



CITY COUNCIL AGENDA

Tuesday, February 21, 2023

Regular Session – 7:00 p.m.

Room 102

CALL TO ORDER

REGULAR SESSION

ROLL CALL

PRAYER

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

2023 APPROPRIATION ORDINANCE/**FIRST READING** – **ORDINANCE M-6-23**: Approving Appropriations to Defray the Expenses of the City of Des Plaines, Cook County, Illinois for Municipal Purposes Designated as the “Annual Appropriation Ordinance” for the Fiscal Year Beginning January 1, 2023 and Ending December 31, 2023

PUBLIC COMMENT

(matters not on the agenda)

ALDERMEN ANNOUNCEMENTS/COMMENTS

MAYORAL ANNOUNCEMENTS/COMMENTS

CITY CLERK ANNOUNCEMENTS/COMMENTS

MANAGER’S REPORT

CITY ATTORNEY/GENERAL COUNSEL REPORT

CONSENT AGENDA

1. **RESOLUTION R-44-23:** Approving Intergovernmental Agreements with Oakton College for City-Hosted Special Events on July 2, 2023 and October 14, 2023
2. **RESOLUTION R-45-23:** Approving the 2023 Expenditure of the Standard Software Maintenance Agreement with Tyler Technologies, Inc., Troy, Michigan, in the Amount of \$139,705.40. Budgeted Funds – IT/R&M Software.
3. **RESOLUTION R-46-23:** Approving the 2023 Contract Expenditure of the EnerGov Maintenance Renewal with Tyler Technologies, Inc., Troy, Michigan, in the Amount of \$42,666.75. Budgeted Funds – IT/R&M Software.
4. **RESOLUTION R-47-23:** Approving the Purchase of Fire Department Uniforms from On Time Embroidery, Inc. in an Amount Not-to-Exceed \$50,000. Budgeted Funds – Fire Department/Uniforms
5. **RESOLUTION R-48-23:** Approving the Purchase of Elevator Alarm Monitoring Services from Emergency 24, Inc. in an Amount Not-to-Exceed \$36,000. Budgeted Funds – Fire Department/Emergency Services/Dispatch Services.
6. **RESOLUTION R-49-23:** Approving Task Order No. 4 with FGM Architects, Inc., Oak Brook, Illinois in the Not-to-Exceed Amount of \$258,500 Plus \$500 for Reimbursable Expenses for Professional Construction Engineering Services. Budgeted Funds – Facilities Replacement.
7. **RESOLUTION R-50-23:** Awarding the Bid for the 2023 Fire Hydrant Purchase in the Amount of \$4,189.50 per Hydrant to Core & Main, Carol Stream, Illinois for a Total Not-to-Exceed Amount of \$83,790.00. Budgeted Funds – Water System Supplies.
8. **RESOLUTION R-51-23:** Approving Amendment No. 1 to a Joint Funding Agreement with the Illinois Department of Transportation (IDOT) for the Oakton Street Side Path Construction Project in the Amount of \$392,337. Funded by Capital Projects.
9. **RESOLUTION R-53-23:** Approving a Two-Year Agreement with Flock Group, Inc., Atlanta, Georgia, for a License Plate Reader System at a Cost Not-to-Exceed \$61,300. Budgeted Funds – Police Department/Support Services/Capital Outlay/Equipment and Police Department/Support Services/Repairs & Maintenance/R&M Software.
10. **RESOLUTION R-54-23:** Approving a 5-Year Agreement with Sole Source Provider Axon Enterprise, Inc., Scottsdale, AZ, for Tasers and Related Services at a Cost Not-to-Exceed \$48,706. Funded by Asset Forfeiture Funds.
11. **RESOLUTION R-55-23:** Awarding the Bid for the City Hall and Police Department Link and Police Department Addition and Renovation Project to the Lowest Qualified and Responsible Bidder, Camosy Construction, Zion, Illinois in the Amount of \$15,598,790. Budgeted Funds – Facilities Replacement.
12. **SECOND READING – ORDINANCE M-5-23:** Approving a New Class A Liquor License – Tavern, Seats 250 or Less (on-site consumption only) for La Marina Mariscos d/b/a La Marina, 1261 East Algonquin Road
13. Minutes/Regular Meeting – February 6, 2023

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

YOUTH COMMISSION

Josephine Al-Naemy – Term to Expire 9/4/2026

Ronald Burton – Term to Expire 9/4/2026

Mary Dankowski – Term to Expire 9/4/2026

Bob Neil – Term to Expire 9/4/2026

UNFINISHED BUSINESS

1. **RESOLUTON R-219-22:** Consideration of a Reduction of the Letter of Credit for the Bayview Compasspoint Mixed-Use Development at 1425 Ellinwood Street (*deferred from the 12/19/22 City Council Meeting Agenda*)

