 Sam's Club Direct	PC - 38421	Refund for Prisoner Meals (3) Hot Pocket	(11.12)
<b>Total 630 - Support Services</b>					<b>4,145.59</b>	

<b>Total 60 - Police Department</b>					<b>5,645.53</b>
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**City of Des Plaines**  
**Warrant Register 12/05/2022**  
**JPMorgan Chase**

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
<b>Fire Department</b>						
<b>Division: 100 - Administration</b>						
482	5325	Training	2440 DJS Scuba Locker Inc	PC - 38463	4 ERDI Dive Classes 9/27-9/28 and 10/3-10/7 - 2 Paramedics	2,450.00
483	6310	R&M Vehicles	8555 Speedy Shine Car Wash	PC - 38490	Car Wash 10/01/2022 Vehicle 6102 - Deputy Chief	6.00
484	7000	Office Supplies	4348 Amazon.Com	PC - 38464	Custom Self-Inking Stamp	9.97
485	7200	Other Supplies	4348 Amazon.Com	PC - 38491	Retractable Badge Holder - Deputy Chief	18.98
486	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 38462	Combo Touch for iPad - Deputy Chief	133.99
487	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 38541	TV Wall Mount for Fire Department	99.99
488	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 38542	Samsung 75 TV for Fire Department	947.99
<b>Total 100 - Administration</b>					<b>3,666.92</b>	

<b>Division: 710 - Emergency Services</b>						
489	5325	Training	2219 Jones & Bartlett Learning LLC	PC - 38507	Fire Fight Skills and Hazmat Revised Books	163.94
490	5325	Training	2219 Jones & Bartlett Learning LLC	PC - 38508	Fire Fight Skills and Hazmat Book	100.15
491	5325	Training	2219 Jones & Bartlett Learning LLC	PC - 38509	3 Fire Investigator Books	242.41
492	5325	Training	4926 American Airlines	PC - 38510	Flight for High Rise Ops Training 12/05-12/10/22 - Div Chief	340.19
493	5325	Training	5689 Expedia	PC - 38512	Flight Booking Fee for High Rise Ops Training - Batt. Chief	4.76
494	5325	Training	4634 Delta Airlines Inc	PC - 38513	Flight for High Rise Ops Training 12/8/22 - Batt. Chief	171.60
495	5325	Training	4388 United Airlines	PC - 38514	Flight for High Rise Ops Training 12/4/22 - Batt. Chief	378.60
496	6115	Licensing/Titles	1472 IL Department of Public Health	PC - 38494	EMT License Renewal 11/30/22-11/30/2026 - Engineer	21.00
497	6115	Licensing/Titles	1472 IL Department of Public Health	PC - 38495	Paramedic License Renewal 10/31/22-10/31/26 - Paramedic	41.00
498	6115	Licensing/Titles	1472 IL Department of Public Health	PC - 38496	Paramedic License Renewal 10/31/22-10/31/26 - Paramedic	41.00
499	6115	Licensing/Titles	1472 IL Department of Public Health	PC - 38497	Paramedic License Renewal 10/31/22-10/31/26 - Paramedic	41.00
500	6115	Licensing/Titles	1472 IL Department of Public Health	PC - 38498	Paramedic License Renewal 11/30/22-11/30/26 - Paramedic	41.00
501	6310	R&M Vehicles	8555 Speedy Shine Car Wash	PC - 38492	Car Wash 10/17/2022 Vehicle 6102 - Deputy Chief	9.00
502	6315	R&M Buildings & Structures	2970 Action Fire Equipment Inc	PC - 38465	Pyro Chem System Service @ Station 63 08/11/22	190.00
503	7000	Office Supplies	4348 Amazon.Com	PC - 38467	Pack of 3 Sharpie Markers	11.78
504	7000	Office Supplies	4348 Amazon.Com	PC - 38506	Portfolio Binder	25.07
505	7320	Equipment < \$5,000	1747 Murphy's Contractors Equipment Inc	PC - 38466	8 Terminator Chains	1,732.90
506	7320	Equipment < \$5,000	1047 Home Depot Credit Svcs	PC - 38470	2 Sisal Ropes for Ladder Truck	21.96
507	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 38511	High Power Binoculars	51.99
508	7320	Equipment < \$5,000	5830 TG Technical Services LLC	PC - 38515	2 Civil Defense, 1 Lab, 3 Hazmat Simulstest Sets	843.63

# City of Des Plaines

## Warrant Register 12/05/2022

### JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
509	7550	Miscellaneous Expenses	6867 Marianos	PC - 38505	Bakery Goods for EMA Volunteer Meeting/Training 10/26/22	7.48
<b>Total 710 - Emergency Services</b>					<b>4,480.46</b>	

<b>Division: 720 - Fire Prevention</b>						
510	7200	Other Supplies	4444 Misc Vendor for Procurement Card	PC - 38471	Hot Dog Buns and Donuts for Open House 10/1/22	174.03
511	7200	Other Supplies	7456 Giuseppe's Incorporated	PC - 38472	8 Pizzas for Open House 10/1/22	193.00
<b>Total 720 - Fire Prevention</b>					<b>367.03</b>	

<b>Division: 730 - Emergency Management Agency</b>						
512	5325	Training	4444 Misc Vendor for Procurement Card	PC - 38503	9 Online Defensive Driving Courses for EMA Volunteers	449.46
513	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 38504	Jump Starter Box, Car Battery Booster Pack, Charger, Cables	99.95
<b>Total 730 - Emergency Management Agency</b>					<b>549.41</b>	

<b>Total 70 - Fire Department</b>					<b>9,063.82</b>
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<b>Department: 90 - Overhead</b>						
514	7550	Miscellaneous Expenses	1031 Des Plaines, City of	PC - 38454	Testing for EnerGov System 10/21/2022	1.00
<b>Total 90 - Overhead</b>					<b>1.00</b>	

<b>Total 100 - General Fund</b>					<b>39,594.26</b>
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<b>Fund: 260 - Asset Seizure Fund</b>						
<b>Program: 2620 - DEA</b>						
515	5325	Training	7035 Road Ranger LLC	PC - 38493	Fuel for Marksmen Training Class 10/13/2022	50.57
516	7200	Other Supplies	8244 Des Plaines Ace Hardware	PC - 38415	Batteries for TRT Optics	24.27
517	8015	Equipment	4348 Amazon.Com	PC - 38407	3 Wrist Map Holders for Marksmen, .30 Cal Boresnake	114.97
<b>Total 2620 - DEA</b>					<b>189.81</b>	

<b>Program: 2640 - Forfeit</b>						
518	7200	Other Supplies	7186 Bentley's Pet Stuff-SC	PC - 38468	Food for K9 Jager 10/19/2022	26.99
<b>Total 2640 - Forfeit</b>					<b>26.99</b>	

<b>Total 260 - Asset Seizure Fund</b>					<b>216.80</b>
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<b>Fund: 400 - Capital Projects Fund</b>						
519	5320	Conferences	6613 Ventra Mobile	PC - 38422	2022 Autodesk Conference Transportation - Asst Director PW/Eng	20.00
520	5320	Conferences	4444 Misc Vendor for Procurement Card	PC - 38423	2022 Autodesk Conference Transportation - Asst. Director PW/Eng	43.20
521	5320	Conferences	4444 Misc Vendor for Procurement Card	PC - 38424	2022 Autodesk Conference Housing - Asst. Director PW/Eng	441.24
<b>Total 400 - Capital Projects Fund</b>					<b>504.44</b>	

# City of Des Plaines

## Warrant Register 12/05/2022

### JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
<b>Fund: 500 - Water/Sewer Fund</b>						
<b>Non Departmental</b>						
<b>Division: 550 - Water Systems</b>						
522	7020	Supplies - Safety	4348 Amazon.Com	PC - 38485	Winter Bib Overalls and Jacket - Water Operator	539.97
523	7070	Supplies - Water System Maintenance	2053 USA Bluebook	PC - 38481	Pressure Transducer	483.71
524	7070	Supplies - Water System Maintenance	4348 Amazon.Com	PC - 38487	Case for Tablet	18.42
525	7070	Supplies - Water System Maintenance	4348 Amazon.Com	PC - 38489	Screen Protector for Tablet	14.98
526	7500	Postage & Parcel	1041 Federal Express	PC - 38486	Certified Letter to 220 Graceland Ave	12.20
<b>Total 550 - Water Systems</b>					<b>1,069.28</b>	
<b>Division: 560 - Sewer Systems</b>						
527	7500	Postage & Parcel	1700 United States Postal Service	PC - 38484	Ship Cord to Wunderlich	8.45
528	7550	Miscellaneous Expenses	4746 Giacomo's Ristorante	PC - 38388	APWA Supplies for Hosted Training - 10/07/2022	500.00
<b>Total 560 - Sewer Systems</b>					<b>508.45</b>	
<b>Total 00 - Non Departmental</b>					<b>1,577.73</b>	
<b>Department: 30 - Finance</b>						
529	5325	Training	4436 Computer Training Source Inc	PC - 38523	Excel Class for 10 Employees 10/12/2022	500.00
530	5325	Training	4436 Computer Training Source Inc	PC - 38530	Excel Class for 10 Employees 10/26/2022	500.00
<b>Total 30 - Finance</b>					<b>1,000.00</b>	
<b>Total 500 - Water/Sewer Fund</b>					<b>2,577.73</b>	
<b>Fund: 700 - Escrow Fund</b>						
531	2229	Event - Holiday Lighting	6928 Fun Express LLC	PC - 38425	Giveaways for Holiday Lighting on 12/2/2022	284.58
532	2229	Event - Holiday Lighting	4444 Misc Vendor for Procurement Card	PC - 38426	Trolley Deposit for Winter Fair 12/3/22	519.75
533	2229	Event - Holiday Lighting	4444 Misc Vendor for Procurement Card	PC - 38427	Carolers for Entertainment on 12/3/22 Winter Fair Event	250.00
534	2229	Event - Holiday Lighting	8728 Way To Go Limousine Inc	PC - 38428	Trolley Deposit for Winter Fair on 12/3/22	436.25
535	2229	Event - Holiday Lighting	4348 Amazon.Com	PC - 38429	Decor for Winter Fair on 12/3/22	25.98
<b>Total 700 - Escrow Fund</b>					<b>1,516.56</b>	
<b>Grand Total</b>					<b>44,409.79</b>	



# City of Des Plaines

## Warrant Register 12/05/2022

### Summary

	<u>Amount</u>		<u>Transfer Date</u>
Automated Accounts Payable	\$ 1,262,394.08	**	12/5/2022
Manual Checks	\$ 3,089.07	**	11/18/2022
Payroll	\$ 1,379,756.74		11/18/2022
RHS Payout	\$ -		
Electronic Transfer Activity:			
JPMorgan Chase Credit Card	\$ 44,409.79	**	11/25/2022
Chicago Water Bill ACH	\$ 89,457.11		11/30/2022
Postage Meter Direct Debits			
Postage Meter Direct Debits			
Utility Billing Refunds	\$ 859.89		11/17/2022
Debt Interest Payment			
IMRF Payments			
Employee Medical Trust			
<b>Total Cash Disbursements:</b>	<b><u>\$ 2,779,966.68</u></b>		

\* Multiple transfers processed on and/or before date shown

\*\* See attached report

Adopted by the City Council of Des Plaines

This Fifth Day of December 2022

Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Absent \_\_\_\_\_

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Jessica M. Mastalski, City Clerk

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Andrew Goczkowski, Mayor



## FINANCE DEPARTMENT

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

## MEMORANDUM

Date: November 23, 2022

To: Michael G. Bartholomew, City Manager

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

Subject: 2023 Annual Budget Approval

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

**Issue:** For the City Council to adopt the 2023 Budget Resolution.

**Analysis:** The City Council held two budget hearings over the 2023 Proposed Budget document. The first meeting was held on October 5<sup>th</sup> and the discussion covered the review of the General Fund. The second budget meeting was held on October 12<sup>th</sup> to review the Non-General Funds within the budget document. Within those discussions, the City Council voted and approved all expenditures, revenues, and the resulting fund balances to support City services and projects.

Additionally, during these meetings, the City Council achieved a consensus on additional changes to be included as part of the 2023 Final Budget document. The following is a financial summary reflecting the result of this process along with a Resolution to adopt the 2023 Budget document.

**2023 Budget Snapshot:** The Fiscal Year 2023 annual budget totals \$174M (excluding transfers), a \$2.8M or 1.7% increase over the 2022 Budget. The 2023 Budget increase is primarily attributed to the increased funding for capital improvements. Included in the \$35.4M total capital improvements/investments, \$17M is allocated to the City's facilities in support of Council's strategic goal of Municipal Excellence, which calls for revitalizing our buildings to enhance service delivery and performance.

**Table 1** below summarizes the final 2023 Budget changes approved by the City Council during the October budget deliberations that were incorporated in the final 2023 Budget numbers. Based on the City Council consensus, the expenditures were increased by \$60K due to the approved funding for the Des Plaines Historical Society.

**Table 1**

**2023 Budget Changes Approved by the City Council**

Account	Description	Amount
<b>General Fund</b>		
100-90-000-0000.6500	Funding – Des Plaines Historical Society	60,000
<b>Total General</b>		<b>60,000</b>
<b>Total 2023 Budget Changes</b>		<b>\$60,000</b>

Exhibit A, ‘2023 Budget at a Glance’, summarizes the final figures to date as they pertain to revenues, expenditures, and transfers in/out. Additionally, included for your information is the Fund Balances vs. Financial Policy Requirements chart.

**Recommendation:** I recommend the City Council adopt the attached resolution approving the 2023 Budget document.

***Attachments:***

Attachment 1: Resolution R-210-22

Exhibit A: 2023 Budget at a Glance

Attachment 2: Fund Balances vs. Financial Policy Requirements

**CITY OF DES PLAINES**

**RESOLUTION R - 210 - 22**

**A RESOLUTION APPROVING THE 2023 ANNUAL BUDGET FOR THE CITY OF DES PLAINES.**

**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 City desires to establish a budget to plan for and help satisfy the operating needs of the City; and

**WHEREAS**, the City Council met two times in Special Meetings and reviewed and revised the proposed 2023 Annual Budget for the City of Des Plaines; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City of Des Plaines to adopt the 2023 Annual Budget;

**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 Ordinance as the findings of the City Council.

**SECTION 2: ADOPTION OF 2023 ANNUAL BUDGET.** The Mayor and City Council hereby approve and adopt the 2023 Annual Budget, a summary of which, titled "2023 Budget at a Glance", is attached to this Resolution as **Exhibit A**.

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

**[SIGNATURE PAGE FOLLOWS]**

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

**VOTE:** AYES \_\_\_\_ NAYS \_\_\_\_ ABSENT \_\_\_\_

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**MAYOR**

ATTEST:

Approved as to form:

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**CITY CLERK**

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**Peter M. Friedman, General Counsel**

DP-Resolution Approving the 2023 City Budget

## City of Des Plaines 2023 Proposed Budget at a Glance

Fund Name	2022 Projected Ending Fund Balance (Deficit)	2023 Transfers In	2023 Budgeted Revenues	2023 Budgeted Expenditures	2023 Transfers Out	2023 Projected Ending Fund Balance (Deficit)
General Fund	62,446,225	69,000	61,572,318	74,640,125	2,000,000	47,447,418
Nonspendable	25,742,462	-	-	-	-	25,115,159
Assigned	9,300,000	-	-	-	-	2,000,000
Unassigned	27,403,763	-	-	-	-	20,332,259
TIF #1	(432,237)	432,237	-	-	-	-
TIF #3	(2,341,881)	-	2,389,726	2,116,490	2,000	(2,070,645)
TIF #5	525,412	-	210,537	400	432,237	303,312
TIF #6	(18,073,905)	-	142,747	753,432	4,000	(18,688,590)
TIF #7	(831,995)	-	581,843	28,140	17,000	(295,292)
TIF #8	2,648,920	-	1,534,845	1,269,000	46,000	2,868,765
Motor Fuel Tax	2,244,767	-	1,955,000	3,089,000	-	1,110,767
CDBG	234,646	-	313,366	548,012	-	-
Grant Projects	415,707	250,000	10,930,309	11,180,109	-	415,907
Gaming Tax	25,435,738	-	21,650,000	14,640,000	8,400,000	24,045,738
Debt Service	-	-	-	-	-	-
Capital Projects	7,511,881	-	4,906,643	8,678,059	250,000	3,490,465
Equipment Replacement	5,883,240	1,500,000	90,000	4,134,188	-	3,339,052
IT Replacement	334,485	500,000	75	452,027	-	382,533
Facilities Replacement	10,967,174	8,400,000	223,753	17,035,000	-	2,555,927
Water/Sewer	7,386,459	-	17,708,155	23,692,302	-	1,402,312
City-Owned Parking	1,023,108	-	223,920	448,050	-	798,978
Metra-Leased Parking	28,949	-	40,000	42,540	-	26,409
Risk Management	2,356,757	-	2,503,542	2,511,980	-	2,348,319
Health Benefits	3,197,460	-	8,617,857	8,810,354	-	3,004,963
<b>Total City Funds</b>	<b>110,960,910</b>	<b>11,151,237</b>	<b>135,594,636</b>	<b>174,069,208</b>	<b>11,151,237</b>	<b>72,486,338</b>

**City of Des Plaines  
2023 Budget at a Glance  
Fund Balance vs. Financial Policy Requirements**

Fund Name	Policy Requirement		Fund Balance 1/1/2023	Fund Balance 12/31/2023	2023 Fund Balance %	% over (under) Policy Requirements
	Required %	Required Years				
General Fund	25%	Annual	62,446,225	47,447,418	61.91%	36.91%
Nonspendable	N/A	N/A	25,742,462	25,115,159		
Assigned			9,300,000	2,000,000		
Unassigned	25%	Annual	27,403,763	20,332,259	26.53%	1.53%
TIF #1	N/A	N/A	(432,237)	-		
TIF #3	N/A	N/A	(2,341,881)	(2,070,645)		
TIF #5	N/A	N/A	525,412	303,312		
TIF #6	N/A	N/A	(18,073,905)	(18,688,590)		
TIF #7	N/A	N/A	(831,995)	(295,292)		
TIF #8	N/A	N/A	2,648,920	2,868,765		
Motor Fuel Tax	20%	5 yr. Average	2,244,767	1,110,767	28.53%	8.53%
CDBG	0%	N/A	234,646	-		
Grant Projects	N/A	N/A	415,707	415,907		
Gaming Tax	N/A	N/A	25,435,738	24,045,738		
Debt Service	25%	Annual	-	-		
Capital Projects	20%	5 yr. Average	7,511,881	3,490,465	47.32%	27.32%
Equipment Replacement	20%	5 yr. Total	5,883,240	3,339,052	28.93%	8.93%
IT Replacement	20%	5 yr. Average	334,485	382,533	100.34%	80.34%
Facilities Replacement	20%	Annual	10,967,174	2,555,927	15.00%	-5.00%
Water/Sewer	20%	Annual	7,386,459	1,402,312	5.92%	-14.08%
City-Owned Parking	20%	5 yr. Average	1,023,108	798,978	213.88%	193.88%
Metra Parking	20%	5 yr. Average	28,949	26,409	66.11%	46.11%
Risk Management	20%	Annual	2,356,757	2,348,319	93.48%	73.48%
Health Benefits Fund	20%	Annual	3,197,460	3,004,963	34.11%	14.11%

Indicates that this fund meets the fund balance policy requirement

Indicates that this fund does not meet the fund balance policy requirement



## FINANCE DEPARTMENT

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

## MEMORANDUM

Date: November 23, 2022

To: Michael G. Bartholomew, City Manager

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

Subject: Des Plaines Public Library Short-Term Loan

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

**Issue:** For the City Council to approve an intergovernmental agreement between the City of Des Plaines and the Des Plaines Public Library for a short-term loan in an amount not to exceed \$1 million to cover on-going operations.

**Analysis:** The Des Plaines Public Library has requested a short-term loan for the 2023 fiscal year in a not to exceed amount of \$1 million in order to be able to cover operational costs as a result of the delay in the 2021 second installment of property tax revenue from Cook County.

Typically, units of local government anticipate receiving the second installment of the property tax disbursements from Cook County during the month of September. The City and the Library are dependent on Cook County for ensuring the timely distribution of property tax funds. Unfortunately, the second installment of the tax bills has been significantly delayed and the mailing of the actual bills is scheduled for December 1, 2022 with a due date of December 30, 2022.

The expected property taxes from the 2021 levy (received in 2022) for the Library is expected to be \$6.1M. Of the \$6.1M, the Library has received approximately \$3.4M in the first installment and applied that amount to general operations. The remaining second installment amount, which has not yet been received, is typically 45% of the overall levy, or approximately \$2.7M. Given the significant delay in the second installment of property tax revenue, the Library is experiencing a cash flow shortage expected in January of 2023.

Presented for City Council consideration is an intergovernmental agreement for a short-term loan with the following stipulations:

1. Loan Amount – Not to Exceed \$1M
2. Interest/Late Payment Penalty – no interest will accrue on the loan, however, if the loan amount is not repaid by June 1, 2023 a 5% interest per month will begin to accrue.
3. Non-Payment/Performance Security – the loan amount must be repaid in full by October 31, 2023; failure to do so will result in the City reducing the library amount of the 2022 levy in the amount of the outstanding loan and collecting that amount within the City's corporate levy.
4. Promissory note – a promissory note will be prepared by legal counsel and executed by the Library and the City prior to any funds being transferred.

**Recommendation:** I recommend that the City Council approve Resolution R-212-22 approving an intergovernmental agreement with the Des Plaines Library Board for a short-term loan.

**Attachments:**

Resolution R-212-22  
 Exhibit A



**CITY OF DES PLAINES**

**RESOLUTION R - 212 - 22**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE DES PLAINES LIBRARY BOARD FOR A SHORT TERM LOAN.**

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

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

**WHEREAS**, the Des Plaines Library Board, also known as the Des Plaines Public Library, is a library board of trustees operating under the Illinois Local Library Act, 75 ILCS 5/1-0.1 *et seq* ("**Library**"); and

**WHEREAS**, due to the fact that the 2021 second installment property tax bills will not be mailed to property owners until the end of November, the distribution of the funds by Cook County will not take place until late December or early January; and

**WHEREAS**, due to concerns it may not have enough funds to continue normal operations until the tax distribution has been received, the Library has requested that the City loan funds to the Library on a short-term basis until the 2021 second installment tax distribution has been received; and

**WHEREAS**, the Library does not have authority to obtain a bridge loan or line of credit from a bank on its own; and

**WHEREAS**, the City and the Library desire to enter into an intergovernmental agreement to set forth the terms and conditions of the loan by the City and the repayment obligations of the Library ("**Agreement**"); and

**WHEREAS**, the City Council has determined that loaning emergency funds to the Library in accordance with the Agreement to ensure the Library is able to maintain normal operations is a proper public purpose as authorized by 65 ILCS 5/8-1.3.1; and

**WHEREAS**, the City's ability to operate or borrow funds in the future will not be negatively affected by the provision of the loan to the Library; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to approve the Agreement with the Library and loan up to \$1,000,000 to the Library, in accordance with the Agreement;

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

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

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

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

**SECTION 4: 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 IGA with Park District for Lake Park Lake Outlet Revision

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DES PLAINES  
AND THE DES PLAINES PUBLIC LIBRARY BOARD OF TRUSTEES  
FOR A SHORT-TERM LOAN**

THIS INTERGOVERNMENTAL AGREEMENT (“*Agreement*”), is entered into between the City of Des Plaines, a home rule Illinois municipal corporation (“*City*”), and the Des Plaines Library Board, also known as the Des Plaines Public Library, a library board of trustees operating under the Illinois Local Library Act, 75 ILCS 5/1-0.1 *et seq.* (“*Library*”) (collectively, the City and the Library are the “*Parties*”, and individually, each is a “*Party*”).

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

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorizes and encourages intergovernmental cooperation; and

WHEREAS, due to the fact that the 2021 second installment property tax bills will not be mailed to property owners until the end of November, the distribution of the funds by Cook County will not take place until late December or early January; and

WHEREAS, due to concerns it may not have enough funds to continue normal operations, the Library has requested that the City loan funds to the Library on a short-term basis until the 2021 second installment tax distribution has been received; and

WHEREAS, the Library does not have authority to obtain a bridge loan or line of credit from a bank on its own; and

WHEREAS, the City has agreed to loan funds to the Library in an amount not to exceed \$1,000,000, but only in accordance with and pursuant to the terms and conditions of this Agreement; and

WHEREAS, the City Council has determined that loaning emergency funds to the Library to ensure the Library is able to maintain normal operations in the manner set forth in this Agreement is a proper public purpose as authorized by 65 ILCS 5/8-1.3.1 and will not negatively impact the City’s ability to operate or borrow funds in the future; and

WHEREAS, the City and the Library desire to enter into this Agreement to set forth the terms and conditions of the loan by the City, the repayment obligations of the Library, and the Parties respective rights, duties, and responsibilities concerning the same; and

NOW THEREFORE, the City and the Library hereby agree as follows:

1. **Recitals:** The recitals as set forth above are incorporated into the body of this Agreement as if fully set forth herein.
2. **Loan:** The City will loan a sum up to but not to exceed \$1,000,000 to the Library on or after December 12, 2022 but in no case after June 1, 2023 for the purpose of bridging the Library's funding gap created by the delayed 2021 second installment property tax disbursement ("**Loan**").
3. **Repayment Obligation:** The Library will repay the Loan to the City in full within 60 days of the Library's actual receipt of the 2021 second installment property tax disbursement from Cook County ("**Due Date**"). If the property tax disbursement is not sufficient to cover the repayment of the Loan, the Library agrees that it shall make payments from its Library Operating Fund.
4. **Interest/Late Payment Penalty:** If the Library does not repay the Loan in full by June 1, 2023, the remaining unpaid principal balance of the Loan will immediately begin to accrue interest at a rate of 5%/month.
5. **Non-Payment by Library/Performance Security:** If the Library has not repaid the Loan plus any interest that has accrued in full by October 31, 2023, Library acknowledges and agrees that (i) it will pay any penalties, fines, costs, and fees of any kind, including, without limitation, costs, fees, legal fees and expenses reasonably incurred by the City or imposed on the City by any third party as a consequence of the Library's non-payment or late payment (collectively, "**Costs**"); and (ii) the City may reduce the Library's 2022 tax levy, or any other available funds being held by the City for the benefit of the Library, by amount sufficient to recoup the unpaid balance of the Loan plus any interest and Costs.
6. **Waiver.** If the Library fails to repay the Loan by October 31, 2022, the Library agrees to waive all legal objections of any kind to any legal action brought by the City to compel payment of the delinquent amounts due.
7. **Promissory Note:** The Library agrees to execute a promissory note in a form acceptable to the City Attorney in the amount of the Loan.
8. **Additional Provisions:**
  - (i) Other Agreements. All other agreements, if any, between the Parties for the provision of funding or other services shall remain in full force and effect to the extent not inconsistent with this Agreement.
  - (ii) Amendments and Modifications. No amendment or modification to this Agreement will be effective unless and until it is reduced to writing and approved and executed by all Parties to this Agreement in accordance with all applicable statutory procedures.
  - (iii) Notices. All notices and payments required or permitted to be given under this Agreement must be given by the Parties by (i) personal delivery, (ii) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon, or (iii) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section

5.C. The address of either Party may be changed by written notice to the other Party. Any mailed notice will be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier will be deemed to have been given and received within 24 hours after deposit.

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

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

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

If to the Library:       The Des Plaines Public Library  
                                  1501 Ellinwood Street  
                                  Des Plaines, Illinois 60016  
                                  Attention: Library Director

With a copy to:  
  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

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

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

(vi) Governing Law. This Agreement will be governed by, and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois. This Agreement shall be subject to the jurisdiction of the Circuit Court of Cook County, Illinois.

(vii) Authority to Execute. The Parties hereby warrant and represent to each other that: (i) the persons executing this Agreement on behalf of each Party have been properly authorized to do so by their respective corporate authorities; (ii) each Party has the full and

complete right, power and authority to enter into this Agreement and to agree to the terms, provisions and conditions set forth in this Agreement; (iii) that all legal actions needed to authorize the execution, delivery and performance of this Agreement have been taken by each Party; and (iv) that neither the execution of this Agreement nor the performance of the obligations assumed by each Party will (a) result in a breach or default under any other agreement or obligation of each Party or (b) violate any statute, law, restriction, court order or agreement to which each Party may be subject.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and by executing this Agreement, the Parties do hereby affirmatively state that they have been given full authority by their respective governing bodies to execute this Agreement.

CITY OF DES PLAINES

DES PLAINES PUBLIC LIBRARY

By: \_\_\_\_\_  
Its: City Manager

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Its: City Clerk

\_\_\_\_\_  
Its: \_\_\_\_\_



COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: November 22, 2022

To: Michael G. Bartholomew, City Manager

From: John T. Carlisle, AICP, Director of Community and Economic Development (CED) <sup>JTC</sup>  
Ryan N. Johnson, Assistant Director of CED <sup>RNJ</sup>

Subject: Construction Regulations Fee Schedule Amendments

**Issue:** Title 10, Chapter 13 of the City Code establishes the fees charged for plan reviews of proposed construction projects (Section 10-3-2) and building permits that allow those projects (Section 10-3-3). This fee schedule was last amended in 2021 to add the backflow administrative fee. At this time staff proposes a broader update of the fee schedule and a revision of demolition building code to complement the fee update.

**Analysis:** Staff recently undertook a comprehensive review of the current *Construction Regulations Fee Schedule* in coordination with the City's transition to new building permitting software (Tyler Energov). Once fully implemented, the software will feature a public-facing portal for an improved customer experience, including options to print and pay for permits online. Beyond the software transition, the intent of the amendments is to provide residents and contractors with a more straightforward experience when interacting with the City. Various permit fees have been simplified, and some redundant fee classifications have been eliminated, with the following as examples:

- The \$200 plan review fee for interior alterations in one- and two-family dwellings has been eliminated;
- Hot water heater replacement permits were broken out into a stand-alone category for one- and two-family dwellings and townhomes, and the fee reduced from \$70 to \$50;
- Vehicle Charging Stations were added as a permit category;
- The Plumbing Piping Upgrade permit category for one- and two-family dwellings and townhomes was eliminated and made part of general Plumbing permit category; and
- The permit fee for storable swimming pools was reduced from \$75 to \$50.

Additionally, the amendments remove a requirement for most residential properties to deposit a cash bond for demolition of residential detached garages and other accessory structures such as gazebos and sheds. Bonds would still be required for principal residential structures and all commercial structures. Staff anticipates that further updates to the fee schedule may be needed once the software is in full use. The effective date of the Ordinance changes will be January 3, 2023.

**Recommendation:** Staff recommends approval of Ordinance M-35-22 approving amendments to the Construction Regulations Fee Schedule and City Building Code Amendments.

**Attachment**

Attachment 1: Noted Changes to Title 10, Chapter 13 *Construction Regulations Fee Schedule*

**Ordinance**

M-35-22

**Exhibits**

Exhibit A: Amended Title 10, Chapter 13



## CHAPTER 13

# CONSTRUCTION REGULATIONS FEE SCHEDULE

SECTION:

**10-13-1: Construction Values**

**10-13-2: Plan Review Fees**

**10-13-3: Fees For Permits And Inspections**

**10-13-1 : CONSTRUCTION VALUES:**

For the purpose of computing building permit fees, the estimated value of new construction and alterations shall be determined by the Code official by one of the following methods:

- A. The Code official may accept an estimate furnished by the permit applicant.
- B. The Code official may accept a certificate of the valuation of construction from a licensed architect or a registered structural or professional engineer.
- C. The Code official may accept a copy of an executed contract from the owner or the owner's agent setting forth the value of the proposed work.
- D. The Code official may estimate the value of new construction based on the most current Building Valuation Data (BVD) Table published by the International Code Council (ICC), rounded to the nearest dollar.

E. The Code official may estimate the value of alterations based on the following formula:

$$[\text{Value/sq. ft. from BVD Table} \times 50\% \text{ and rounded to nearest dollar} = \text{value/sq. ft. alterations}]$$

F. The Code official may estimate the value of commercial site work, including grading, parking, landscaping, at ten dollars (\$10.00) per square foot of gross site area. (Ord. M-42-18, 11-19-2018, eff. 1-1-2019)

**10-13-2 : PLAN REVIEW FEES:**

For any plans requiring a review, a fee shall be paid in accordance with the following schedules:

PLAN REVIEW FEE SCHEDULE

One- and two-family dwellings and townhomes:		
	New one and two-family dwellings	\$500.00 per dwelling unit
	New townhomes	<del>\$750.00</del> \$1,000 per model; \$200.00 per subsequent <u>building unit</u>
	Additions one and two-family	\$200.00 per dwelling unit
	<del>Interior alterations one and two family</del> <sup>1</sup>	<del>\$200.00 per dwelling unit</del>
	Mobile Homes	<u>\$250.00</u>
Commercial, industrial and multi-family buildings:		
	0 - 1,000 sq. ft.	\$ 400.00
	1,001 - 5,000 sq. ft.	<u>\$800.00</u>
	5,001 - 10,000 sq. ft.	<u>\$1,200.00</u>
	10,001 - 15,000 sq. ft.	<u>\$1,600.00</u>
	15,001 - 20,000 sq. ft.	<u>\$1,800.00</u>
	20,001+ sq. ft.	\$2,200.00 plus \$0.03 per sq. ft. over 20,001 sq. ft.
	<del>Construction and/or interior alteration to single-dwelling unit within a multi-family building</del>	<del>\$100.00</del>
	<del>In-ground pool (in addition to standard plan-review fee)</del>	<del>\$500.00</del>
	<del>Hood and duct plan review (in addition to standard plan review fee)</del>	<del>300.00</del>
	Plan review of revisions to approved plans	2% of applicable Permit fee (minimum \$50.00)
	Footing and foundation	<del>25% of building review fee (minimum \$400.00)</del>
Fees for Third-Party Plan Review:		

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Third-Party Plan Review <sup>12</sup>	Paid to the City of Des Plaines
---------------------------------------	---------------------------------

Note:

1. Kitchen and/or bath alterations that do not include structural work, as listed in the "Single Permit" section of the table set forth in Section 10-13-3, are excluded from plan review fee.

2.1. When (i) the Community and Economic Development Director has determined that third-party plan review is appropriate, and (ii) the cost of the third-party plan review exceeds the applicable plan review fee, the applicant must remit the cost of the third-party plan review, less the plan review fee already paid, directly to the City of Des Plaines.