NEW BUSINESS

1. **FINANCE & ADMINISTRATION** – Alderman Artur Zadrozny, Chair
 - a. Warrant Register in the Amount of \$21,960,295.81 – **RESOLUTION R-56-23**
2. **COMMUNITY DEVELOPMENT** – Alderman Malcolm Chester, Chair
 - a. Consideration of an Amendment to a Conditional Use Permit for an Existing Auto Body Repair Use for the Property at 1300 Miner Street to Expand the Business Into the Adjoining Tenant Space Inside the Existing Multi-Tenant Building – **FIRST READING – ORDINANCE Z-2-23**
 - b. Consideration of a Conditional Use Permit for an Auto Service Repair Use for the Property at 827 Elmhurst Road to Construct a New Building for an Oil Change Business – **FIRST READING – ORDINANCE Z-3-23**
 - c. Consideration of the Vacation of a Public Alley at 1900 Mannheim Road – **FIRST READING – M-7-23**
 - d. Consideration of a Conditional Use for a Commercially Zoned Assembly Use (Worship Services) for the Property at 1683 Elk Boulevard – **FIRST READING – ORDINANCE Z-4-23**
 - e. Consideration of Zoning Text Amendments Related to the Procedure for Minor Variations – **FIRST READING – ORDINANCE Z-5-23**

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.

**Finance Department**

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

MEMORANDUM

Date: February 8, 2023
To: Michael G. Bartholomew, City Manager
From: Dorothy Wisniewski, Assistant City Manager / Director of Finance
Subject: 2023 Appropriation Ordinance



Issue: In accordance with the Illinois Compiled Statutes (ILCS), the City is required to pass an annual appropriation ordinance within the first quarter of its fiscal year. This appropriation ordinance specifies the sums of money deemed necessary to defray all expenses and liabilities for the calendar year 2023.

Analysis: Per 65 ILCS 5/8-2-9, a public notice of a public hearing regarding the Appropriation Ordinance is required and must be published at least 10 days prior to the adoption of the Appropriation Ordinance. In addition, the public notice must be published in a newspaper of general circulation within the municipality. The public notice will be published in the Journal and Topics newspaper on Wednesday, February 8, 2023, thus satisfying both requirements (a copy of the notice is attached).

Requirements of the Appropriation Ordinance: The appropriation ordinance serves as a limit on what may be spent during the current fiscal year. The purpose of the appropriation ordinance is to appropriate such sums of money as the municipality deems necessary to defray all of its necessary expenses and liabilities. The ordinance is to be set up by objects and purposes for which each line item of the appropriation is made, and each appropriation must be for a specific dollar amount.

The purpose for the required specificity in the appropriation ordinance is to inform the taxpayers of the purposes for which the municipal revenues are to be expended since no fund can legally be expended for any purpose other than that for which it was appropriated. The Supreme Court has indicated that this right of the taxpayer is a substantial right of which the taxpayer may not be deprived. However, the courts have also indicated that municipalities are not required to specify every conceivable item on which they may spend money as long as the purposes indicated are sufficiently specific to advise the taxpayer of the type of expenditure to be made so that the taxpayer can make further specific inquiries with regard thereto if desired.

Once the appropriation ordinance has been adopted, the Illinois Municipal Code provides that no contract shall be made or expense incurred unless an appropriation previously has been made concerning that contract or expense. The Code further provides that any contract made or expense incurred in violation of this provision is absolutely void (not merely voidable) and that no money of the municipality can be spent on account thereof (65 ILCS 5/8-1-7). This provision has been adhered to strictly by the courts.

There are exceptions to this previous appropriation rule, and these are briefly outlined below:

1. Special Petition/Referendum - Appropriations may be made by special petition or referendum (See 65 ILCS 5/8-2-9).
2. Before Passage – Authorizes expenditures to be made pending the passage of the Appropriation Ordinance (See 65 ILCS 5/8-1-7).
3. Supplemental Appropriation - A municipality may adopt without further hearing a supplemental appropriation ordinance in an amount not to exceed the aggregate of any additional revenue that becomes available to the municipality or is estimated to be received by the municipality after the adoption of the appropriation ordinance. Also fund balances available when the annual appropriation ordinance was adopted but that were not appropriated at that time may also be included within a supplemental appropriation ordinance. However, the supplemental appropriation ordinance can apply only to the new revenues.
4. Transfer - By a two-thirds vote of all the corporate authorities, a municipality may make transfers of any amounts appropriated for one object or purpose to another object or purpose. No approval is necessary, however, for transferring appropriations for different line items within categories of objects and purposes. No such transfer may be made that would reduce the balance of the appropriation below an amount sufficient to cover “all obligations incurred or to be incurred against the appropriation” (See 65 ILCS 5/8-2-9).
5. Court Order - As a general exception, a municipality may separately appropriate to pay a judgment ordered by a court of competent jurisdiction.
6. Emergency - The Illinois Municipal Code provides one additional manner in which a municipality that has underestimated its needed appropriations may respond to community needs. In the event of an extreme emergency, the corporate authorities by a two-thirds vote may make additional appropriations for the purpose of making improvements or restoration as a result of any accident or casualty that took place after the annual appropriation ordinance was passed or to meet an unforeseen emergency after passage of the appropriation ordinance. “Emergency” is specifically defined as “a condition requiring immediate action to suppress or prevent the spread of disease, or to prevent or remove imminent danger to persons or property.” This Section has limited application and cannot be used to correct errors or mere oversight made in the appropriation ordinance and process (See 65 ILCS 5/8-1-6).
7. Bond Issue - Expenditures from a bond issue or special assessment can be made because the authorizing ordinances themselves are considered “appropriations.”