(Ord. M-42-18, 11-19-2018, eff. 1-1-2019; amd. Ord. M-24-19, 10-7-2019)

**10-13-3 : FEES FOR PERMITS AND INSPECTIONS:**

For any permit issued in compliance with this Code, a fee shall be paid in accordance with the following schedules:

PERMIT FEE SCHEDULE

One- and two-family dwellings and townhomes:		
	Fee calculations:	
	New construction, additions, and alterations (all-inclusive)	Value x 1.6575% (rounded up to \$1.00)
	Minimum new construction or alteration permit fee = \$50.00	
	Single permit and fees:	
	Plumbing	<del>\$50</del> 100.00 plus <del>\$20.00</del> /fixture
	Plumbing – piping upgrade	<del>\$100.00</del> plus <del>\$20.00</del> /fixture
	Hot Water Heater Replacement	<del>\$50.00</del>
	Water service upgrade with new tap	\$1,000.00 plus meter <sup>4</sup> (if required)
	Water service upgrade from B-box	<del>\$250</del> 100.00
	Sewer repair	<del>150</del> \$100.00
	Sewer repair with new tap	<del>250.00</del>
	Fire sprinkler suppression system (new system)	<del>\$200</del> 150.00 plus \$1.00/head
	Fire sprinkler system (existing system)	<del>\$100.00</del> plus \$1.00/head
	Electrical	<del>\$50</del> 100.00 plus \$0.10/sq. ft. opening (rounded up to \$1.00)
	Generator	<del>\$200.00</del>
	Electric service upgrade/replace	<del>400</del> \$200.00
	Vehicle Charging Station	<del>\$200.00</del>
	Low voltage (fire alarm, burglar alarm)	<del>50</del> \$100.00
	HVAC /Mechanical (remove/replace)	<del>\$75.00</del> per unit
	HVAC / Mechanical New	Value <sup>2</sup> x 1.5% (rounded up to \$1.00) min \$75
	Site drainage and grading	Value x 1% (rounded up to \$1.00)
	Demolition (see Cash Compliance Bonds)	<del>\$400</del> 300.00 for primary structure / \$100 for each accessory structure Value <sup>14</sup> x 1% (rounded up to \$1.00)
	Interior demolition	<del>\$100.00</del>
	In-ground swimming pool	<del>\$350</del> 400.00
	Swimming pool or hot-tub (above ground)	<del>\$200.00</del>
	Swimming pool (above ground storable)	<del>\$75</del> 50.00
	Pergola, gazebo (pre-manufactured)	<del>\$100.00</del>
	Pergola, gazebo or dDeck	<del>\$200.00</del>
	Lawn irrigation system	<del>\$50.00</del>
	Shed, fence or siding	<del>\$50.00</del>
	Fence	<del>\$50.00</del>
	Roofing, windows or doors	<del>\$50.00</del>

{00129390.1}

		Siding	\$50.00
		Hard surface (driveway/patio/sidewalks)	\$100.00
		Miscellaneous (1 inspection)	50.00
		Temporary Pods/Dumpsters (Right of Way)	\$50.00
		Disaster repair (all-inclusive) <sup>3</sup>	\$100.00
		Kitchen alteration (no structural work)	\$150.00
		Bathroom alteration (no structural work)	<del>\$75</del> 100.00
		Temporary Certificate of Occupancy fee	<del>\$450</del> 300.00 (per issuance and per extensions)
		Stop work permit <sup>10</sup> order fee <sup>10</sup>	400% of the Equivalent to the building permit fee (\$1,500.00 maximum cap) plus building permit fee
Commercial, industrial and multi-family buildings:			
Fee calculations:			
New construction and alterations (all-inclusive):			
		Under \$1.5m	Value <sup>2</sup> x 1.75% (rounded up to \$1.00)
		\$1.5m - \$3.5m	Value <sup>2</sup> x 1.65% (rounded up to \$1.00)
		\$3.5m - \$7.0m	Value <sup>2</sup> x 1.50% (rounded up to \$1.00)
		\$7.0m - \$10m	Value <sup>2</sup> x 1.25% (rounded up to \$1.00)
		\$10m+	Value <sup>2</sup> x 1.00% (rounded up to \$1.00)
Minimum commercial alteration, addition, new construction permit fee = \$100.00			
Single permits and fees:			
		Plumbing (interior)	<del>\$400</del> 150.00 plus \$25.00/fixture
		Water service upgrade with new tap	<del>\$4,250</del> 1,000.00 plus meter <sup>4</sup>
		Water service upgrade from B-box	<del>\$500</del> 250.00
		Lawn irrigation system	\$100.00 plus \$1.00 per head
		Sewer repair	<del>\$550</del> 250.00
		Sewer repair with new tap	1,100.00
		Fire sprinkler-suppression system (new system)	<del>\$200</del> 150.00 plus \$1.00/head, or nozzle
		Fire sprinkler system (existing system)	\$100.00 plus \$1.00/head
		Electrical (office, retail, etc.)	\$100.00 plus \$0.15 per opening/sq. ft. (rounded up to \$1.00)
		Electrical (warehouse, production, etc.)	<del>\$400.00</del> plus \$0.05/sq. ft. (rounded up to \$1.00)
		Generator	<del>\$500</del> 200.00
		Vehicle Charging Station	Value <sup>2</sup> x 1.5% (rounded up to \$1.00)
		Electric service	300.00
		Electric service (dwelling unit)	<del>400</del> 200.00
		Low voltage (fire alarm, burglar alarm)	100.00
		HVAC rooftop unit, or boiler, unit heater or furnace (remove/replace)	<del>\$300</del> 250.00/rooftop unit or boiler
		HVAC unit heater or furnace	\$200.00/unit heater or furnace
		HVAC unit heater, or furnace, or air conditioner – for dwelling unit (remove/replace)	\$75.00 per unit
		HVAC – general rooftop unit, boiler, unit heater, furnace (new) hood	Value <sup>2</sup> x 1.5% (rounded up to \$1.00) min

		<del>(remove/replace/new)</del>	<del>\$250</del>
		HVAC ductwork	\$100.00
		Hood (upgrade/replace/new)	Value <sup>2</sup> x 1.5% (rounded up to \$1.00) min. \$250
		Site work - new parking, drainage/grading	Value <sup>2</sup> x 1% (rounded up to \$1.00)
		Site work - remove/replace hard surfaces	\$100.00 plus \$0.02/sq. ft. (rounded up to \$1.00)
		Temp Pods/Dumpsters	\$50.00
		Temporary Tent/Trailer	\$100.00
		Demolition (see <u>Cash Compliance Bonds</u> )	Value <sup>1</sup> x 1% (rounded up to \$1.00)
		Interior demolition	\$200.00
		Roofing –overlay	\$100.00 plus \$0.0205/sq. ft. (rounded up to \$1.00)
		Roofing –remove and replace	\$100.00 plus \$0.04/sq. ft. (rounded up to \$1.00)
		Tank installation or removal	\$300.00 plus \$0.01/gallon (rounded up to \$1.00)
		Fence	\$100.00 plus \$1.00/linear foot
		Elevators, escalators, lifts, etc. (install or repair):	\$150.00
		Biannual inspection or 5-year load- test	400.00
		Temporary and/or partial Certificate of Occupancy fee	\$300450.00 (per issuance and per extensions)
		Stop work <u>order fee permit</u> <sup>10</sup>	400% of <u>Equivalent to the building permit fee (\$1,500.00 maximum cap) plus building permit fee</u>
Re-Inspections			
		Re-Inspection Fee <sup>13</sup>	\$50.00
Signs:			
		<del>Sign square footage = total dimensions of each sign face, including background or structure, as determined by the Zoning Administrator</del>	
		Temporary signs and banners	\$50.00
		Permanent signs (new and replacement)	<del>400</del> 150.00 <sup>65</sup>
		Billboards and electronic message board billboard signs	\$250.00 <sup>6</sup>
Cash compliance bonds:			
		Demolition	\$5,000.00 or value of site restoration <sup>1, 14</sup>
		Temporary Certificate of Occupancy	\$5,000.00 <sup>7</sup>
Local public entities and nonprofit organizations <sup>8</sup> :			
		Local public entities permit	No charge <sup>5</sup>
		Nonprofit organizations permit	20% of Standard permit fee
		Re-Inspection fee <sup>13</sup>	\$50.00
		Plan review fee:	

		Construction Value \$500,000 or less	No Charge
		Construction Value more than \$500,000	See Note 11
Permit fee refunds <sup>9</sup> :			
		Permit fee over \$100.00	Refund = (fee x 75%)
Backflow administrative fee:			
		Backflow administrative fee	\$19.95 per device

Notes:

1. As determined in accordance with Building Code section 3303.1 Demolition Permit - Construction Documents, Performance Security.

2. Including all site work when not part of a subdivision per title 13 of this Code.

3. When declared by City Council.

4. Current market price at time of permit issuance.

5. Additional fees for electrical and/or structural permits may apply.

6. Additional fees for electrical and/or structural permits may apply. The fee for the structural permit shall be 1.5 percent of the value of the alteration, or \$500.00, whichever is greater. ~~The Code Enforcement Officer~~ Building Official may, at their his discretion, require a third-party inspection of the billboard or electronic message board billboard. The applicant is responsible for the cost of any third-party inspection.

7. In accordance with Building Code section [A] 111.1.1 Temporary Certificate of Occupancy.

8. County, township, Municipality, Municipal corporation, school district or board, Forest Preserve District, Park District, Fire Protection District, Sanitary District, library systems, all other local government bodies.

9. When no work has begun.

10. In accordance with section 10-14-3 of this Code.

11. Local Public Entities are subject to the plan review fees set forth in the Plan Review Table in Section 10-13-2 . The Community and Economic Development Director may waive the plan review fee upon written request.

12. No charge for local public entities and nonprofit organizations.

13. The cost of two inspections per trade discipline (e.g. plumbing, electrical, HVAC, etc.) are included in the building permit fee. After two failed inspections for a particular discipline (e.g. plumbing, electrical, HVAC, etc.), the re-inspection fee will apply to each subsequent re-inspection for that trade.

14. Bond is required for all commercial, industrial, and multifamily structures, and residential one- and two-family dwellings and townhome principal structures. Detached garages and structures such as sheds, pergolas, and gazebos accessory to one- and two-family dwellings and townhomes do not require a bond.

(Ord. M-42-18, 11-19-2018, eff. 1-1-2019; amd. Ord. M-24-19, 10-7-2019 ; Ord. M-1-21, 2-1-2021 )

**CITY OF DES PLAINES**

**ORDINANCE M – 35 – 22**

**AN ORDINANCE AMENDING TITLE 10 OF THE CITY CODE OF THE CITY OF DES PLAINES REGARDING PLAN REVIEW AND PERMIT FEES.**

**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 10 of the City Code of the City of Des Plaines, as amended (“*City Code*”), regulates construction in the City (“*Construction Regulations*”); and

**WHEREAS**, the Construction Regulations set forth the required fees for the various types of permits issued by and plan reviews performed by the City (collectively, “*Fee Schedules*”); and

**WHEREAS**, the City’s Department Community and Economic Development staff recently reviewed the Fee Schedules, the City’s permit and plan review procedures, and trends in the construction industry and desire to amend the Construction Regulations to update the Fee Schedules and clarify regulations regarding the provision of performance security relating to temporary certificates of occupancy and demolition permits; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to amend the City Code as set forth in this Ordinance;

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

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

**SECTION 2. CONSTRUCTION REGULATIONS FEE SCHEDULE.** Chapter 13, titled “Construction Regulations Fee Schedule,” of Title 10, titled “Construction Regulations,” of the City Code is hereby repealed and replaced in its entirety with a new Chapter 13, as set forth in **Exhibit A** attached to and, by this reference, made a part of this Ordinance.

**SECTION 3. DEMOLITION PERMIT – CONSTRUCTION DOCUMENTS, PERFORMANCE SECURITY.** Section 2, titled “Amendments to the International Building Code,” of Chapter 1, titled “Building Code” of Title 10, titled “Construction Regulations,” of the City Code is hereby amended to further amend Section [A]3303.1 of the 2015 International Building Code as follows:

“[A]3303.1 Demolition Permit - Construction Documents, Performance Security

- A. Construction Documents and Schedule: Prior to the issuance of a demolition permit, construction documents and a schedule for demolition shall be submitted where required by the Director of Community and Economic Development or ~~his~~ **their** designee.
- B. Performance Security: In addition to the payment of the applicable permit fees set forth in section 10-13-2 of this code, every ~~application for a~~ **applicable** demolition permit **application** shall be accompanied by a cash bond in the amount set forth in section 10-13-2 of this code, on terms acceptable to the Director of Community and Economic Development, to secure the completion of the following work: filling, grading, and seeding the site so that the site does not allow (i) the accumulation of standing water, except for approved detention or retention, or (ii) the drainage or runoff of storm water to adjoining properties.
  - 1. Refund: The cash bond required pursuant to subsection B of this section shall be refunded by the city upon final inspection and approval of the demolition work by the city.
  - 2. Forfeiture: The city will notify the property owner and permit holder in writing if (i) the demolition permit has lapsed and the lot is not filled, graded, or seeded in accordance with section 3303.4 of this code or the National Pollutant Discharge Elimination System (NPDES) permit, if applicable, or (ii) the work performed pursuant to the demolition permit otherwise violates this code. If the property is not brought into compliance with this section within 30 days after such notice is sent, then the cash bond required pursuant to subsection B of this section shall be deemed forfeited to the city. The city may, but is not obligated to, use the forfeited funds to fill, grade, and/or seed the demolition site in accordance with this section.”

**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 after its passage, approval and publication in pamphlet according to law on January 2, 2023 and not before that time.

[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 \_\_\_\_\_, 2023

Approved as to form:

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

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

DP-Ordinance Amending Construction Regulations



**EXHIBIT A**

**CHAPTER 13 CONSTRUCTION REGULATIONS FEE SCHEDULE**

**10-13-1 : CONSTRUCTION VALUES:**

For the purpose of computing building permit fees, the estimated value of new construction and alterations shall be determined by the Code official by one of the following methods:

- A. The Code official may accept an estimate furnished by the permit applicant.
- B. The Code official may accept a certificate of the valuation of construction from a licensed architect or a registered structural or professional engineer.
- C. The Code official may accept a copy of an executed contract from the owner or the owner's agent setting forth the value of the proposed work.
- D. The Code official may estimate the value of new construction based on the most current Building Valuation Data (BVD) Table published by the International Code Council (ICC), rounded to the nearest dollar.
- E. The Code official may estimate the value of alterations based on the following formula:  

$$[\text{Value/sq. ft. from BVD Table} \times 50\% \text{ and rounded to nearest dollar} = \text{value/sq. ft. alterations}]$$
- F. The Code official may estimate the value of commercial site work, including grading, parking, landscaping, at ten dollars (\$10.00) per square foot of gross site area. (Ord. M-42-18, 11-19-2018, eff. 1-1-2019)

**10-13-2 : PLAN REVIEW FEES:**

For any plans requiring a review, a fee shall be paid in accordance with the following schedules:

**PLAN REVIEW FEE SCHEDULE**

One- and two-family dwellings and townhomes:		
	New one and two-family dwellings	\$500.00 per dwelling unit
	New townhomes	\$1,000 per model; \$200.00 per subsequent unit
	Additions one and two-family	\$200.00 per dwelling unit
	Mobile Homes	\$250.00
Commercial, industrial and multi-family buildings:		
	0 - 1,000 sq. ft.	\$ 400.00
	1,001 - 5,000 sq. ft.	\$800.00
	5,001 - 10,000 sq. ft.	\$1,200.00
	10,001 - 15,000 sq. ft.	\$1,600.00

	15,001 - 20,000 sq. ft.	\$1,800.00
	20,001+ sq. ft.	\$2,200.00 plus \$0.03 per sq. ft. over 20,001 sq. ft.
	Plan review of revisions to approved plans	2% of applicable Permit fee (minimum \$50.00)
Fees for Third-Party Plan Review:		
	Third-Party Plan Review <sup>1</sup>	Paid to the City of Des Plaines

Note:

1. When (i) the Community and Economic Development Director has determined that third-party plan review is appropriate, and (ii) the cost of the third-party plan review exceeds the applicable plan review fee, the applicant must remit the cost of the third-party plan review, less the plan review fee already paid, directly to the City of Des Plaines.

**10-13-3 : FEES FOR PERMITS AND INSPECTIONS:**

For any permit issued in compliance with this Code, a fee shall be paid in accordance with the following schedules:

**PERMIT FEE SCHEDULE**

One- and two-family dwellings and townhomes:		
	Fee calculations:	
	New construction, additions, and alterations (all-inclusive)	Value x 1.75% (rounded up to \$1.00)
	Minimum new construction or alteration permit fee = \$50.00	
Single permit and fees:		
	Plumbing	\$100.00
	Hot Water Heater Replacement	\$50.00
	Water service upgrade with new tap	\$1,000.00 plus meter <sup>4</sup> (if required)
	Water service upgrade from B-box	\$100.00
	Sewer repair	\$100.00
	Fire suppression system	\$150.00 plus \$1.00/head
	Electrical	\$100.00 plus \$0.10/opening (rounded up to \$1.00)

	Generator	\$200.00
	Electric service upgrade/replace	\$200.00
	Vehicle Charging Station	\$200.00
	Low voltage (fire alarm, burglar alarm)	\$100.00
	HVAC /Mechanical (remove/replace)	\$75.00
	HVAC / Mechanical New	Value <sup>2</sup> x 1.5% (rounded up to \$1.00) min \$75
	Site drainage and grading	Value x 1% (rounded up to \$1.00)
	Demolition (see Cash Compliance Bonds)	\$300.00 for primary structure / \$100 for each accessory structure <sup>14</sup>
	Interior demolition	\$100.00
	In-ground swimming pool	\$400.00
	Swimming pool or hot-tub (above ground)	\$200.00
	Swimming pool (above ground storable)	\$50.00
	Pergola, gazebo	\$100.00
	Deck	\$200.00
	Lawn irrigation system	\$50.00
	Shed,	\$50.00
	Fence	\$50.00
	Roofing, windows or doors	\$50.00
	Siding	\$50.00
	Hard surface (driveway/patio/sidewalks)	\$100.00
	Temporary Pods/Dumpsters (Right of Way)	\$50.00
	Disaster repair (all-inclusive) <sup>3</sup>	\$100.00
	Kitchen alteration (no structural work)	\$150.00
	Bathroom alteration (no structural work)	\$100.00
	Temporary Certificate of Occupancy fee	\$300.00 (per issuance and per extensions)
	Stop work order fee <sup>10</sup>	Equivalent to the building permit fee (\$1,500.00 maximum cap)

Commercial, industrial and multi-family buildings:		
Fee calculations:		
New construction and alterations (all-inclusive):		
	Under \$1.5m	Value <sup>2</sup> x 1.75% (rounded up to \$1.00)
	\$1.5m - \$3.5m	Value <sup>2</sup> x 1.65% (rounded up to \$1.00)
	\$3.5m - \$7.0m	Value <sup>2</sup> x 1.5% (rounded up to \$1.00)
	\$7.0m - \$10m	Value <sup>2</sup> x 1.25% (rounded up to \$1.00)
	\$10m+	Value <sup>2</sup> x 1.0% (rounded up to \$1.00)
Minimum commercial alteration, addition, new construction permit fee = \$100.00		
Single permits and fees:		
	Plumbing (interior)	\$150.00
	Water service upgrade with new tap	\$1,000.00 plus meter <sup>4</sup>
	Water service upgrade from B-box	\$250.00
	Lawn irrigation system	\$100.00
	Sewer repair	\$250.00
	Fire suppression system	\$150.00 plus \$1.00/head or nozzle
	Electrical	\$100.00 plus \$0.15 per opening (rounded up to \$1.00)
	Generator	\$200.00
	Vehicle Charging Station	Value <sup>2</sup> x 1.5% (rounded up to \$1.00)
	Electric service	300.00
	Electric service (dwelling unit)	200.00
	Low voltage (fire alarm, burglar alarm)	100.00
	HVAC rooftop unit, boiler, unit heater or furnace (remove/replace)	\$250.00/ unit
	HVAC heater, furnace, or air conditioner – for dwelling unit (remove/replace)	\$75.00 per unit
	HVAC – general (new)	Value <sup>2</sup> x 1.5% (rounded up to \$1.00)

			min \$250
		Hood (upgrade/replace/new)	Value <sup>2</sup> x 1.5% (rounded up to \$1.00) min \$250
		Site work - new parking, drainage/grading	Value <sup>2</sup> x 1% (rounded up to \$1.00)
		Site work - remove/replace hard surfaces	\$100.00 plus \$0.02/sq. ft. (rounded up to \$1.00)
		Temp Pods/Dumpsters	\$50.00
		Temporary Tent/Trailer	\$100.00
		Demolition (see Cash Compliance Bonds)	Value <sup>1</sup> x 1% (rounded up to \$1.00)
		Interior demolition	\$200.00
		Roofing	\$100.00 plus \$0.05/sq. ft. (rounded up to \$1.00)
		Tank installation or removal	\$300.00 plus \$0.01/gallon (rounded up to \$1.00)
		Fence	\$100.00 plus \$1.00/linear foot
		Elevators, escalators, lifts, etc. (install or repair):	\$150.00
		Temporary and/or partial Certificate of Occupancy fee	\$450.00 (per issuance and per extensions)
		Stop work order fee <sup>10</sup>	Equivalent to the building permit fee (\$1,500.00 maximum cap)

Re-Inspections		
	Re-Inspection Fee <sup>13</sup>	\$50.00
Signs:		
	Temporary signs and banners	\$50.00
	Permanent signs (new and replacement)	\$150.00 <sup>6</sup>
	Billboards and electronic message board billboard signs	\$250.00 <sup>6</sup>
Cash compliance bonds:		
	Demolition	\$5,000.00 or value of site

			restoration <sup>1, 14</sup>
		Temporary Certificate of Occupancy	\$5,000.00 <sup>7</sup>
Local public entities and nonprofit organizations <sup>8</sup> :			
		Local public entities permit	No charge <sup>5</sup>
		Nonprofit organizations permit	20% of Standard permit fee
		Re-Inspection fee <sup>13</sup>	\$50.00
		Plan review fee:	
		Construction Value \$500,000 or less	No Charge
		Construction Value more than \$500,000	See Note 11
Permit fee refunds <sup>9</sup> :			
		Permit fee over \$100.00	Refund = (fee x 75%)
Backflow administrative fee:			
		Backflow administrative fee	\$19.95 per device

Notes:

1. As determined in accordance with Building Code section 3303.1 Demolition Permit - Construction Documents, Performance Security.
2. Including all site work when not part of a subdivision per title 13 of this Code.
3. When declared by City Council.
4. Current market price at time of permit issuance.
5. Additional fees for electrical and/or structural permits may apply.
6. Additional fees for electrical and/or structural permits may apply. The fee for the structural permit shall be 1.5 percent of the value of the alteration. The Building Official may, at their discretion, require a third-party inspection of the billboard or electronic message board billboard. The applicant is responsible for the cost of any third-party inspection.
7. In accordance with Building Code section [A] 111.1.1 Temporary Certificate of Occupancy.
8. County, township, Municipality, Municipal corporation, school district or board, Forest Preserve District, Park District, Fire Protection District, Sanitary District, library systems, all other local government bodies.
9. When no work has begun.
10. In accordance with section 10-14-3 of this Code.

11. Local Public Entities are subject to the plan review fees set forth in the Plan Review Table in Section 10-13-2. The Community and Economic Development Director may waive the plan review fee upon written request.
12. No charge for local public entities and nonprofit organizations.
13. The cost of two inspections per trade discipline (e.g. plumbing, electrical, HVAC, etc.) are included in the building permit fee. After two failed inspections for a particular discipline (e.g. plumbing, electrical, HVAC, etc.), the re-inspection fee will apply to each subsequent re-inspection for that trade.
14. Bond is required for all commercial, industrial, and multifamily structures, and residential one- and two-family dwellings and townhome principal structures. Detached garages and structures such as sheds, pergolas, and gazebos accessory to one- and two-family dwellings and townhomes do not require a bond.


 COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT

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

## MEMORANDUM

Date: November 22, 2022

To: Michael G. Bartholomew, City Manager

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

Cc: Dorothy Wisniewski, Assistant City Manager/Director of Finance  
Stewart Weiss, Elrod Friedman, General Counsel  
Iryna Dziuk, Vice President, Kane McKenna and Associates

Subject: Approve Certification Request for Tax Increment Financing (TIF) Incentive for Orchards at O'Hare Development

**Issue:** Pursuant to the Amended and Restated Economic Development Incentive Agreement (“*Development Agreement*”), dated July 6, 2016, O’Hare Real Estate LLC (ORE), developer of Orchards at O’Hare (“*Developer*”), is seeking approval of a certification request that would allow them to receive the incentive portion of the increment from certain parcels within TIF District No. 7.

**Analysis:** The Orchards at O’Hare development area is approximately bounded by Mannheim Road, Higgins Road (the McDonald’s property excluded), the Canadian National Rail Line, and the I-90 Tollway. The site was a redevelopment priority of the City in the 2000s and 2010s, with the City acquiring and holding the land for a period. After the formation of TIF District No. 7 (2014), ORE acquired the land and began development, which was approved via a planned unit development (PUD) and Plat of Subdivision, to construct a hotel with an attached restaurant, gas station and convenience mart, carwash, and a freestanding restaurant. A convenience mart and gas station, as well as a hotel, were constructed, although the hotel’s attached restaurant area has not been completed or occupied (the developer has a signed lease with an entity to open two restaurants in this annex space: a Cilantro Taco – currently in Rosemont – and a Latin-cuisine seafood restaurant called Ostras). However, the pad for the freestanding restaurant is still undeveloped, as is the lot that was contemplated for a carwash. In 2019 the PUD was amended to include the approximately 1.5-acre parcel (PIN: 09-33-305-020-0000) in the southeast corner of the site at 1620-1630 Higgins Road, which was then improved with a multi-tenant commercial building that currently has a Panera Bread restaurant.

The Development Agreement established three incentives:

- *Sharing of 25%<sup>1</sup> of TIF increment* for the parcels in the development owned by ORE (or by an entity controlled by ORE). The total incentive amount cannot exceed \$2 million;
- *Sharing of 25% of sales tax due to the City* generated by businesses in the development that generate such tax. Total amount cannot exceed \$2 million; and

<sup>1</sup> After the City makes any required disbursements to other taxing bodies as called for in the TIF 7 Intergovernmental Agreement



- *Sharing of 40% of hotel tax* generated by the Holiday Inn Express & Suites. Total amount cannot exceed \$3.5 million.

The subject of this item is specifically the *TIF increment portion* of the incentive. Sections 12.A.6-8 of the Development Agreement outline the process for the developer to certify that they incurred TIF-eligible expenses (“*Redevelopment Project Costs*”) as identified by state statute. Examples of eligible expenses are land acquisition and site preparation and infrastructure. The incentive is intended to reimburse the developer for costs that they have already incurred. The following summarizes the process and requirements for TIF certification approval.

- The developer submits a written request for certification, with any necessary documentation verifying the validity of the expenses.
- The City reviews for completeness or identifies any deficiencies under the requirements of the Development Agreement and notifies the developer of a need to resubmit or correct.
- The developer resubmits until the submission is complete and ready for City Council consideration.
  - If unable to meet all the requirements, the developer may seek a waiver from the Council as part of the approving resolution (see below).
- City Council considers a resolution accepting the TIF certification request and approving the ongoing reimbursement of the eligible expenses, up to no more than \$2 million.

The table below identifies PINs in TIF District No. 7 that are subject to the incentive and have generated increment over Tax Years 2017-2020. The City has collected this increment in full, sharing none to this point.

<b>PIN</b>	<b>2017*</b>	<b>2018*</b>	<b>2019*</b>	<b>2020*</b>
09-33-305-018-0000	\$31,218	\$31,770	\$260,567	\$185,160
09-33-305-020-0000	\$17,384	\$17,692	n/a**	\$107,720
09-33-305-023-0000	\$18,081	\$18,400	\$25,741	\$83,304
09-33-305-024-0000	\$11,256	\$11,256	\$123,057	\$138,564
09-33-305-025-0000	\$9,072	\$9,072	\$12,916	\$37,750
Total Increment	\$87,011	\$88,190	\$422,281	\$552,498
25% of Increment (Incentive Portion)***	\$21,753	\$22,048	\$105,570	\$138,125

Note: PINs 09-33-305-021-0000 and 09-33-305-022-0000 are primarily Willow Creek and are not owned by the developer or an entity controlled by the developer; therefore, these PINs are not part of the incentive.

\*Tax Year; \*\*This PIN was exempt from taxes in 2019.; \*\*\*Rounded to nearest dollar.

The attached certification request contains documentation intended to verify that more than \$2 million in TIF-eligible expenses were incurred: approximately \$1.8 million in land acquisition and approximately \$470,000 in excavation for site work and utilities in 2019 and 2020. However, Section 12.A.6 states that “*The Developer may not submit ... (ii) a Certification Request more than twelve (12) months after the last Redevelopment Project Costs have been paid by the developer.*” The most recent cost was paid more than 12 months ago, so the developer is requesting a provision waiver, which is included in attached R-207-22.

**City Council Action:** The Council may approve Resolution R-207-22, which approves the TIF certification request and waives the requirement that the last redevelopment project cost must have occurred within the past 12 months. If the resolution is approved, the developer will have fully certified the \$2 million in expenses and will be paid initially for the Tax Year 2017-2020 amounts listed above, then once yearly, in the manner specified in the development agreement, for all subsequent payments until either the \$2 million total is reached or the term expires (December 31, 2037), whichever happens first.

**Attachments**

Attachment 1: Section 12 of Amended and Restated Redevelopment and Economic Incentive Agreement (Financial Incentives)

**Resolution**

R-207-22

**Exhibits**

Exhibit A: Certification Request (includes Cost Breakdown, Notarized Affidavit of Accuracy, and Documentation to Demonstrate Payment and TIF Eligibility)

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

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

**SECTION 12. FINANCIAL INCENTIVES.**

A. **TIF Financing.**

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

- a. The total amount of the Redevelopment Project Costs reimbursed by the City pursuant to the TIF Note and this Agreement may not exceed \$2,000,000.00 in total.
  - b. The TIF Note will:
    - i. evidence the City's obligation to reimburse the Developer for the Redevelopment Project Costs, subject to and in accordance with this Agreement;
    - ii. bear no interest;
    - iii. have a maximum term not to exceed a date 20 years after date of execution of the TIF Note, after which time the City shall have no further obligation to reimburse the Developer for Redevelopment Project Costs under this Agreement or the TIF Note;
    - iv. be secured by the Pledged TIF Funds, as provided in this Agreement;
    - v. provide for payment of principal once per year on February 1, which annual payment shall not exceed the Pledged TIF Funds in the TIF 7 Fund, until the earlier of (i) the payment of the Certified Costs in full, or (ii) the termination of the City's obligation to reimburse the Developer for Certified Costs as described in Section 12.A.3.b.iii.
    - vi. be transferable or assignable only to a lender providing financing for the Project. Transfer or assignment of the TIF Note to any other party may only be made upon the City's written consent and will be subject to the City's sole and absolute discretion.
4. Deposit of Pledged TIF Funds in Account.
- a. For the purposes of this Section 12.A.4, "**Pledged TIF Funds**" shall be an amount equal to 25% of the Incremental Property Taxes deposited in the TIF 7 Fund after any disbursements the City is required to make to other taxing bodies pursuant to the TIF 7 IGA.
  - b. The City shall deposit into an account ("**Account**") of the TIF 7 Fund the Pledged TIF Funds within 15 days after receipt thereof by the City.
  - c. The Pledged TIF Funds shall be irrevocably pledged to the repayment of the amounts due under the TIF Note, as provided herein. In the City's sole discretion, the TIF Note may also be paid from proceeds of any bonds or other obligations issued by the City or any other sources available to the City and permitted by law to be used to make payments under the TIF Note; provided, however, that the Pledged TIF Funds shall not be reduced by the amount of such payments from other bond proceeds or obligations or other sources and the entire Pledged TIF Funds in the Account on February 1 of each year shall be used to pay principal on the TIF Note, as provided herein. Because the TIF 7 Fund is a special fund, the amounts deposited

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

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

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

B. Sales Tax Rebate.

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

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

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

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

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

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

4. Change in the Law.

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



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

C. Hotel Tax Rebate.

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

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

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

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

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

**D. Financial Incentive Closing.**

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

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

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

**SECTION 13. LIABILITY AND INDEMNITY OF CITY.**

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

CITY OF DES PLAINES

RESOLUTION R - 207 - 22

**A RESOLUTION APPROVING CERTIFICATION OF REDEVELOPMENT PROJECT COSTS FOR ORCHARDS AT O'HARE DEVELOPMENT.**

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

**WHEREAS**, the City previously entered into that certain Amended and Restated Redevelopment and Economic Incentive Agreement with O'Hare Real Estate, LLC ("**Redevelopment Agreement**") dated as of July 6, 2016 which governs the ongoing redevelopment of certain parcels located at the northwest corner of Mannheim and Higgins Road comprising the Orchards at O'Hare Subdivision ("**Property**"); and

**WHEREAS**, the Property is located within the City's Tax Increment Financing District #7 ("**TIF District**") which was established on October 14, 2016; and

**WHEREAS**, the Redevelopment Agreement required O'Hare Real Estate, LLC ("**ORE**") to redevelop the Planned Development Property with a hotel, a gas station, a car wash, and a restaurant (collectively, the "**Project**") in exchange for certain financial incentives, including reimbursement of redevelopment project costs pursuant to the Tax Increment Allocation Redevelopment Act (65 ILCS 5/1-74.4-1 *et seq*) in an amount not to exceed \$2,000,000; and

**WHEREAS**, the development of the Project was repeatedly delayed by economic factors including the COVID-19 pandemic; and

**WHEREAS**, on June 30, 2022, the City executed a promissory for the reimbursement of the Redevelopment Project Costs from incremental property taxes that accrue in the TIF District as a result of the Project's development in the not-to-exceed amount of \$2,000,000 ("**TIF Note**"); and

**WHEREAS**, Paragraph 12.A.6 of the Redevelopment Agreement requires that, prior to receiving reimbursement for Redevelopment Project Costs actually incurred, ORE is required to submit a Certification Request to the City; and

**WHEREAS**, on August 23, 2022, ORE submitted a Certification Request in the full amount of \$2,000,000 ("**Certification Request**"), a copy of which is attached to, and by this reference, made a part of this Resolution as **Exhibit A**; and

**WHEREAS**, CED staff and the City's General Counsel have reviewed the Certification Request in accordance with Paragraph 12.A.7 of the Redevelopment Agreement and determined

that all Reimbursement Development Costs included in the Certification Request were valid and that all required supporting documentation was provided by ORE and complete; and

**WHEREAS**, Paragraph 12.A.6 of the Redevelopment Agreement prohibits the submission of Certification Requests more than 12 months after the last Redevelopment Project Costs were paid; and

**WHEREAS**, the costs included in ORE's Certification Request were all paid more than 12 months before ORE's submitted the request; and

**WHEREAS**, ORE now requests that the City Council waive the 12-month submission requirement set forth in the Redevelopment Agreement and approve the certification of ORE's expenses as eligible Redevelopment Project Costs in the full amount of \$2,000,000;

**WHEREAS**, the City Council have reviewed CED staff's and the General Counsel's determinations and find that it is in the best interest of the City and the public to (i) waive the 12-month submission requirement and (ii) approve ORE's Certification Request;

**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 SUBMISSION REQUIREMENT.** The City Council hereby waives the requirement of Paragraph 12.A.6 of the Redevelopment Agreement that all Certification Requests for Redevelopment Project Costs be submitted no later than 12 months after the last eligible cost is paid.

**SECTION 3: APPROVAL OF CERTIFICATION REQUEST.** ORE's Certification Request is hereby approved and payment for the Redevelopment Project Costs listed therein, up to the not-to-exceed amount of \$2,000,000, are authorized to be made from the Pledged TIF Funds accrued in the TIF Fund in the manner provided for in the Redevelopment Agreement and the TIF Note.

**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 \_\_\_\_\_

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**MAYOR**

Approved as to form:

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**Peter M. Friedman, General Counsel**

ATTEST:

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**CITY CLERK**

EXHIBIT I

Form of Certification Request

To: City of Des Plaines  
1420 Miner Street  
Des Plaines, Illinois 60016  
Attention: City Manager

From: O'Hare Real Estate, LLC

Subject: Amended and Restated Redevelopment and Economic Incentive Agreement by and between the City of Des Plaines and O'Hare Real Estate, LLC, dated as of July 6, 2016 ("**Redevelopment Agreement**")

Date: 8.23.22

This represents Certification Request No. \_\_\_\_ requesting the City adopt a resolution approving the certification of the Redevelopment Project Costs detailed in the attached schedule. The undersigned hereby certifies that:

- i. The Developer actually incurred such Redevelopment Project Costs;
- ii. Such Redevelopment Project Costs are also "redevelopment project costs" as defined in the TIF Act;
- iii. For any Redevelopment Project Costs relating to the construction of the Improvements, City's Director of Engineering has determined that, based upon an inspection, these improvements have been completed in accordance with the Project Approvals and this Agreement; Reimbursement is permitted pursuant to the Redevelopment Agreement, the Redevelopment Plan, and the TIF Act; and
- iv. The Developer is not in default or breach of any obligation under the Redevelopment Agreement which constitutes an Event of Default.

Terms capitalized herein have the meanings specified in the Redevelopment Agreement, the terms of which are incorporated herein by reference.

O'HARE REAL ESTATE, LLC

By:   
\_\_\_\_\_  
Its: Manager



**ATTACHMENTS TO CERTIFICATION REQUEST**

1. **Schedule of Redevelopment Project Costs**
2. **Sworn statements and lien waivers**
3. **Bills, contracts, and invoices**

[Other documents or information required by the City pursuant to Section 12.A of the Redevelopment Agreement.]

**AFFIDAVIT**


NOW COMES the undersigned, being the Manager of O'Hare Real Estate, LLC, an Illinois limited liability company (the "Company"), who being first duly sworn upon his oath, deposes and states as follows:

To the best knowledge of the undersigned, the Cost Breakdown attached as Exhibit A hereto is true and complete.

FURTHER AFFIANT SAYETH NOT.


IN WITNESS WHEREOF, I have hereunto set my hand this 26<sup>th</sup> day of October, 2022.