Finally, in order to avoid the problem of accurately forecasting 100 percent, even in general, the various items on which funds may be expended for the entire fiscal year, the courts have approved the use of an appropriation for contingencies. Thus, the corporate authorities need not follow the cumbersome route of first transferring from the contingency fund to another line item before paying out for unforeseen expenses. However, there is a limitation in that the contingency appropriation cannot exceed ten percent (10%) of the total budget. While this rule applies specifically to Budget-Officer municipalities, it is recommended that non-budget officer municipalities (such as the City) not exceed this rule as well.

The 2023 Appropriation Ordinance for the City of Des Plaines is \$220.5 million, whereas the 2023 Budget for the City of Des Plaines is \$174.1 million. The difference of \$46.4 million is comprised of the following items:

- \$11.2 million related to Interdepartmental transfers of which is included in the budget document as a separate column and not included in the \$174.1 million total above.

- \$6.5 million for a Contingency Reserve on the General Fund, Capital Projects Fund, Equipment Replacement Fund, Information Technology Replacement Fund, Facilities Replacement Fund and the Water/Sewer Fund. The \$6.5 million was arrived at by taking 5% of each of the respective expenditure totals per Fund. As mentioned previously, 10% of the total Budget is allowed in terms of a contingency appropriation, (i.e., a maximum of \$17.4 million for the City of Des Plaines), however, staff believes 5% of the above mentioned funds should be sufficient to cover any unforeseen flood or storm events, as well as be able to expend any unanticipated Grant revenues received in the upcoming year.
- \$9.4 million for the Des Plaines Public Library, which the City is required to appropriate funds for and that have not been included within the 2023 Budget total.
- \$16.3 million for Police and Fire Pensions (\$8.5 million for the Police Pension and \$7.8 million for the Fire Pension). This item is included within the General Fund expenditures of the Appropriation Ordinance to be in line with the audit. In addition, per the Appropriation Ordinance guidelines, the Police and Fire Pension expenditures need to be listed separately as indicated on the attached Ordinance therefore creating a double counting effect.
- \$265K of additional expenditure requests include \$250K transition of dispatch services, \$15K for Fire Station #61 completion of build-out.
- \$2.7 million of carry-over items included in the 2023 Appropriation partly comprised of \$20K for Media camera replacement and installation, \$718K for additional alley improvements in the Motor Fuel Tax Fund, \$768K for additional alley improvements in the Grant Projects Fund, \$1.1M for CIP improvements under Capital Project Fund, \$106K for street and utility improvements.

Recommendation: I recommend the City Council pass and adopt the 2023 Appropriation Ordinance.

Attachment:

Attachment 1: Copy of Public Notice
M-6-23: 2023 Appropriation Ordinance

**NOTICE OF PUBLIC HEARING FOR
PROPOSED 2023 APPROPRIATIONS ORDINANCE
FOR THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS**

The City of Des Plaines will conduct a public hearing on its 2023 Appropriations Ordinance for its fiscal year beginning January 1, 2023. This hearing will be held at 7:00 PM on Tuesday, February 21, 2023 at Des Plaines City Hall – Room 101, 1420 Miner Street, Des Plaines, Illinois 60016.

A copy of the 2023 Appropriations Ordinance is available for public inspection at the Des Plaines City Clerk's Office, 1420 Miner Street, Des Plaines, Illinois 60016, during regular business hours.

Questions may be directed to Dorothy Wisniewski, Assistant City Manager / Director of Finance at 847-391-5317.

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CITY OF DES PLAINES

ORDINANCE M - 6 - 23

AN ORDINANCE MAKING APPROPRIATIONS TO DEFRAY THE EXPENSES OF THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS FOR MUNICIPAL PURPOSES DESIGNATED AS THE “ANNUAL APPROPRIATION ORDINANCE” FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023 AND ENDING DECEMBER 31, 2023.