O'Hare Real Estate, LLC  
an Illinois limited liability company

By:   
\_\_\_\_\_  
Rana Rehan Zaid, Manager

STATE OF ILLINOIS                    )  
  )     SS  
COUNTY OF LAKE                     )

The foregoing instrument was acknowledged before me on October 26, 2022.

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

**"OFFICIAL SEAL"**  
**RRAIM MURTISHI**  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 3/31/2024

EXHIBIT A  
Cost Breakdown

{6076-012 00292866/ }

**Global Cost**

	<b>Cost</b>	<b>Notes</b>
Master Owner (Master Site Work)	\$ 6,476,003.25	Please refer to the Sworn Statement
C-Store / Gas Station	\$ 2,405,720.50	Please refer to the Sworn Statement
Gas Inventory	\$ 75,000.00	Estimate
Dunkin Donuts (Build-out)	\$ 349,126.15	Please refer to the Sworn Statement
Higgins 2-Tenant Building (Hard Cost)	\$ 3,761,698.80	Please refer to the Sworn Statement
Higgins 2-Tenant Building (Panera Build-out)	\$ 644,402.10	Please refer to the Sworn Statement
Higgins 2-Tenant Building (Panera FFE & OSE)	\$ 665,537.88	Please refer to the Sworn Statement
Hotel (Hard Cost + FFE + Soft Cost)	\$ 14,092,910.82	Please refer to the Sworn Statement

Total Cost **\$ 28,470,399.50**

**TIF Eligible Costs**

Land Acquisition from Des Plaines	<b>\$ 1,918,364.00</b>	Initial Acquisition in 2016 (please refer to the Sworn Statement)
Excavation for site work & utilities	\$ 471,384.00	Please refer to the lien waivers + cost sheets submitted (this cost is coming from the second tab: Master Owner sheet, MASTER SITE WORK line item)
	<b>\$ 2,389,748.00</b>	

NAME AND ADDRESS	KIND OF WORK OR MATERIAL	ADJUSTED TOTAL CONTRACT (INC.EXTRAS & CREDITS)	AMOUNT PREVIOUSLY PAID	AMOUNT OF THIS PAYMENT	BALANCE TO BECOME DUE
O'hare Real Estate LLC 1375 Remington Rd, Suite E Schaumburg, IL 60173	Master Site Work Construction	3,456,754.40	2,922,062.45	477,129.67	57,562.28
O'hare Real Estate LLC 1375 Remington Rd, Suite E Schaumburg, IL 60173	Land	1,918,364.00	918,364.00	1,000,000.00	0.00
O'hare Real Estate LLC 1375 Remington Rd, Suite E Schaumburg, IL 60173	Soft Costs	921,607.19	921,607.19	0.00	0.00
O'hare Real Estate LLC 1375 Remington Rd, Suite E Schaumburg, IL 60173	Loan Costs-LC	179,277.66	179,277.66	0.00	0.00
TOTAL		6,476,003.25	4,941,311.30	1,477,129.67	57,562.28
<b>Note</b>	<b>Carwash, gas station &amp; restaurant allocatin is \$918,364 &amp; \$1,000,000 is for the hotel land</b>				



CHICAGO TITLE AND TRUST COMPANY

10 S LASALLE STREET
CHICAGO, IL 60603

ESCROW TRUST DISBURSEMENT STATEMENT

DISBURSEMENT DATE: February 07, 2017

REFER TO: ERIN K. CACCAMO
PHONE: (312) 223-2731
FAX: (312) 223-2108

PARTIES:
SELLER: CITY OF DESPLAINES
BUYER: O'HARE REAL ESTATE, LLC

ESCROW TRUST NO. D2201700327-001
TITLE ORDER NO. 01401-008980165

RECEIPTS:

Table with 3 columns: Date, Description, Amount. Includes receipts for 02/07/17 and 02/06/17.

DISBURSEMENTS:

Main disbursement table with 4 columns: Description, Amount, Total, Net Proceeds. Includes items like PRORATIONS/CREDITS, CHICAGO TITLE AND TRUST COMPANY charges, and NET PROCEEDS TO SELLER.

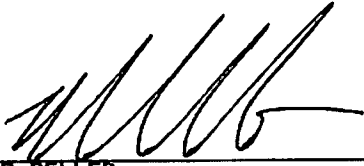
EC2 02/07/17 15:44

NOTE: \* - Indicates items Paid Outside of Closing.

05) PRORATIONS/CREDITS - Buyer SURVEY & ENGINEERING	46,372.00	
TOTAL PRORATIONS	----- 46,372.00	
PURCHASE PRICE	1,811,000.00	
ADJUSTED PURCHASE PRICE	----- \$1,764,628.00	\$1,764,628.00
06) CHICAGO TITLE AND TRUST COMPANY - Buyer's Charges		
Re: Title Order No. 01401-008980165		
ESCROW FEE	600.00	
ENDORSEMENTS	2,150.00	
POLICY UPDATE FEE	125.00	
CLOSING PROTECTION LTR - BUYER	25.00	
GAP COVERAGE	200.00	
WIRE TRANSFER FEE	40.00	
RECORDING AND SERVICE FEE	600.00	
	----- \$3,740.00	\$3,740.00
07) HAEGER ENGINEERING BALANCE DUE (IF ANY)- POC	(TO BE DETERMINED)	\$0.00
08) LYON & CARON LLP LEGAL FEES	47,727.03	\$47,727.03
09) O'HARE REAL ESTATE, LLC TOTAL DISBURSEMENT AMOUNT		\$1,816,095.03
TOTAL BUYER RECEIPTS		\$1,815,695.03
		-----
AMOUNT DUE FROM BUYER		\$400.00 =====

DISBURSEMENTS APPROVED:

2-7-17  
DATE \_\_\_\_\_

  
\_\_\_\_\_  
FOR SELLER

\_\_\_\_\_  
FOR BUYER

DATE \_\_\_\_\_

\_\_\_\_\_  
FOR CHICAGO TITLE AND TRUST

DATE \_\_\_\_\_



CHICAGO TITLE AND TRUST COMPANY

10 S LASALLE STREET
CHICAGO, IL 60603

ESCROW TRUST DISBURSEMENT STATEMENT

DISBURSEMENT DATE: February 07, 2017

REFER TO: ERIN K. CACCAMO
PHONE: (312)223-2731
FAX: (312)223-2108

ESCROW TRUST NO. D2201700327-001

TITLE ORDER NO. 01401-008980165

PARTIES:
SELLER: CITY OF DESPLAINES
BUYER: O'HARE REAL ESTATE, LLC

Table with columns for RECEIPTS, date, description, and amount. Includes entries for 02/07/17 and 02/06/17.

DISBURSEMENTS:

Main disbursement table with 4 categories: 01) PRORATIONS/CREDITS, 02) CHICAGO TITLE AND TRUST COMPANY - Seller's Charges, 03) MGR FEES FOR TAX SEARCH, 04) CITY OF DES PLAINES NET PROCEEDS TO SELLER.

EC2 02/07/17 15:44

NOTE: \* - Indicates items Paid Outside of Closing.



05) PRORATIONS/CREDITS - Buyer SURVEY & ENGINEERING	46,372.00	
	-----	
TOTAL PRORATIONS	46,372.00	
PURCHASE PRICE	1,811,000.00	
	-----	
ADJUSTED PURCHASE PRICE	\$1,764,628.00	\$1,764,628.00
06) CHICAGO TITLE AND TRUST COMPANY - Buyer's Charges		
Re: Title Order No. 01401-008980165		
ESCROW FEE	600.00	
ENDORSEMENTS	2,150.00	
POLICY UPDATE FEE	125.00	
CLOSING PROTECTION LTR - BUYER	25.00	
GAP COVERAGE	200.00	
WIRE TRANSFER FEE	40.00	
RECORDING AND SERVICE FEE	600.00	
	-----	
	\$3,740.00	\$3,740.00
07) HAEGER ENGINEERING BALANCE DUE (IF ANY)- POC	(TO BE DETERMINED)	\$0.00
08) LYON & CARON LLP LEGAL FEES	47,727.03	\$47,727.03
09) O'HARE REAL ESTATE, LLC TOTAL DISBURSEMENT AMOUNT		\$1,816,095.03
TOTAL BUYER RECEIPTS		\$1,815,695.03
		-----
AMOUNT DUE FROM BUYER		\$400.00
		=====

DISBURSEMENTS APPROVED:

2/7/17  
DATE \_\_\_\_\_  
DATE \_\_\_\_\_  
DATE \_\_\_\_\_

FOR SELLER \_\_\_\_\_  
\_\_\_\_\_  
FOR CHICAGO TITLE AND TRUST

*Rehan Zaid*  
FOR BUYER \_\_\_\_\_  
\_\_\_\_\_



STATE OF ILLINOIS

COUNTY OF Cook

**FINAL WAIVER OF LIEN**

Gty #

Escrow # 18005837 WHC

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Prominence O'Hare, LLC to furnish **Asphalt Paving/Marking/Signage** for the premises known as 3001 S Mannheim Road, Des Plaines, IL. 60018 of which Prominence O'Hare, LLC is the owner.

THE undersigned, for and in consideration of *Seventy two thousand seven hundred fifty five 63/100 (\$72,755.63)* Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.\*

DATE 2/5/20 COMPANY NAME Gaylor Excavating, Inc.  
ADDRESS 5317 Hayden Lane, Ringwood, IL 60072  
SIGNATURE AND TITLE [Signature] President

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

**CONTRACTOR'S AFFIDAVIT**

STATE OF ILLINOIS

COUNTY OF Cook

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) Morna K. Gaylor BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS (POSITION) president OF (COMPANY NAME) Gaylor Excavating, Inc WHO IS THE CONTRACTOR FURNISHING **Asphalt Paving/Marking/Signage** WORK ON THE BUILDING LOCATED AT 3001 S Mannheim Road, Des Plaines, IL. 60018 OWNED BY Prominence O'Hare, LLC

That the total amount of the contract including extras\* is \$ **92,060.63** on which he or she has received payment of \$ **19,305.00** prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDNG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
<u>The lens Material</u>	<u>gravel</u>	<u>\$4,024.54</u>	<u>\$3,011.45</u>	<u>\$1,013.09</u>	<u>- 0 -</u>
<u>Vulcan Material</u>	<u>gravel</u>	<u>\$9,284.35</u>	<u>\$786.63</u>	<u>\$8,497.72</u>	<u>- 0 -</u>
<u>Beverly Material</u>	<u>gravel</u>	<u>\$4,859.85</u>	<u>- 0 -</u>	<u>\$4,859.85</u>	<u>- 0 -</u>
<u>Gaylor Excavating Inc</u>	<u>excavate</u>	<u>\$73,891.89</u>	<u>\$15,506.92</u>	<u>\$58,384.97</u>	<u>- 0 -</u>
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.		<u>\$92,060.63</u>	<u>\$19,305.00</u>	<u>\$72,755.63</u>	<u>- 0 -</u>

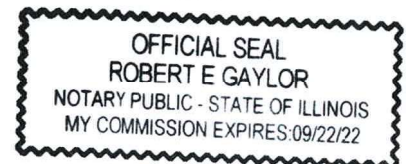
That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE February 5, 2020 SIGNATURE: [Signature]  
SUBSCRIBED AND SWORN TO BEFORE ME THIS 5<sup>th</sup> DAY OF February, 2020

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.  
F.3870 R5/96

Provided by Chicago Title Insurance Company

[Signature]  
NOTARY PUBLIC





Thelen Materials, LLC.


**FINAL WAIVER OF LIEN**

To All Whom It May Concern:

**Whereas, Thelen Materials, LLC**, of Antioch, County of Lake, State of Illinois, has been employed by **Gaylor Excavating Inc.** to furnish labor and materials for **Gravel Material** work, under our contract/job number for the improvement of the premises described as **Orchards at O'Hare, 2995 - 3003 Mannheim Rd**, in the **Village of Des Plaines**, County of **Cook**, State of **Illinois**, of which **O'Hare Real Estate, LLC** is the owner.

**NOW THEREFORE**, on this day **Tuesday, December 3, 2019** for and in consideration of the sum of **Seven Hundred Four Dollars and Eighty Three Cents (\$704.83)** paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above-described premises, and improvement there, and on the monies or other consideration, on account of labor, services, materials, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above-described premises by virtue of said contract.

**Thelen Materials, LLC**

A handwritten signature in blue ink is written over a horizontal line. To the right of the signature is a circular embossed seal. The seal contains the text "THELEN MATERIALS, LLC" around the perimeter and "SEAL" in the center. The seal is partially obscured by the signature.

**Title: Credit Manager**

0



Thelen Materials, LLC.

**FINAL WAIVER OF LIEN**

To All Whom It May Concern:

**Whereas, Thelen Materials, LLC**, of Antioch, County of Lake, State of Illinois, has been employed by **Gaylor Excavating Inc.** to furnish labor and materials for **Gravel Material** work, under our contract/job number for the improvement of the premises described as **Orchards at O'Hare, 2995 - 3003 Mannheim Rd**, in the **Village of Des Plaines**, County of **Cook**, State of **Illinois**, of which **O'Hare Real Estate, LLC** is the owner.

**NOW THEREFORE**, on this day **Tuesday, December 3, 2019** for and in consideration of the sum of **Three Hundred Eight Dollars and TwentySix Cents (\$308.26)** paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above-described premises, and improvement there, and on the monies or other consideration, on account of labor, services, materials, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above-described premises by virtue of said contract.

Thelen Materials, LLC



Title: Credit Manager

0



252131

**PARTIAL WAIVER**

**STATE OF ILLINOIS,**        }sis  
**TO ALL WHOM IT MAY CONCERN:**

Whereas, The undersigned **Vulcan Construction Materials, LLC** CENTRAL DIVISION has  
been employed by GAYLOR EXCAVATING INC.

to furnish STONE for the building - and premises known as

ORCHARDS AT O'HARE  
OWNER: O'HARE REAL ESTATE, LLC  
2995 - 3003 MANNHEIM RD  
DES PLAINES, IL

Now, Therefore, Know Ye, That the undersigned, for and in consideration of the sum of **\*\*Seven Thousand Five Hundred Twenty Eight Dollars and Seventy Four Cents\*\* (\$7,528.74)** Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby waive and release any and all lien or claim, or right to lien, on said above-described building - and premises under the Statutes of the State of Illinois relating to Mechanics' Liens, on account of labor or materials or both, furnished in the amount as herein above shown by the undersigned to or on account of the said GAYLOR EXCAVATING INC. . for said building - or premises.

Witness our hand on this 22ND day of OCTOBER, 2019

VULCAN CONSTRUCTION MATERIALS, LLC  
CENTRAL DIVISION

By   
DAVE MUNO, CREDIT MANAGER

GAYLOR EXCAVATING INC.  
5317 HAYDEN LN  
RINGWOOD, IL 60072



128543

**FINAL WAIVER**

TO ALL WHOM IT MAY CONCERN:

Whereas, The undersigned **Vulcan Construction Materials, LLC** CENTRAL DIVISION has been employed by GAYLOR EXCAVATING INC.

to furnish STONE for the building - and premises known as

ORCHARDS AT O'HARE  
OWNER: O'HARE REAL ESTATE, LLC  
2995 - 3003 MANNHEIM RD  
DES PLAINES, IL

Now, Therefore, the undersigned, for and in consideration of the sum of **\*\*Nine Hundred Sixty Eight Dollars and Ninety Eight Cents\*\*** (\$968.98) Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby waive and release any and all lien or claim, or right to lien, under the statutes of the State of Illinois relating to Mechanics' Liens, with respect to and on said above-described premises, and the improvements thereon and on the materials furnished, and on the moneys, funds or other consideration due or to become due from the owner on account of materials heretofore furnished by the undersigned for the above described premises, to or on account of the said GAYLOR EXCAVATING INC..

Witness our hand on this 3RD day of DECEMBER, 2019

VULCAN CONSTRUCTION MATERIALS, LLC  
CENTRAL DIVISION

By   
DAVE MUNO, CREDIT MANAGER

GAYLOR EXCAVATING INC.  
5317 HAYDEN LN  
RINGWOOD, IL 60072

**WAIVER OF LIEN - FINAL**  
**MATERIALS OR LABOR (ILLINOIS)**

STATE OF ILLINOIS }  
COUNTY OF KANE } SS

10/22/2019

**TO WHOM IT MAY CONCERN:**

WHEREAS, we the undersigned has been employed by GAYLOR EXCAVATING, INC.  
to furnish AGGREGATE  
for the premises known as ORCHARDS AT O'HARE 2995-3003 MANNHEIM RD., DES PLAINES  
of which O'HARE REAL ESTATE, LLC is the Owner. THE  
undersigned, for and in consideration of \$1,631.89 Dollars

One Thousand Six Hundred Thirty One Dollars and Eighty Nine Cents

and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien, or claim of, or right to, lien, on said above described building and premises under the statutes of the State of Illinois, relating to Mechanics' Liens, on account of labor or materials, or both, furnished or which may be furnished by the undersigned to or on account of the said building or premises.

COMPANY NAME BEVERLY MATERIALS  
ADDRESS 1100 BRANDT DRIVE  
HOFFMAN ESTATES, IL 60192

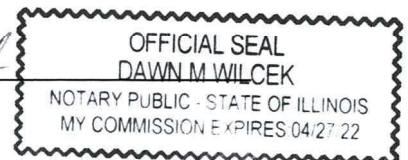
Given under my hand and seal this 10/22/2019

*Anna Rizzo*  
ANNA RIZZO CORPORATE CONTROLLER

SUBSCRIBED AND SWORN  
TO BEFORE ME THIS

22ND DAY OF OCTOBER, 2019

SIGNATURE *Dawn M Wilcek*  
Notary Signature & Seal



WAIVER OF LIEN - FINAL  
MATERIALS OR LABOR (ILLINOIS)

STATE OF ILLINOIS }  
COUNTY OF KANE } SS

11/22/2019

**TO WHOM IT MAY CONCERN:**

WHEREAS, we the undersigned has been employed by GAYLOR EXCAVATING, INC.  
to furnish AGGREGATE  
for the premises known as ORCHARDS AT O'HARE 2995-3003 MANNHEIM RD., DES PLAINES, IL  
of which O'HARE REAL ESTATE, LLC is the Owner. THE  
undersigned, for and in consideration of \$3,227.96 Dollars  
Three Thousand Two Hundred Twenty Seven Dollars and Ninety Six Cents

and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien, or claim of, or right to, lien, on said above described building and premises under the statutes of the State of Illinois, relating to Mechanics' Liens, on account of labor or materials, or both, furnished or which may be furnished by the undersigned to or on account of the said building or premises.

COMPANY NAME BEVERLY MATERIALS  
ADDRESS 1100 BRANDT DRIVE  
HOFFMAN ESTATES, IL 60192

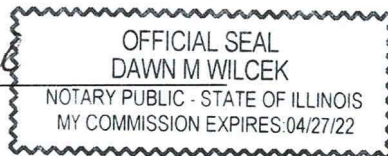
Given under my hand and seal this 11/22/2019

  
CHRIS KENNENBECK CHIEF FINANCIAL OFFICER

SUBSCRIBED AND SWORN  
TO BEFORE ME THIS

22ND DAY OF NOVEMBER, 2019

SIGNATURE   
Notary Signature & Seal







STATE OF ILLINOIS

COUNTY OF Cook

**FINAL WAIVER OF LIEN**

Gty #

Escrow # 18005837 WHC

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Prominence O'Hare, LLC to furnish **Site utilities/Piping/ Connection allowance** for the premises known as 3001 S Mannheim Road, Des Plaines, IL. 60018 of which Prominence O'Hare, LLC is the owner.

THE undersigned, for and in consideration of *Twenty nine thousand four hundred forty one 00/100 (\$29,441.00)* Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.\*

DATE 2/5/20 COMPANY NAME Gaylor Excavating, Inc.  
ADDRESS 5317 Hayden Lane, Kingwood, IL 60072  
SIGNATURE AND TITLE [Signature] President

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

**CONTRACTOR'S AFFIDAVIT**

STATE OF ILLINOIS

COUNTY OF Cook

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) Morna K. Gaylor BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS (POSITION) President OF (COMPANY NAME) Gaylor Excavating, Inc. WHO IS THE CONTRACTOR FURNISHING **Site utilities/Piping/ Connection allowance** WORK ON THE BUILDING LOCATED AT 3001 S Mannheim Road, Des Plaines, IL. 60018 OWNED BY Prominence O'Hare, LLC

That the total amount of the contract including extras\* is \$ **121,711.00** on which he or she has received payment of \$ **92,270.00** prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDNG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
<u>Vulcan Materials</u>	<u>stone</u>	<u>\$10,921.28</u>	<u>\$10,921.28</u>	<u>- 0 -</u>	<u>- 0 -</u>
<u>Hanes Geo Components</u>	<u>material</u>	<u>\$ 709.95</u>	<u>\$ 709.95</u>	<u>- 0 -</u>	<u>- 0 -</u>
<u>Mid American Water of Wauconda</u>	<u>sewer/water</u>	<u>\$ 338.39</u>	<u>\$ 338.39</u>	<u>- 0 -</u>	<u>- 0 -</u>
<u>Welch Bros</u>	<u>precast</u>	<u>\$1,533.82</u>	<u>\$1,533.82</u>	<u>- 0 -</u>	<u>- 0 -</u>
<u>Amperage Electrical</u>	<u>electrical</u>	<u>\$ 467.80</u>	<u>- 0 -</u>	<u>\$ 467.80</u>	<u>- 0 -</u>
<u>Gaylor Excavating Inc</u>	<u>excavation</u>	<u>\$107,739.76</u>	<u>\$78,766.56</u>	<u>\$28,973.20</u>	<u>- 0 -</u>
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.		<u>\$121,711.00</u>	<u>\$92,270.00</u>	<u>\$29,441.00</u>	<u>- 0 -</u>

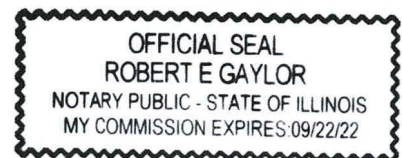
That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE February 5, 2020 SIGNATURE: [Signature]  
SUBSCRIBED AND SWORN TO BEFORE ME THIS 5<sup>th</sup> DAY OF February, 2020

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.  
F.3870 R5/96

Provided by Chicago Title Insurance Company

[Signature]  
NOTARY PUBLIC





# AMPERAGE

**ELECTRICAL SUPPLY, INC**  
359 W. IRVING PARK ROAD | ROSELLE, IL 60172  
MAIN 630.894.8100 | FAX 630.894.8188  
www.amperage.com

**WAIVER OF LIEN - FINAL  
MATERIALS OR LABOR (ILLINOIS)**

STATE OF ILLINOIS, SS.  
DuPage COUNTY, SS. Date 10/21/19

**TO WHOM IT MAY CONCERN:**

Whereas, we the undersigned Amperage Electrical Supply, Inc.

359 W. Irving Park Road Roselle, IL. 60172 has been employed by \_\_\_\_\_

Gaylor Excavating, Inc. 5317 Hayden Ave. Ringwood, Il. 60072  
Name Address

to furnish Misc Electrical Materials

for the building known as Number 2995-3003 Mannheim Rd,

City of DesPlaines situated on Lot \_\_\_\_\_

Orchards at O'Hare Owner: O'Hare Real Estate, LLC


In Section \_\_\_\_\_, Township \_\_\_\_\_, Range \_\_\_\_\_

County of Cook State of Illinois.

Now, Therefore, Know Ye, That the undersigned, for and in consideration of \$467.80  
Four Hundred Sixty Seven and 80/100 Dollars, the receipt of  
which is hereby acknowledged and other good and valuable considerations, do hereby waive and release any  
and all lien or claim, or right of lien on said above described building and premises under the Statutes of the  
State of Illinois relating to Mechanics' Liens, on account of labor or materials, or both, furnished or which may  
be furnished by the undersigned to or on account of the said \_\_\_\_\_ for said building or premises.

Given Under my hand and sealed this 21st day of October, 2019.

Amperage Electrical Supply, Inc. Seal

 Seal



STATE OF ILLINOIS

COUNTY OF Cook

**FINAL WAIVER OF LIEN**

Gty #

Escrow # 18005837 WHC

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Prominence O'Hare, LLC to furnish **Site concrete, Curb & Gutter/Flat work allowance** for the premises known as 3001 S Mannheim Road, Des Plaines, IL. 60018 of which Prominence O'Hare, LLC is the owner.

THE undersigned, for and in consideration of *Seventeen thousand four hundred sixty two 05/100 (\$17,462.05)* Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.\*

DATE 2/5/20 COMPANY NAME Gaylor Excavating, Inc.  
ADDRESS 5317 Hayden Lane, Ringwood, IL 60072  
SIGNATURE AND TITLE [Signature] President

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

**CONTRACTOR'S AFFIDAVIT**

STATE OF ILLINOIS

COUNTY OF Cook

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) Morna K. Gaylor BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS (POSITION) President OF (COMPANY NAME) Gaylor Excavating, Inc WHO IS THE CONTRACTOR FURNISHING **Site concrete, Curb & Gutter/Flat work allowance** WORK ON THE BUILDING LOCATED AT 3001 S Mannheim Road, Des Plaines, IL. 60018 OWNED BY Prominence O'Hare, LLC

That the total amount of the contract including extras\* is \$ **80,772.55** on which he or she has received payment of \$ **63,310.50** prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Beverly Materials	Aggregate	\$4,011.85	\$4,011.85	- 0 -	- 0 -
Graymont Western Lime, Inc	Lime	\$23,800.00	\$23,800.00	- 0 -	- 0 -
Gaylor Excavating Inc	Excavation	\$52,960.70	\$35,498.65	\$17,462.05	- 0 -
All labor/benefits have been paid in full.					
Any material used was taken from fully paid stock.					
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.		\$80,772.55	\$63,310.50	\$17,462.05	- 0 -

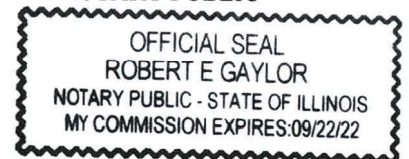
That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE February 5, 2020 SIGNATURE: [Signature]  
SUBSCRIBED AND SWORN TO BEFORE ME THIS 5th DAY OF February, 2020

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT. F.3870 R5/96

Provided by Chicago Title Insurance Company

[Signature]  
NOTARY PUBLIC





STATE OF ILLINOIS

COUNTY OF Cook

FINAL WAIVER OF LIEN

Gty #

Escrow # 18005837 WHC

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Prominence O'Hare, LLC to furnish **Hauling, Fill/Stone/Material allowance** for the premises known as 3001 S Mannheim Road, Des Plaines, IL. 60018 of which Prominence O'Hare, LLC is the owner.

THE undersigned, for and in consideration of **Forty three thousand five hundred sixty 00/100 (\$43,560.00)** Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.\*

DATE 2/5/20 COMPANY NAME Gaylor Excavating, Inc.  
ADDRESS 5317 Hayden Lane, Ringwood, IL 60072  
SIGNATURE AND TITLE [Signature] President

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF Cook

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) Morna K. Gaylor BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS (POSITION) President OF (COMPANY NAME) Gaylor Excavating, Inc WHO IS THE CONTRACTOR FURNISHING **Hauling, Fill/Stone/Material allowance** WORK ON THE BUILDING LOCATED AT 3001 S Mannheim Road, Des Plaines, IL. 60018 OWNED BY Prominence O'Hare, LLC

That the total amount of the contract including extras\* is \$ **43,560.00** on which he or she has received payment of \$ **0.00** prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
<u>Gaylor Excavating, Inc</u>	<u>hauling</u>	<u>\$43,560.00</u>	<u>- 0 -</u>	<u>\$43,560.00</u>	<u>- 0 -</u>
<u>All labor / benefits have been paid in full.</u>					
<u>We own / operate our own equipment. No rentals</u>					
<u>Any material used was taken from a fully paid stock.</u>					
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.		<u>\$43,560.00</u>	<u>- 0 -</u>	<u>\$43,560.00</u>	<u>- 0 -</u>

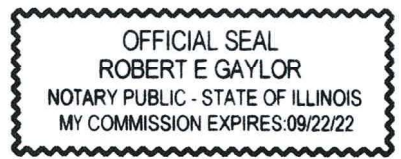
That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE February 5, 2020 SIGNATURE: [Signature]  
SUBSCRIBED AND SWORN TO BEFORE ME THIS 5th DAY OF February, 2020

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.  
F.3870 R5/96

Provided by Chicago Title Insurance Company

[Signature]  
NOTARY PUBLIC





STATE OF ILLINOIS

COUNTY OF Cook

**FINAL WAIVER OF LIEN**

Gty #

Escrow # 18005837 WHC

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Prominence O'Hare, LLC to furnish **Stamped Concrete at canopy** for the premises known as 3001 S Mannheim Road, Des Plaines, IL. 60018 of which Prominence O'Hare, LLC is the owner.

THE undersigned, for and in consideration of *Twenty six thousand 00/100 (\$26,000.00)* Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.\*

DATE 2/5/20 COMPANY NAME Gaylor Excavating, Inc.  
ADDRESS 5317 Hayden Lane, Ringwood, IL 60072  
SIGNATURE AND TITLE [Signature] President

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

**CONTRACTOR'S AFFIDAVIT**

STATE OF ILLINOIS

COUNTY OF Cook

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) Morna H. Gaylor BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS (POSITION) president OF (COMPANY NAME) Gaylor Excavating, Inc WHO IS THE

CONTRACTOR FURNISHING **Stamped Concrete at canopy** WORK ON THE BUILDING LOCATED AT 3001 S Mannheim Road, Des Plaines, IL. 60018 OWNED BY Prominence O'Hare, LLC

That the total amount of the contract including extras\* is \$ 26,000.00 on which he or she has received payment of \$ 0.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
<u>Gaylor Excavating Inc</u>		<u>\$26,000.00</u>	<u>- 0 -</u>	<u>\$26,000.00</u>	<u>- 0 -</u>
<u>All labor/benefits have been paid in full.</u>					
<u>We own/operate our own equipment.</u>					
<u>Any material used was taken from a fully paid stock.</u>					
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.		<u>\$26,000.00</u>	<u>- 0 -</u>	<u>\$26,000.00</u>	<u>- 0 -</u>

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

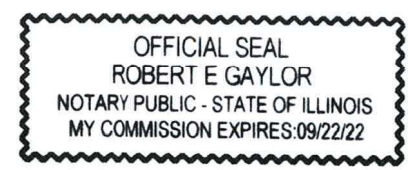
DATE February 5, 2020 SIGNATURE: [Signature]

SUBSCRIBED AND SWORN TO BEFORE ME THIS 5th DAY OF February, 2020

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT. F.3870 R5/96

Provided by Chicago Title Insurance Company

[Signature]  
NOTARY PUBLIC





STATE OF ILLINOIS  
COUNTY OF Cook

**FINAL WAIVER OF LIEN**

Gty #

Escrow # 18005837 WHC

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Prominence O'Hare, LLC to furnish **Earthwork/Mass grading/Excavation** for the premises known as 3001 S Mannheim Road, Des Plaines, IL. 60018 of which Prominence O'Hare, LLC is the owner.

THE undersigned, for and in consideration of *Twenty two thousand five hundred thirty five 00/100 (\$22,535.00)* Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.\*

DATE 2/5/20 COMPANY NAME Gaylor Excavating, Inc..  
ADDRESS 5317 Hayden Lane, Ringwood, IL 60070  
SIGNATURE AND TITLE [Signature] President

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

**CONTRACTOR'S AFFIDAVIT**

STATE OF ILLINOIS  
COUNTY OF Cook

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) Morna K. Gaylor BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS (POSITION) President OF (COMPANY NAME) Gaylor Excavating, Inc. WHO IS THE CONTRACTOR FURNISHING **Earthwork/Mass grading/Excavation** WORK ON THE BUILDING LOCATED AT 3001 S Mannheim Road, Des Plaines, IL. 60018 OWNED BY Prominence O'Hare, LLC

That the total amount of the contract including extras\* is \$ **107,280.00** on which he or she has received payment of \$ **84,745.00** prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDNG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Gaylor Excavating Inc	Earthwork	\$107,280.00	\$84,745.00	\$22,535.00	-0-
All labor/benefits have been paid in full.					
We own/operate our own equipment. No rentals					
Any material used was taken from a fully paid stock.					
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.		\$107,280.00	\$84,745.00	\$22,535.00	-0-

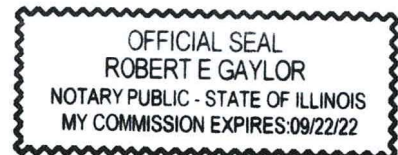
That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE February 5, 2020 SIGNATURE: [Signature]  
SUBSCRIBED AND SWORN TO BEFORE ME THIS 5<sup>th</sup> DAY OF February, 2020

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.  
F.3870 R5/96

Provided by Chicago Title Insurance Company

[Signature]  
NOTARY PUBLIC





COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: November 22, 2022

To: Michael G. Bartholomew, City Manager

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

Cc: Stewart Weiss, Elrod Friedman, General Counsel

Subject: Amend Compliance Agreement and Extend Temporary Abeyance of Enforcement for Commercial Parking at 3001 Mannheim Road (Orchards at O'Hare)

**Issue:** The Holiday Inn Express and Suites hotel at 3001 Mannheim Road in the Orchards at O'Hare development has been operating a commercial parking lot use, as defined in Section 12-13-3 of the Zoning Ordinance, since approximately mid-July 2021. This activity is not allowed at the C-3-zoned property without a conditional use permit and is also not permitted by the Orchards at O'Hare planned unit development approval. However, in 2021 and 2022, the City Council passed two resolutions (R-189-21, November 15, 2021; and R-110-22, June 20, 2022) to enter into and maintain a compliance and temporary abeyance of enforcement agreement with the property owner to allow the activity to occur. This agreement expired on November 15, 2022.

The property owner/hotel management have submitted a request to the Council to extend the temporary allowance via an amended agreement for six months to May 15, 2023.

**Analysis:** The commercial parking activity is driven by visitors (typically O'Hare Airport travelers) reserving a parking space through third-party apps and websites such as Way.com. The commercial parking is providing an ancillary revenue stream to hotel, which the hotel claims is still needed and will be needed during the winter months (see attached request). The hotel representative also reports that its attached restaurant space is expected to be occupied in mid-2023, which is why they are requesting only an additional six months.

The property lies within the O'Hare Corridor Privilege Area and is subject to a \$1 per car daily parking tax, which has been remitted monthly to the City since December 2021, generating a total of \$38,723 through August 2022. To settle the estimated tax owed between July and November 2021, \$6,100 was also paid.

The amended and extended agreement stipulates the following requirements for property ownership:

- Remit as required by the Finance Department the \$1-per-car, per-day O'Hare Privilege Corridor Parking Tax;
- Maintain a Parking Lot Permit from the City as required by Section 7-7-2 of the City Code in good standing at all times when conducting the Commercial Parking;

- Confine the commercial parking activity to the hotel parcel and the freestanding restaurant parcel (i.e., “restaurant pad”) in the development;
- Prevent commercial parking from interfering with the parking needs of the hotel or any other development and business activity within the Planned Development Property, avoiding a parking shortage for any existing use within the development;
- Conduct commercial parking only on a hard, all-weather, dustless surface in permanently striped parking spaces, with drive aisle widths and parking space dimensions that comply with Section 12-9-6 of the Zoning Ordinance;
- Maintain all portions of the Orchards at O’Hare development free of nuisances and undue service demand from the City of Des Plaines, including but not limited to property maintenance code enforcement and public safety (Police and Fire); and
- Continue to make all commercially reasonable and diligent efforts to identify and pursue an entity to develop and operate a freestanding restaurant on the restaurant parcel, as contemplated in the Redevelopment Agreement for Orchards at O’Hare.

**City Council Action:** The Council may approve Resolution R-208-22 to allow the City to enter into this agreement, formalizing the amended agreement and extended temporary abeyance of enforcement.

**Attachments**

Attachment 1: Request for Extension from Prominence Hospitality / Holiday Inn Management

**Resolution R-208-22**

Exhibit A: Amended and Extended Compliance and Abeyance of Enforcement Agreement



## John Carlisle

---

**From:** Patrick Palmer <ppalmer@prohosp.com>  
**Sent:** Monday, October 31, 2022 2:38 PM  
**To:** John Carlisle  
**Cc:** Rehan Zaid; Dhaval Brahmbhatt  
**Subject:** FW: Holiday Inn Express Des Plaines.