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 the following sums or so much thereof as hereby may be authorized by law, be and the same are hereby appropriated to pay all necessary expenses and liabilities of the City of Des Plaines, Cook County, Illinois, for the fiscal year beginning January 1, 2023 and ending December 31, 2023. Such appropriations are hereby made for the following objects and purposes:

Appropriations

Fund 100 - General Fund

Elected Office Department - Department 10

Legislative Division - Division 110

Salaries	33,600
FICA Contribution	3,862
PPO Insurance Contribution	140,317
Dental Insurance Contribution	7,780
Life Insurance Contribution	369
Workers Compensation	84
Mayoral Expenses	2,400
Aldermanic Expenses	14,400
Membership Dues	34,420
Conferences	250
Travel Expenses	200
Property & Liability Insurance	1,570
Professional Services	150,000
Communication Services	7,500
Printing Services	1,500
Office Supplies	300
Gasoline	100
Other Supplies	700
Publications	500
Equipment < \$5,000	500
Postage & Parcel	100
Total Divisional Request	400,452

Elected Office Department - Department 10

City Clerk Division - Division 120

Salaries	169,938
Temporary Wages	17,267
FICA Contribution	14,321
IMRF Contribution	10,656
PPO Insurance Contribution	34,153
HMO Insurance Contribution	22,254
Dental Insurance Contribution	3,491
Vision Insurance Contribution	248
Life Insurance Contribution	235
Workers Compensation	318
Membership Dues	645
Conferences	1,500
Training	500
Travel Expenses	50
Property & Liability Insurance	1,210
Professional Services	8,700
Communication Services	720
Publication of Notices	6,500
Printing Services	5,650
Licensing/Titles	125
Recording Fees	2,500
Miscellaneous Contractual Services	1,200
R&M Software	6,860
Office Supplies	1,500
Other Supplies	2,500

	<u>Appropriations</u>
Uniforms	300
Publications	75
Equipment < \$5,000	250
Postage & Parcel	500
Miscellaneous Expenses	100
Total Divisional Request	339,266
Total Departmental Request	739,718

City Administration Department - Department 20
City Manager Division - Division 210

Salaries	358,189
Temporary Wages	44,187
FICA Contribution	23,480
IMRF Contribution	23,282
PPO Insurance Contribution	25,297
HMO Insurance Contribution	15,375
Dental Insurance Contribution	2,345
Vision Insurance Contribution	201
Life Insurance Contribution	235
Workers Compensation	684
RHS Plan Payout	15,150
Membership Dues	2,200
Conferences	1,500
Training	1,250
Travel Expenses	100
Property & Liability Insurance	5,840
Professional Services	20,000
Legal Fees	402,000
Legal Fees - Admin Hearings/Prosecutions	55,500
Legal Fees - Labor & Employment	150,000
Communication Services	775
Printing Services	150
Miscellaneous Contractual Services	1,250
Office Supplies	1,400
Other Supplies	600
Uniforms	500
Publications	750
Postage & Parcel	400
Miscellaneous Expenses	750
Total Divisional Request	1,158,890

City Administration Department - Department 20
Legal Division - Division 220

Total Divisional Request	-
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City Administration Department - Department 20
Information Technology Division - Division 230

Salaries	565,709
Temporary Wages	33,559
Overtime - Non Supervisory	18,500
FICA Contribution	45,843
IMRF Contribution	36,576
PPO Insurance Contribution	42,346

	<u>Appropriations</u>
HMO Insurance Contribution	15,080
Dental Insurance Contribution	3,139
Vision Insurance Contribution	283
Life Insurance Contribution	608
Workers Compensation	1,019
RHS Plan Payout	7,275
Membership Dues	119
Conferences	1,500
Training	10,000
Property & Liability Insurance	6,460
Professional Services	296,764
Communication Services	11,928
Records Preservation	25,000
Miscellaneous Contractual Services	6,711
R&M Software	504,667
R&M Equipment	158,725
Office Supplies	600
Printer Supplies	15,000
Supplies - Equipment R&M	1,000
Other Supplies	1,200
Equipment < \$5,000	28,000
Postage & Parcel	250
Furniture & Fixtures	5,000
Total Divisional Request	1,842,861

City Administration Department - Department 20

Media Services Division - Division 240

Salaries	435,243
Temporary Wages	123,087
Overtime - Non Supervisory	1,500
FICA Contribution	42,710
IMRF Contribution	28,291
PPO Insurance Contribution	44,102
HMO Insurance Contribution	29,794
Dental Insurance Contribution	3,937
Vision Insurance Contribution	236
Life Insurance Contribution	526
Workers Compensation	949
Membership Dues	1,647
Conferences	3,000
Training	1,000
Travel Expenses	500
Property & Liability Insurance	3,680
Professional Services	23,000
Communication Services	3,500
Public Relations & Communications	10,500
Printing Services	27,000
Licensing/Titles	5,975
Miscellaneous Contractual Services	121,782
R&M Equipment	2,500
Subsidy - Youth Commission	15,000
Office Supplies	400
Other Supplies	600

	<u>Appropriations</u>
Uniforms	500
Publications	1,400
Equipment < \$5,000	5,000
Postage & Parcel	18,500
Miscellaneous Expenses	7,500
Furniture & Fixtures	750
Equipment	17,131
Total Divisional Request	986,740

City Administration Department - Department 20

Human Resources Division - Division 250

Salaries	380,190
FICA Contribution	29,084
IMRF Contribution	24,713
PPO Insurance Contribution	68,744
Dental Insurance Contribution	3,941
Vision Insurance Contribution	355
Life Insurance Contribution	470
Workers Compensation	646
Membership Dues	1,590
Tuition Reimbursements	30,000
Conferences	1,030
Training	2,185
Travel Expenses	1,850
Pre-Employment Testing	14,175
Post-Employment Testing	4,120
Property & Liability Insurance	3,340
Unemployment Claims	30,000
Professional Services	53,000
Communication Services	510
Publication of Notices	15,000
Printing Services	170
Miscellaneous Contractual Services	1,000
Office Supplies	1,100
Other Supplies	500
Publications	350
Equipment < \$5,000	200
Postage & Parcel	50
Miscellaneous Expenses	17,400
Total Divisional Request	685,713

City Administration Department - Department 20

Health & Human Services Division - Division 260

Salaries	69,711
FICA Contribution	5,333
IMRF Contribution	4,531
Workers Compensation	119
Membership Dues	240
Training	500
Property & Liability Insurance	1,480
Subsidy - Community Outreach	14,500
Subsidy - Senior Center	136,500
Subsidy - Social Service Agency	210,000

	<u>Appropriations</u>
Subsidy - Senior Citizen Cab Service	7,500
Office Supplies	200
Other Supplies	250
Uniforms	100
Postage & Parcel	25
Total Divisional Request	450,989
Total Departmental Request	5,125,193

Finance Department - Department 30

Salaries	957,557
Temporary Wages	12,553
Overtime - Non Supervisory	6,500
FICA Contribution	70,838
IMRF Contribution	61,721
PPO Insurance Contribution	120,609
HMO Insurance Contribution	22,254
Dental Insurance Contribution	7,827
Vision Insurance Contribution	605
Life Insurance Contribution	1,182
Workers Compensation	1,649
RHS Plan Payout	9,075
Membership Dues	3,510
Conferences	500
Training	4,880
Travel Expenses	150
Property & Liability Insurance	5,450
Professional Services	79,200
Communication Services	2,450
Printing Services	6,750
Licensing/Titles	200
Miscellaneous Contractual Services	1,000
Office Supplies	5,000
Other Supplies	2,050
Uniforms	2,000
Publications	300
Equipment < \$5,000	450
Postage & Parcel	3,500
Miscellaneous Expenses	250
Furniture & Fixtures	2,500
Total Departmental Request	1,392,510

Community Development Department - Department 40

Building & Code Enforcement Division - Division 410

Salaries	1,191,703
Temporary Wages	25,106
Overtime - Non Supervisory	27,500
FICA Contribution	93,124
IMRF Contribution	77,201
PPO Insurance Contribution	170,627
HMO Insurance Contribution	66,762
Dental Insurance Contribution	13,268
Vision Insurance Contribution	1,181

	<u>Appropriations</u>
Life Insurance Contribution	1,425
Workers Compensation	25,825
Uniform Allowance	500
RHS Plan Payout	11,025
Membership Dues	1,065
Training	5,465
Travel Expenses	400
Property & Liability Insurance	18,700
Professional Services	256,000
Legal Fees	50,000
Communication Services	8,500
Administrative Services	250
Publication of Notices	200
Printing Services	3,000
Miscellaneous Contractual Services	40,000
R&M Vehicles	150
Office Supplies	2,500
Other Supplies	1,200
Uniforms	2,000
Publications	500
Equipment < \$5,000	1,000
Postage & Parcel	250
Miscellaneous Expenses	100
Furniture & Fixtures	10,000
Total Divisional Request	2,106,527

Community Development Department - Department 40

Planning & Zoning Division - Division 420

Salaries	293,878
Overtime - Non Supervisory	5,500
FICA Contribution	22,482
IMRF Contribution	18,908
PPO Insurance Contribution	26,560
HMO Insurance Contribution	11,127
Dental Insurance Contribution	1,969
Vision Insurance Contribution	180
Life Insurance Contribution	360
Workers Compensation	499
Membership Dues	2,000
Conferences	1,500
Training	1,000
Travel Expenses	500
Property & Liability Insurance	3,630
Professional Services	10,000
Legal Fees	10,000
Communication Services	900
Publication of Notices	1,500
Printing Services	500
Miscellaneous Contractual Services	3,000
Office Supplies	1,500
Uniforms	500
Equipment < \$5,000	250
Postage & Parcel	200