John I am reaching out because I know you have been working on some items with Rehan in regards to the Orchard Campus. One item is the conditional use we have for commercial parking at the campus. I believe that is due to expire on 11-15-22. We would like to ask for an extension as this additional revenue for the hotel will be critical as we enter the winter months. During the winter months revenues decline significantly due to lack of travel. It is not only the lack of travelers but the overall decrease of the rates that we can charge.

Also, we are pleased to acknowledge that the restaurant lease has been signed with Cilantro Taco Grill. I believe Rehan has been in communication with you as they work through completing plans for the site and they plan on opening the restaurant mid-summer of 2023. With that said we would like to ask for an extension of our parking agreement with the city for 6 months which would coincide with the opening of the restaurant.

We would like to request getting on the agenda for the council meeting, 11-21.

Please let me know if I can provide any addition information as to move this forward.

**Patrick Palmer**

Vice President of Operations  
Prominence Hospitality Group



o 224.203.5570 c 262.914.0784 e [ppalmer@prohosp.com](mailto:ppalmer@prohosp.com)  
1375 Remington Rd Ste E, Schaumburg, IL 60173

CITY OF DES PLAINES

RESOLUTION R - 208 - 22

**A RESOLUTION APPROVING AMENDED TEMPORARY  
ABEYANCE OF ENFORCEMENT AGREEMENT  
BETWEEN THE CITY OF DES PLAINES, PROMINENCE  
HOSPITALITY GROUP, AND O'HARE REAL ESTATE  
LLC.**

---

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

**WHEREAS**, the City previously entered into that certain Amended and Restated Redevelopment and Economic Incentive Agreement with O'Hare Real Estate, LLC ("**Redevelopment Agreement**") dated as of July 6, 2016 which governs the ongoing redevelopment of certain parcels located at the northwest corner of Mannheim and Higgins Road comprising the Orchards at O'Hare Subdivision ("**Planned Development Property**"); and

**WHEREAS**, the Redevelopment Agreement required O'Hare Real Estate, LLC ("**ORE**") to redevelop the Planned Development Property with a hotel, a gas station, a car wash, and a restaurant (collectively, the "**Project**") in exchange for certain financial incentives, including (i) reimbursement of certain redevelopment project costs pursuant to the Tax Increment Allocation Redevelopment Act (65 ILCS 5/1-74.4-1 *et seq.*); (ii) a partial rebate of sales taxes generated by commercial uses on the Planned Development Property; and (iii) a partial rebate of the City Hotel-Motel Operator's Occupation Tax and the City's O'Hare Corridor Privilege Tax collected from hotel to be constructed on the Planned Development Property (collectively, the "**Financial Incentives**"); and

**WHEREAS**, after the execution of the Redevelopment Agreement, ORE conveyed a portion of the Planned Development Property designated as the "**Hotel Property**" to Prominence Hospitality Group, LLC ("**Prominence**") which constructed a Holiday Inn Express ("**Hotel**") on the Hotel Parcel; and

**WHEREAS**, Prominence and ORE have, since July 2021, conducted a commercial parking operation for cars not associated with guests of the Hotel on both the Hotel Parcel and another portion of the Planned Development Property designated as the "**Restaurant Parcel**" ("**Non-Accessory Commercial Parking**"); and

**WHEREAS**, the City has determined, and Prominence and ORE acknowledge and agree, that (i) the operation of the Non-Accessory Commercial Parking on the Planned Development Property constitutes a violation of the Redevelopment Agreement, the entitlements granted for the Project, and the Zoning Ordinance; and (ii) the City has the right under law to seek fines and obtain injunctive relief against Prominence to cease all operation of the Non-Accessory Commercial Parking on the Planned Development Property; and

**WHEREAS**, the City Council previously approved Resolution R-189-21 and Resolution R-110-22 to hold its enforcement rights in abeyance and to allow the continued operation of the Non-Accessory Commercial Parking on the Owners’ property on a temporary basis conditioned on the Owners’ compliance with certain requirements and obligations set forth in the Compliance and Temporary Abeyance of Enforcement Agreement (“*Original Compliance Agreement*”); and

**WHEREAS**, the Original Compliance Agreement expired by its own terms November 15, 2022;

**WHEREAS**, based on a request of Prominence Hospitality Group, LLC, the City Council has determined that it is in the best interest of the City to enter into an Amended and Extended Compliance and Temporary Abeyance of Enforcement Agreement, which extends the abeyance period until May 15, 2023;

**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 AMENDED AND EXTENDED COMPLIANCE AGREEMENT.** The City Council hereby approves the Amended and Extended Compliance Agreement in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel.

**SECTION 3: AUTHORIZATION TO EXECUTE AMENDED AND EXTENDED COMPLIANCE AGREEMENT.** The City Council hereby authorizes and directs the Mayor and the City Clerk to execute and seal, on behalf of the City, the Amended and Extended Compliance Agreement.

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

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

**VOTE:** AYES \_\_\_\_\_ NAYS \_\_\_\_\_ ABSENT \_\_\_\_\_

\_\_\_\_\_  
**MAYOR**

ATTEST:

Approved as to form:

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

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

**AMENDED AND EXTENDED  
COMPLIANCE AND TEMPORARY ABEYANCE OF ENFORCEMENT AGREEMENT  
BETWEEN THE CITY OF DES PLAINES, PROMINENCE O'HARE LLC, AND O'HARE  
REAL ESTATE LLC  
(3001 MANNHEIM ROAD)**

**THIS AGREEMENT** is made as of December \_\_\_\_, 2022 ("**Effective Date**") by and between the **CITY OF DES PLAINES**, an Illinois home rule municipal corporation ("**City**"), **PROMINENCE O'HARE, LLC** an Illinois limited liability company ("**Prominence**"), and **O'HARE REAL ESTATE LLC**, an Illinois limited liability company ("**ORE**"). In consideration of the mutual promises of the parties hereto made each to the other and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, Prominence, and ORE hereby agree as follows:

**Section 1. Background.**

A. Prominence is the owner of that certain property designated at Lot 5 in the Orchards at O'Hare Subdivision, and commonly known as 3001 Mannheim Road, Des Plaines, Illinois ("**Hotel Parcel**").

B. ORE is the original developer of a planned unit development that includes the Hotel Parcel, an adjacent parcel located directly to the west of the Hotel Parcel designated as Lot 3 in the Orchards at O'Hare Subdivision ("**Restaurant Parcel**"), and other surrounding parcels ("**Planned Development**") which was approved by City of Des Plaines Ordinance Z-18-16 ("**PUD Ordinance**") and was required to be constructed in accordance with that certain Amended and Restated Redevelopment and Economic Incentive Agreement dated as of July 6, 2016 and recorded in the Office of the Cook County Recorder as Document No. 1704519090 on February 14, 2017 ("**Redevelopment Agreement**").

C. After the adoption of the PUD Ordinance and the execution of the Redevelopment Agreement, ORE conveyed the Hotel Parcel to Prominence which constructed a Holiday Inn Express ("**Hotel**") on the Hotel Parcel.

D. The Hotel Parcel, the Restaurant Parcel, and all other portions of the Orchards at O'Hare Subdivision owned by ORE (collectively, the "**Planned Development Property**") are governed by the terms and restrictions set forth in the PUD Ordinance, the Redevelopment Agreement, and requirements of the C-3 General Commercial Zoning District as set forth in the Des Plaines Zoning Ordinance of 1998, as amended ("**Zoning Ordinance**").

E. Prominence and ORE have, since July 2021, conducted a commercial parking operation for cars not associated with guests of the Hotel on both the Hotel Parcel and the Restaurant Parcel ("**Non-Accessory Commercial Parking**"). This operation is considered a "Commercial Parking Lot" under the Zoning Ordinance, and was not contemplated as a permitted use on the Planned Development Property by the PUD Ordinance or the Redevelopment Agreement.

F. Commercial Parking Lots require a conditional use permit to operate in the C-3 District.

G. The City has determined, and Prominence and ORE acknowledge and agree, that (i) the operation of the Non-Accessory Commercial Parking on the Planned Development Property

constitutes a violation of the Redevelopment Agreement, the PUD Ordinance, and the Zoning Ordinance; and (ii) the City has the right under law to seek fines and obtain injunctive relief against Prominence to cease all operation of the Non-Accessory Commercial Parking on the Planned Development Property.

H. The City Council, pursuant to Resolution R-189-21, approved the City's entrance into the original Compliance and Temporary Abeyance of Enforcement Agreement, which term to submit an application for modified zoning entitlements to allow the use permanently was waived by Resolution R-110-22. This original agreement has expired by its own terms.

I. Prominence and ORE (collectively, the "**Owners**") have informed the City that, in order to avoid potential litigation and settle all disputes with respect to the Non-Accessory Commercial Parking between the Parties, they will (i) agree to all terms and limitations of this Amended and Extended Agreement and (2) request that the City grant the Owners permission to continue the Non-Accessory Commercial Parking on a temporary basis until the termination of the Extended Abeyance Period, defined herein.

J. The City is willing to hold its enforcement rights in abeyance and to allow the continued operation of the Non-Accessory Commercial Parking on the Owners' property on a temporary basis conditioned on the Owners' compliance with the requirements and obligations set forth in this Agreement.

**Section 2. Further Abeyance of Enforcement.**

A. Extended Abeyance Period Defined. For purposes of this Agreement, the Extended Abeyance Period will be defined as that period commencing on November 16, 2022, and ending no later than May 15, 2023, subject to early termination as set forth in Section 4 of this Agreement ("**Extended Abeyance Period**").

B. City Agreement Regarding Enforcement. Subject to the Owners' compliance with the terms of this Agreement, including specifically the operating conditions set forth in Section 2.C of this Agreement, the City will, during the Extended Abeyance Period allow the Owners to continue to operate the Non-Accessory Commercial Parking on the Hotel Parcel and the Restaurant Parcel.

C. Operation of the Non-Accessory Commercial Parking. At all times during the Extended Abeyance Period, the Owners agree to conduct the Non-Accessory Commercial Parking in accordance with the following conditions:

1. The Owners will maintain and renew as may be required a Parking Lot Permit from the City as required by Section 7-7-2 of the City's Code of Ordinances and maintain the permit in good standing at all times when conducting the Non-Accessory Commercial Parking.
2. All Non-Accessory Commercial Parking must continue to be confined to the Hotel Parcel and the Restaurant Parcel, and will be prohibited on any other portion of the Planned Development Property.
3. The Non-Accessory Commercial Parking may not interfere with the parking needs of the Hotel or any other development and business activity within

the Planned Development Property, and may not create a parking shortage for any existing use within the development.

4. All Non-Accessory Commercial Parking may only be conducted on a hard, all-weather, dustless surface in permanently striped parking spaces, with drive aisle widths and parking space dimensions that comply with Section 12-9-6 of the Zoning Ordinance.
5. For the duration of this Agreement, all portions of the Planned Development Property will be maintained free of nuisances and not create undue service demand from the City of Des Plaines, including but not limited to property maintenance code enforcement and public safety (Police and Fire).
6. ORE will continue to make all commercially reasonable and diligent efforts to identify and pursue an entity to develop and operate a free-standing Class A Restaurant on the Restaurant Parcel, as contemplated in the Redevelopment Agreement.

D. Payment of O'Hare Corridor Privilege Area Parking Tax. The Owners acknowledge that the Hotel Parcel and the Restaurant Parcel are located within the City's O'Hare Corridor Privilege Tax Area and that all commercial parking activity within that Area is subject to the O'Hare Corridor Privilege Tax Area Parking Tax ("**Parking Tax**") as set forth in Section 15-6-2 of the City's Code of Ordinances. The Owners will continue to file with Finance Department the necessary forms to remit, at the frequency required by the Department, including all parking activity on or after November 16, 2022, as well as any payment due from activity conducted before November 15, 2022, but not yet remitted or collected.

E. The Owner's ability to continue to conduct the Non-Accessory Commercial Parking on their respective parcels will be contingent upon the continued timely payments set forth in Section 2.D of this Agreement.

### **Section 3. Termination of Extended Abeyance Period.**

If, on or before May 15, 2023, the City Council has denied or the Owners have not fulfilled the requirements of this agreement, the Owners must immediately bring all portions of the Planned Development Property into strict compliance with the PUD Ordinance, the Redevelopment Agreement, and all relevant provisions of the Zoning Ordinance. Specifically, and without limitation, all Non-Accessory Commercial Parking will cease on the Planned Development Property.

**Section 4. City's Reserved Rights.** Neither the City's execution of this Agreement nor its consent to abate its enforcement rights with regard to violations of the PUD Ordinance and the Redevelopment Agreement constitute a waiver of any other legal rights or authority the City may possess. The City hereby reserves and affirms its continuing right to enforce all criminal, health, safety, building, and property maintenance laws, ordinances, and regulations against the Owners, the Planned Development Property, and to pursue all remedies afforded to it under law.

### **Section 5. General Provisions.**

A. Indemnification. The Owners hereby agrees to release, defend, indemnify, and hold harmless the City, its officers, agents, servants, officials, attorneys, employees, and representatives from and against any and all injuries, damages, claims, liabilities, demands, causes of action, losses, suits, expenses, and judgments of any and all nature and kind whatsoever, including without limitation costs, expenses, and attorneys' fees, to the extent arising out of, occasioned by, connected with, or in any way attributable to the approval of this Agreement by the City or the performance any actions on the part of the City required by this Agreement.

B. Time of the Essence. Time is of the essence in the performance of this Agreement.

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

D. Non-Waiver. The City will not be under any obligation to exercise any of the rights granted to it in this Agreement. The failure of the City to exercise at any time any right granted to it may not be deemed or construed to be a waiver of that right, nor will the failure void or affect the City's right to enforce that right or any other right.

E. Governing Law; Venue. This Agreement will be governed by, and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

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

G. Authority to Execute. The City hereby warrants and represents to the Owners that the Person executing this Agreement on its behalf has been properly authorized to do so by the Ordinances of the City of Des Plaines. Prominence and ORE respectively warrant and represent to the City that the Persons executing this Agreement on their behalf have been properly authorized to do so by its managers and governing documents.

H. No Third-Party Beneficiaries. No claim as a third-party beneficiary under this Agreement by any Person may be made, or be valid, against the City or the Owners.

**[THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the Parties have duly executed this Compliance and Temporary Enforcement Abeyance Agreement, as of the Effective Date of this Agreement.

**PROMINENCE O'HARE, LLC**, an Illinois limited liability company

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

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

By: \_\_\_\_\_  
Michael G. Bartholomew, City Manager

\_\_\_\_\_  
Print Name

Attest: \_\_\_\_\_  
Jessica M. Mastalski, City Clerk

Its: \_\_\_\_\_  
Title

**O'HARE REAL ESTATE, LLC**, an Illinois limited liability company

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

\_\_\_\_\_  
Print Name

Its: \_\_\_\_\_  
Title





COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: November 22, 2022

To: Michael G. Bartholomew, City Manager

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

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

Subject: Approve Transferee Assumption Agreements Pursuant to the Orchards at O'Hare  
Redevelopment and Economic Incentive Agreement

**Issue:** The Amended and Restated Redevelopment and Economic Incentive Agreement for Orchards at O'Hare, approved July 6, 2016 ("RDA"), requires that when subdivided lots within the development are transferred or sold to an entity other than the original developer, which is O'Hare Real Estate LLC ("ORE"), a transferee assumption agreement must be executed.

**Analysis:** The Orchards at O'Hare campus is split into multiple lots that are improved or intended to be improved with multiple commercial uses, such as a gas station and convenience mart, carwash, hotel, and freestanding restaurant. Surface parking and other exterior physical improvements surround these uses and connect the campus are part of these lots.

The RDA language contemplates that ORE would transfer the lots to other entities, such as different limited liability corporations (LLCs). However, Exhibit L to the RDA O'Hare Real Estate should be approved, executed, and recorded to ensure the terms of the RDA are assumed by any and all of ORE's successors. For this reason, transferee assumption exhibits are typical for the City's redevelopment agreements.

**City Council Action:** The Council may approve R-209-22, which authorizes the City to approve multiple LLC transferee assumption agreements and allows the City to process real estate transfers for certain lots.