	Appropriations
Total Divisional Request	418,443

Community Development Department - Department 40

Economic Development Division - Division 430

Salaries	147,049
FICA Contribution	11,249
IMRF Contribution	9,558
PPO Insurance Contribution	9,018
HMO Insurance Contribution	11,127
Dental Insurance Contribution	1,170
Vision Insurance Contribution	103
Life Insurance Contribution	166
Workers Compensation	250
Membership Dues	600
Conferences	600
Training	200
Travel Expenses	250
Property & Liability Insurance	1,560
Professional Services	21,000
Legal Fees	2,500
Communication Services	800
Public Relations & Communications	20,000
Printing Services	1,000
Incentive - Business Assistance	350,000
Office Supplies	100
Other Supplies	5,000
Equipment < \$5,000	250
	593,550
Total Divisional Request	593,550
Total Departmental Request	3,118,520

Public Works & Engineering Department - Department 50

Administration Division - Division 100

Salaries	202,212
Overtime - Non Supervisory	900
FICA Contribution	15,240
IMRF Contribution	13,144
PPO Insurance Contribution	42,293
Dental Insurance Contribution	2,519
Vision Insurance Contribution	207
Life Insurance Contribution	214
Workers Compensation	344
RHS Plan Payout	10,650
Membership Dues	2,630
Conferences	1,500
Training	3,000
Travel Expenses	100
Property & Liability Insurance	16,340
Communication Services	1,600
Waste Hauling & Debris Removal	30,000
Printing Services	1,000
Miscellaneous Contractual Services	3,000
R&M Software	240,000

	<u>Appropriations</u>
R&M Equipment	2,200
Office Supplies	1,000
Other Supplies	3,000
Uniforms	350
Publications	100
Postage & Parcel	1,000
Miscellaneous Expenses	200
Total Divisional Request	594,743

Public Works & Engineering Department - Department 50

Engineering Division - Division 510

Salaries	442,109
Overtime - Non Supervisory	10,000
FICA Contribution	32,845
IMRF Contribution	28,607
PPO Insurance Contribution	52,133
HMO Insurance Contribution	7,688
Dental Insurance Contribution	2,793
Vision Insurance Contribution	270
Life Insurance Contribution	457
Workers Compensation	3,728
Uniform Allowance	100
Excess Sick Hour Payout	2,682
Membership Dues	1,200
Conferences	500
Training	1,000
Travel Expenses	50
Property & Liability Insurance	16,670
Professional Services	2,500
Communication Services	5,000
Printing Services	750
Licensing/Titles	200
R&M Equipment	2,300
Office Supplies	2,000
Other Supplies	1,000
Uniforms	1,000
Publications	250
Postage & Parcel	150
Total Divisional Request	617,982

Public Works & Engineering Department - Department 50

Geographic Information Systems Division - Division 520

Training	250
Miscellaneous Contractual Services	267,000
R&M Software	9,700
Office Supplies	100
Other Supplies	100
Total Divisional Request	277,150

Public Works & Engineering Department - Department 50

Street Maintenance Division - Division 530

Salaries	1,365,151
Temporary Wages	120,739

	<u>Appropriations</u>
Overtime - Non Supervisory	162,000
Acting Out of Class & Night Premium	1,500
FICA Contribution	114,126
IMRF Contribution	88,606
PPO Insurance Contribution	154,146
HMO Insurance Contribution	141,064
Dental Insurance Contribution	18,257
Vision Insurance Contribution	1,517
Life Insurance Contribution	1,634
Workers Compensation	186,631
Uniform Allowance	6,000
RHS Plan Payout	7,650
Membership Dues	925
Training	4,750
Travel Expenses	200
Property & Liability Insurance	85,370
Professional Services	2,500
Communication Services	5,600
Waste Hauling & Debris Removal	30,000
Utility Locate Services	4,000
Printing Services	500
Licensing/Titles	200
Rentals - Equipment	7,500
Tree Maintenance	500,000
Tree Plantings	240,000
Tow/Storage/Abandoned Fees	250
Miscellaneous Contractual Services	1,011,900
R&M Equipment	10,500
R&M Street Lights	65,000
Office Supplies	600
Supplies - Safety	3,500
Supplies - Tools & Hardware	3,500
Supplies - Equipment R&M	6,000
Supplies - Streetscape	57,000
Supplies - Street R&M	100,000
Street Light Supplies	2,500
Street Sign Supplies	30,000
Traffic Equipment & Material	8,200
Graffiti Removal Supplies	3,000
Other Supplies	2,500
Ice Control	18,000
Other Supplies	30,875
Uniforms	12,250
Equipment < \$5,000	10,500
Postage & Parcel	50
Miscellaneous Expenses	300
Equipment	90,000
Total Divisional Request	4,716,991

Public Works & Engineering Department - Department 50
Facilities & Grounds Maintenance Division - Division 535

Salaries	881,545
Temporary Wages	45,192

	<u>Appropriations</u>
Overtime - Non Supervisory	25,000
Acting Out of Class & Night Premium	15,000
FICA Contribution	71,201
IMRF Contribution	57,301
PPO Insurance Contribution	188,299
HMO Insurance Contribution	7,540
Dental Insurance Contribution	10,919
Vision Insurance Contribution	938
Life Insurance Contribution	1,149
Workers Compensation	116,431
Uniform Allowance	4,000
Conferences	1,500
Training	3,500
Travel Expenses	75
Property & Liability Insurance	16,200
Professional Services	15,000
Communication Services	2,700
Printing Services	250
Licensing/Titles	200
Rentals - Equipment	250
Custodial Services	175,000
Miscellaneous Contractual Services	76,000
R&M Equipment	500
City Hall	345,500
Public Works	260,000
Police	23,000
Fire Station #61	173,000
Fire Station #62	5,900
Fire Station #63	43,000
Library	5,000
EMA	2,000
Civic Center Parking Deck	100,000
Historical Society	5,000
Food Pantry	5,000
Theater	20,000
1486-1486.5 Miner	2,000
Other	90,000
Office Supplies	600
Supplies - Safety	3,000
Supplies - Custodial	50,000
Supplies - Tools & Hardware	4,500
Supplies - Equipment R&M	500
City Hall	33,000
Public Works	35,000
Police	10,000
Fire Station #61	2,200
Fire Station #62	2,200
Fire Station #63	2,200
Library	700
EMA	500
Civic Center Parking Deck	500
Historical Society	1,000
Food Pantry	1,000

	<u>Appropriations</u>
Theater	3,000
Other	1,000
Electricity	150,000
Other Supplies	1,125
Uniforms	7,350
Equipment < \$5,000	8,000
Postage & Parcel	50
Miscellaneous Expenses	300
Furniture & Fixtures	10,000
Total Divisional Request	<u>3,122,815</u>

Public Works & Engineering Department - Department 50

Vehicle Maintenance Division - Division 540

Salaries	454,181
Temporary Wages	18,078
Overtime - Non Supervisory	15,750
Acting Out of Class & Night Premium	9,000
FICA Contribution	36,151
IMRF Contribution	29,523
PPO Insurance Contribution	77,154
HMO Insurance Contribution	22,254
Dental Insurance Contribution	5,836
Vision Insurance Contribution	490
Life Insurance Contribution	526
Workers Compensation	22,069
Uniform Allowance	320
RHS Plan Payout	7,950
Membership Dues	30
Training	9,000
Travel Expenses	100
Property & Liability Insurance	21,290
Communication Services	1,600
Waste Hauling & Debris Removal	4,500
Licensing/Titles	2,950
Rentals - Uniforms	11,000
Tow/Storage/Abandoned Fees	2,500
Miscellaneous Contractual Services	38,700
R&M Software	7,000
R&M Equipment	25,000
R&M Vehicles	85,000
Office Supplies	200
Supplies - Safety	1,350
Supplies - Tools & Hardware	5,200
Supplies - Equipment R&M	25,000
Supplies - Vehicle R&M	280,000
Gasoline	285,000
Diesel	175,000
Other Supplies	400
Uniforms	1,750
Equipment < \$5,000	7,500
Total Divisional Request	<u>1,689,352</u>
Total Departmental Request	<u>11,019,033</u>

Appropriations

Police Department - Department 60
Administration Division - Division 100

Salaries	250,983
FICA Contribution	18,192
IMRF Contribution	5,163
ICMA 401 Pension Contribution	8,622
PPO Insurance Contribution	50,270
Dental Insurance Contribution	3,094
Vision Insurance Contribution	248
Life Insurance Contribution	235
Workers Compensation	5,411
Uniform Allowance	875
Membership Dues	1,825
Conferences	1,500
Training	500
Property & Liability Insurance	3,190
Communication Services	2,000
Office Supplies	100
Other Supplies	100
Postage & Parcel	100
Total Divisional Request	352,408

Police Department - Department 60
Uniformed Patrol Division - Division 610

Salaries	7,759,994
Overtime - Supervisory	52,200
Overtime - Non Supervisory	310,000
Court Pay	60,000
Acting Out of Class & Night Premium	58,000
FICA Contribution	113,698
Police Pension Contribution	6,102,328
PPO Insurance Contribution	971,476
HMO Insurance Contribution	179,720
Dental Insurance Contribution	66,210
Vision Insurance Contribution	5,613
Life Insurance Contribution	7,226
Workers Compensation	239,932
Uniform Allowance	41,950
RHS Plan Payout	100,275
Membership Dues	210
Conferences	1,500
Training	64,600
Travel Expenses	200
Property & Liability Insurance	123,570
Communication Services	27,000
Printing Services	100
Miscellaneous Contractual Services	500
R&M Software	2,000
Office Supplies	500
Other Supplies	5,100
Uniforms	12,000
Equipment < \$5,000	10,300
Postage & Parcel	200