**Attachments**

Attachment 1: Orchards at O'Hare Subdivision

**Resolution**

R-209-22

**Exhibits**

Exhibit A: Transferee Assumption Agreement for Lot 5

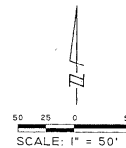
Exhibit B: Transferee Assumption Agreement for Lot 7

# FINAL PLAT

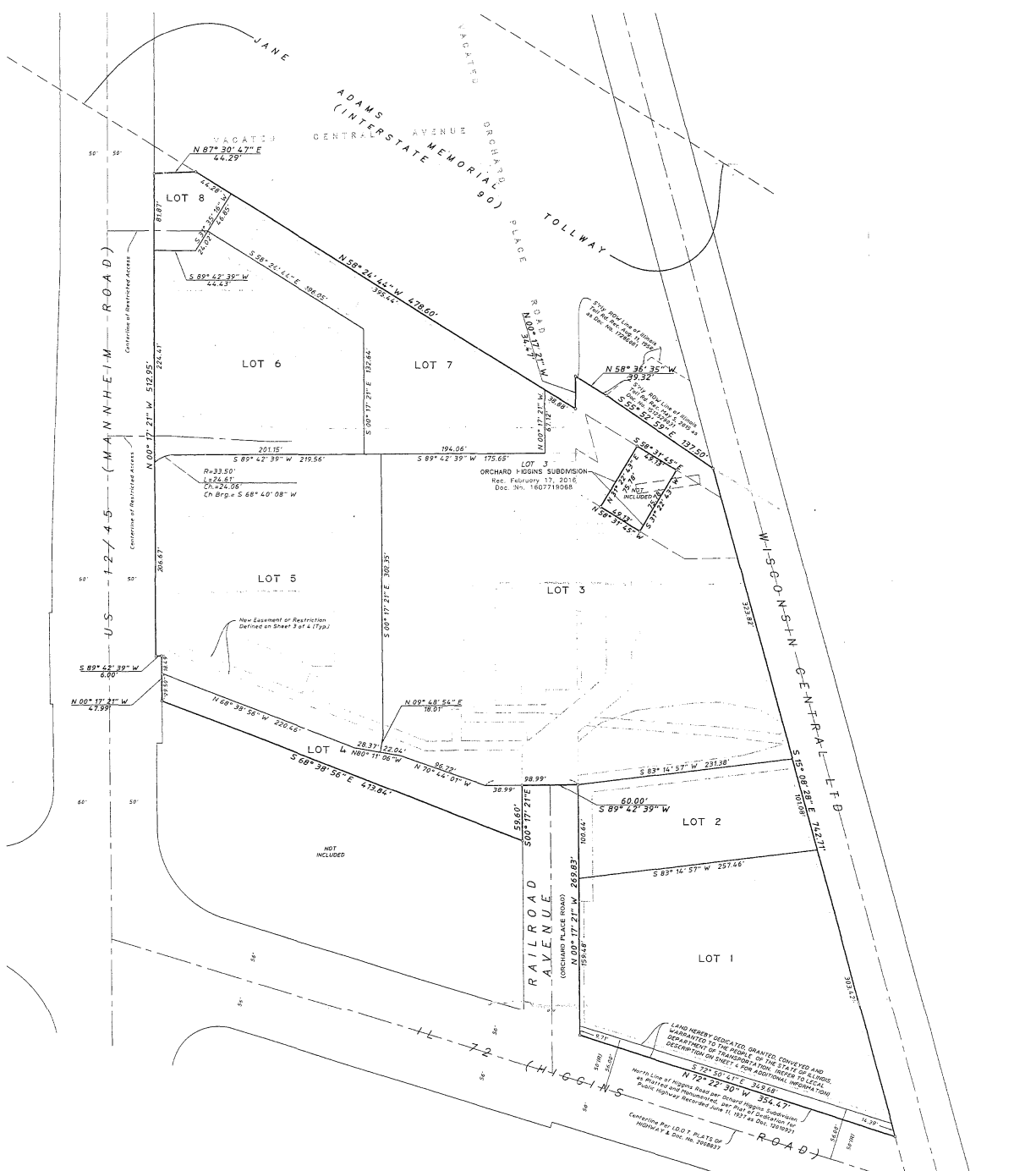
OF

## THE ORCHARDS AT O'HARE

SHEET 2 OF 4  
 Revised 9/30/2016  
 Revised 10/25/2016  
 Revised 10/27/2016  
 Revised 11/08/2016



P.L.N. No.  
 09-33-305-002  
 09-33-305-005  
 09-33-305-006  
 09-33-305-009  
 09-33-305-010  
 09-33-305-013  
 09-33-305-014  
 Pl. 09-33-309-001  
 09-33-309-001  
 09-33-309-002  
 09-33-309-003  
 09-33-309-006  
 09-33-309-005  
 09-33-309-010  
 Pl. 09-33-500-003



Area Table		
LOT #	S.F.	Ac.
1	65,241	1.4977
2	24,442	0.5611
3	129,749	3.2082
4	13,650	0.3134
5	67,325	1.5456
6	43,214	0.9921
7	32,338	0.7630
8	5,237	0.1202
R.O.W.	3,764	0.0864
TOTAL	395,840	9.0877

- VEHICULAR ACCESS NOTES:**
- US 1245 (MANNHEIM ROAD) ACCESS:
    - THERE SHALL BE AT MOST ONE (1) RESTRICTED RIGHT-IN, RIGHT-OUT VEHICULAR ACCESS POINT TO US 1245 (MANNHEIM ROAD) FROM LOT 8 AS SHOWN HEREON.
    - THERE SHALL BE AT MOST ONE (1) RESTRICTED ACCESS POINT TO US 1245 (MANNHEIM ROAD) FROM LOT 5 AS SHOWN HEREON.
    - THERE SHALL BE NO DIRECT ACCESS FROM LOT 4 OR LOT 6 TO US 1245 (MANNHEIM ROAD).
    - ALL OTHER ACCESS SHALL BE VIA INTERNAL CIRCULATION.
  - IL 72 (HIGGINS ROAD) ACCESS:
    - THERE SHALL BE NO DIRECT ACCESS TO IL 72 (HIGGINS ROAD) FROM LOT 1.
    - ALL ACCESS TO IL 72 (HIGGINS ROAD) FOR THE ORCHARDS AT O'HARE SUBDIVISION SHALL BE VIA RAILROAD AVENUE (ORCHARD PLACE ROAD) AS SHOWN HEREON.

**HAEGER ENGINEERING**  
 consulting engineers      land surveyors  
 100 East Jesse Parkway, Schaumburg, IL 60195  
 Tel: 847.214.6200 Fax: 847.274.6222  
 Illinois Professional Engineer License No. 126-003112  
 www.haegerengineering.com

CITY OF DES PLAINES

RESOLUTION R - 209 - 22

**A RESOLUTION APPROVING TRANSFEREE ASSUMPTION AGREEMENTS FOR LOTS 5 AND 7 IN THE ORCHARDS AT O'HARE DEVELOPMENT.**

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

**WHEREAS**, the City previously entered into that certain Amended and Restated Redevelopment and Economic Incentive Agreement with O'Hare Real Estate, LLC ("**Redevelopment Agreement**") dated as of July 6, 2016 which governs the ongoing redevelopment of certain parcels located at the northwest corner of Mannheim and Higgins Road comprising the Orchards at O'Hare Subdivision ("**Property**"); and

**WHEREAS**, the Redevelopment Agreement required O'Hare Real Estate, LLC ("**ORE**") to subdivide the Property into eight lots and to redevelop Lots 3, 5, 6 and 7 of the subdivided Property with a hotel, a gas station, a car wash, and a restaurant (collectively, the "**Project**"); and

**WHEREAS**, the Property was subdivided into eight lots by that certain Final Plat of the Orchards at O'Hare Subdivision, recorded as Doc. No. 1636218072 on December 27, 2016; and

**WHEREAS**, in the event that ORE sought to transfer any of the Lots to another party, even a direct affiliate, before the Lot was developed as contemplated in the Redevelopment Agreement, the purchaser would be required to execute a Transferee Assumption Agreement consenting to and affirming its assumption of ORE's development obligations with regard to that Lot; and

**WHEREAS**, portions of the Property have already been redeveloped, including Lot 3 with a hotel and Lot 5 with an automobile service station; and

**WHEREAS**, Lot 5, which was designated for redevelopment with a free-standing restaurant ("**Restaurant Sub-Parcel**") and Lot 7, which was designated for redevelopment with a car wash ("**Car Wash Sub-Parcel**") remain vacant and unimproved; and

**WHEREAS**, ORE now seeks to transfer (i) the Restaurant Sub-Parcel to an affiliate, Orchards Lot 5, LLC and (ii) the Car Wash Sub-Parcel to another affiliate, Orchards Lot 7, LLC (collectively, Orchards Lot 5, LLC and Orchards Lot 7, LLC are hereinafter referred to as the "**Transferees**"); and

**WHEREAS**, pursuant to paragraph 14.B.4 of the Redevelopment Agreement, the Transferees have agreed to execute Transferee Assumption Agreements to assume to ORE's

obligations to redevelop their respective Lots in accordance with the terms and conditions of the Redevelopment Agreement; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City and the public to approve the Transferee Assumption Agreements for the Restaurant Sub-Parcel and the Car Wash Sub-Parcel;

**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 TRANSFEREE ASSUMPTION AGREEMENTS.**  
The City Council hereby approves the following agreements:

A. A Transferee Assumption Agreement for the Restaurant Sub-Parcel (Lot 5 in Orchards at O’Hare Subdivision) by, between, and among O’Hare Real Estate, LLC, Orchards Lot 5, LLC, and the City of Des Plaines in substantially the form attached to, and by this reference made a part of, this resolution at ***Exhibit A***: and

B. A Transferee Assumption Agreement for the Car Wash Sub-Parcel (Lot 7 in Orchards at O’Hare Subdivision) by, between, and among O’Hare Real Estate, LLC, Orchards Lot 7, LLC, and the City of Des Plaines in substantially the form attached to, and by this reference made a part of, this resolution at ***Exhibit B***;

(collectively, the “***Transferee Assumption Agreements***”).

**SECTION 3: AUTHORIZATION TO EXECUTE TRANSFEREE ASSUMPTION AGREEMENTS.** The City Council hereby authorizes and directs the Mayor and the City Clerk to execute and seal, on behalf of the City, the Transferee Assumption Agreements.

**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**

**TRANSFEEE ASSUMPTION AGREEMENT FOR RESTAURANT SUB-PARCEL  
(LOT 5 IN ORCHARDS AT O'HARE SUBDIVISION)**

**THIS AGREEMENT**, made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by, between and among **O'HARE REAL ESTATE, LLC** ("**Developer**"), **ORCHARDS LOT 5, LLC** ("**Transferee**") and the **CITY OF DES PLAINES** Illinois, an Illinois home rule municipal corporation ("**City**").

**WITNESSETH:**

**WHEREAS**, pursuant to that certain agreement dated \_\_\_\_\_ 20\_\_, the Transferee agreed to purchase fee title to that certain parcel of property commonly known as 3025 S. Mannheim Road, Des Plaines, Illinois and legally described in **Exhibit A** attached hereto and by this reference incorporated herein and made a part hereof ("**Lot 5**"); and

**WHEREAS**, as a condition to the above described transaction, the Developer and the City require that the Transferee agree to comply with all the terms, requirements and obligations set forth in that certain Amended and Restated Redevelopment and Economic Incentive Agreement dated July 6, 2016 by and between the City of Des Plaines and the Developer and recorded in the Office of the Cook County Recorder on February 14, 2017, as Document No. 1704519090, as amended from time to time ("**Redevelopment Agreement**");

**NOW, THEREFORE**, in consideration of the agreement of the Transferee to acquire Lot 5 and of the City to accept the transfer of obligations as provided herein and to grant the releases granted herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by, between and among the City, the Developer, and the Transferee as follows:

1. Recitals. The foregoing recitals are incorporated in and made a part of this Agreement as substantive provisions by this reference.

2. Assumption of Obligations. The Transferee, on its behalf and on behalf of its successors, assigns, heirs, executors and administrators, hereby agrees, at its sole cost and expense, to comply with all of the terms, requirements and obligations of the Redevelopment Agreement with regard to Lot 5, including all exhibits and attachments thereto, regardless of whether such terms, requirements and obligations are to be performed and provided by, or are imposed upon, the Developer as defined in the Redevelopment Agreement.

3. Assurances of Financial Ability. Contemporaneously with the Transferee's execution of this Agreement, the Transferee shall deposit with the City Manager the performance security required by Section 11 of the Redevelopment Agreement with regard to any Improvements that remain to be constructed on Lot 5. Upon execution of this Agreement by the City and deposit with the City Manager of the required performance security, the City shall surrender any portion of the original performance security pertaining to Improvements to be constructed on Lot 5 to the Developer. In addition, and not in limitation of the foregoing, the Transferee shall, upon the request of the City, provide the City with such reasonable assurances of financial ability to meet the obligations assumed hereunder as the City may, from time to time, require.

4. Payment of City Fees and Costs. In addition to any other costs, payments, fees, charges, contributions or dedications required by this Agreement, the Redevelopment Agreement

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or by applicable City codes, ordinances, resolutions, rules or regulations, the Transferee shall pay to the City, immediately upon presentation of a written demand or demands therefor, all legal, engineering and other consulting or administrative fees, costs and expenses incurred in connection with the negotiation, preparation, consideration and review of this Agreement.

5. Acknowledgment and Release of Transferor. The City hereby acknowledges its agreement to the Transferee's assumption of the obligation to comply with the terms, requirements and obligations of the Redevelopment Agreement, including all exhibits and attachments thereto, and the City hereby releases the Developer from any personal liability for failure to comply with the terms, requirements and obligations of the Redevelopment Agreement.

**[THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]**

**[SIGNATURES APPEAR ON THE NEXT PAGE]**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

ATTEST:

**CITY OF DES PLAINES**

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
City President

ATTEST:

\_\_\_\_\_

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

ATTEST:

**O'HARE REAL ESTATE, LLC**

\_\_\_\_\_

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

ATTEST:

**ORCHARDS LOT 5, LLC**

\_\_\_\_\_

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

Its: \_\_\_\_\_



**ACKNOWLEDGMENTS**

STATE OF ILLINOIS )  
  ) SS.  
COUNTY OF COOK )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_, the Mayor of the **CITY OF DES PLAINES**, an Illinois municipal corporation, and by \_\_\_\_\_, the City Clerk of said municipal corporation.

\_\_\_\_\_  
Signature of Notary

SEAL  
My Commission expires:

\_\_\_\_\_

STATE OF ILLINOIS )  
  ) SS.  
COUNTY OF COOK )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_, the Manager of **O'HARE REAL ESTATE, LLC**.

\_\_\_\_\_  
Signature of Notary

SEAL  
My Commission expires:

\_\_\_\_\_

STATE OF ILLINOIS )  
  ) SS.  
COUNTY OF COOK )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_, the Manager of **ORCHARDS LOT 5, LLC**.

\_\_\_\_\_  
Signature of Notary

SEAL  
My Commission expires:

\_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION OF LOT 5 – RESTAURANT SUB-PARCEL**

LOT 5 IN THE FINAL PLAT OF THE ORCHARDS AT O'HARE SUBDIVISION, RECORDED DECEMBER 27, 2016 AS DOCUMENT 1636218072, BEING A RESUBDIVISION OF PART OF THE ORCHARD HIGGINS SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED ON MARCH 17, 2016 AS DOCUMENT NUMBER 1607719068, AND BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 3025 S. Mannheim Road, Des Plaines, Illinois

PIN: 09-33-305-023-0000

{00129336.1}

**TRANSFEEE ASSUMPTION AGREEMENT FOR CAR WASH SUB-PARCEL  
(LOT 7 IN ORCHARDS AT O'HARE SUBDIVISION)**

**THIS AGREEMENT**, made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by, between and among **O'HARE REAL ESTATE, LLC** ("**Developer**"), **ORCHARDS LOT 7, LLC** ("**Transferee**") and the **CITY OF DES PLAINES** Illinois, an Illinois home rule municipal corporation ("**City**").

**WITNESSETH:**

**WHEREAS**, pursuant to that certain agreement dated \_\_\_\_\_ 20\_\_, the Transferee agreed to purchase fee title to that certain parcel of property commonly known as 3025 S. Mannheim Road, Des Plaines, Illinois and legally described in **Exhibit A** attached hereto and by this reference incorporated herein and made a part hereof ("**Lot 7**"); and

**WHEREAS**, as a condition to the above described transaction, the Developer and the City require that the Transferee agree to comply with all the terms, requirements and obligations set forth in that certain Amended and Restated Redevelopment and Economic Incentive Agreement dated July 6, 2016 by and between the City of Des Plaines and the Developer and recorded in the Office of the Cook County Recorder on February 14, 2017, as Document No. 1704519090, as amended from time to time ("**Redevelopment Agreement**");

**NOW, THEREFORE**, in consideration of the agreement of the Transferee to acquire Lot 7 and of the City to accept the transfer of obligations as provided herein and to grant the releases granted herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by, between and among the City, the Developer, and the Transferee as follows:

1. Recitals. The foregoing recitals are incorporated in and made a part of this Agreement as substantive provisions by this reference.

2. Assumption of Obligations. The Transferee, on its behalf and on behalf of its successors, assigns, heirs, executors and administrators, hereby agrees, at its sole cost and expense, to comply with all of the terms, requirements and obligations of the Redevelopment Agreement with regard to Lot 7, including all exhibits and attachments thereto, regardless of whether such terms, requirements and obligations are to be performed and provided by, or are imposed upon, the Developer as defined in the Redevelopment Agreement.

3. Assurances of Financial Ability. Contemporaneously with the Transferee's execution of this Agreement, the Transferee shall deposit with the City Manager the performance security required by Section 11 of the Redevelopment Agreement with regard to any Improvements that remain to be constructed on Lot 7. Upon execution of this Agreement by the City and deposit with the City Manager of the required performance security, the City shall surrender any portion of the original performance security pertaining to Improvements to be constructed on Lot 7 to the Developer. In addition, and not in limitation of the foregoing, the Transferee shall, upon the request of the City, provide the City with such reasonable assurances of financial ability to meet the obligations assumed hereunder as the City may, from time to time, require.

4. Payment of City Fees and Costs. In addition to any other costs, payments, fees, charges, contributions or dedications required by this Agreement, the Redevelopment Agreement

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or by applicable City codes, ordinances, resolutions, rules or regulations, the Transferee shall pay to the City, immediately upon presentation of a written demand or demands therefor, all legal, engineering and other consulting or administrative fees, costs and expenses incurred in connection with the negotiation, preparation, consideration and review of this Agreement.

5. Acknowledgment and Release of Transferor. The City hereby acknowledges its agreement to the Transferee's assumption of the obligation to comply with the terms, requirements and obligations of the Redevelopment Agreement, including all exhibits and attachments thereto, and the City hereby releases the Developer from any personal liability for failure to comply with the terms, requirements and obligations of the Redevelopment Agreement.

**[THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]**

**[SIGNATURES APPEAR ON THE NEXT PAGE]**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

ATTEST:

**CITY OF DES PLAINES**

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
City President

ATTEST:

\_\_\_\_\_

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

ATTEST:

**O'HARE REAL ESTATE, LLC**

\_\_\_\_\_

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

ATTEST:

**ORCHARDS LOT 7, LLC**

\_\_\_\_\_

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

Its: \_\_\_\_\_

**ACKNOWLEDGMENTS**

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, the Mayor of the **CITY OF DES PLAINES**, an Illinois municipal corporation, and by \_\_\_\_\_, the City Clerk of said municipal corporation.

\_\_\_\_\_  
Signature of Notary

SEAL  
My Commission expires:

\_\_\_\_\_

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, the Manager of **O'HARE REAL ESTATE, LLC**.

\_\_\_\_\_  
Signature of Notary

SEAL  
My Commission expires:

\_\_\_\_\_

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, the Manager of **ORCHARDS LOT 7, LLC**.

\_\_\_\_\_  
Signature of Notary

SEAL  
My Commission expires:

\_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION OF LOT 7 – RESTAURANT SUB-PARCEL**

LOT 7 IN THE FINAL PLAT OF THE ORCHARDS AT O'HARE SUBDIVISION, RECORDED DECEMBER 27, 2016 AS DOCUMENT 1636218072, BEING A RESUBDIVISION OF PART OF THE ORCHARD HIGGINS SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED ON MARCH 17, 2016 AS DOCUMENT NUMBER 1607719068, AND BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 2991 S. Mannheim Road, Des Plaines, Illinois

PIN: 09-33-305-025-0000

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