	Appropriations
Total Divisional Request	16,316,402

Police Department - Department 60

Criminal Investigation Division - Division 620

Salaries	2,377,668
Overtime - Supervisory	17,500
Overtime - Non Supervisory	185,000
Court Pay	30,000
FICA Contribution	40,935
IMRF Contribution	6,596
Police Pension Contribution	1,779,846
PPO Insurance Contribution	316,007
HMO Insurance Contribution	59,883
Dental Insurance Contribution	21,449
Vision Insurance Contribution	1,825
Life Insurance Contribution	2,062
Workers Compensation	70,179
Uniform Allowance	11,625
RHS Plan Payout	57,000
Membership Dues	4,500
Training	8,525
Travel Expenses	1,000
Property & Liability Insurance	39,310
Communication Services	16,600
Miscellaneous Contractual Services	23,600
R&M Equipment	250
Office Supplies	500
Other Supplies	500
Uniforms	200
Equipment < \$5,000	3,000
Postage & Parcel	250
Total Divisional Request	5,075,810

Police Department - Department 60

Support Services Division - Division 630

Salaries	2,052,250
Overtime - Supervisory	900
Overtime - Non Supervisory	58,000
Court Pay	2,500
Acting Out of Class & Night Premium	5,000
FICA Contribution	88,472
IMRF Contribution	60,687
Police Pension Contribution	593,282
PPO Insurance Contribution	307,433
HMO Insurance Contribution	89,016
Dental Insurance Contribution	21,445
Vision Insurance Contribution	1,830
Life Insurance Contribution	2,354
Workers Compensation	53,626
Uniform Allowance	10,425
RHS Plan Payout	44,550
Membership Dues	10,525
Conferences	1,500

	<u>Appropriations</u>
Training	24,200
Travel Expenses	150
Property & Liability Insurance	48,800
Professional Services	60,000
Communication Services	109,200
Dispatch Services	1,166,681
Printing Services	10,000
Animal Control	27,000
Tow/Storage/Abandoned Fees	1,500
Miscellaneous Contractual Services	376,550
R&M Software	39,946
R&M Equipment	17,550
R&M Vehicles	2,000
R&M Police Range	16,800
Office Supplies	11,000
Supplies - Community Relations	5,000
Supplies - Police Range	57,730
Street Sign Supplies	200
Other Supplies	13,800
Uniforms	4,900
Publications	1,000
Equipment < \$5,000	6,000
Postage & Parcel	500
Meals	1,200
Miscellaneous Expenses	700
Computer Software	181,000
Equipment	125,000
	<u>Total Divisional Request</u> 5,712,202
	<u>Total Departmental Request</u> 27,456,822

Fire Department - Department 70

Administration Division - Division 100

Salaries	850,568
FICA Contribution	27,042
IMRF Contribution	5,079
Fire Pension Contribution	391,175
ICMA 401 Pension Contribution	8,643
PPO Insurance Contribution	101,026
HMO Insurance Contribution	22,254
Dental Insurance Contribution	7,735
Vision Insurance Contribution	620
Life Insurance Contribution	787
Workers Compensation	57,236
RHS Plan Payout	18,375
Membership Dues	11,919
Conferences	3,600
Training	1,500
Travel Expenses	500
Property & Liability Insurance	11,520
Professional Services	750
Communication Services	3,645
Miscellaneous Contractual Services	1,240
R&M Vehicles	100

	<u>Appropriations</u>
Office Supplies	1,000
Other Supplies	250
Uniforms	3,600
Publications	560
Equipment < \$5,000	500
Postage & Parcel	50
Miscellaneous Expenses	700
Computer Hardware	5,000
Total Divisional Request	1,536,974

Fire Department - Department 70

Emergency Services Division - Division 710

Salaries	9,734,365
Overtime - Supervisory	175,000
Overtime - Non Supervisory	315,000
Acting Out of Class & Night Premium	30,000
FICA Contribution	141,153
Fire Pension Contribution	7,197,617
PPO Insurance Contribution	1,456,455
HMO Insurance Contribution	207,826
Dental Insurance Contribution	97,162
Vision Insurance Contribution	7,656
Life Insurance Contribution	9,177
Workers Compensation	723,263
RHS Plan Payout	191,325
Membership Dues	725
Training	83,000
In-Service Training	7,900
Travel Expenses	2,000
Post-Employment Testing	35,000
Property & Liability Insurance	122,390
Professional Services	94,300
Communication Services	21,080
Dispatch Services	889,000
Printing Services	1,150
Licensing/Titles	1,193
Rentals - Equipment	2,100
Miscellaneous Contractual Services	2,500
R&M Software	63,020
R&M Equipment	43,100
R&M Vehicles	111,000
Fire Station #61	5,000
Fire Station #62	5,000
Fire Station #63	5,000
Office Supplies	2,500
Supplies - Custodial	23,000
Supplies - Equipment R&M	13,000
Supplies - Vehicle R&M	300
Supplies - Building R&M	1,000
Fire Station #61	20,000
Fire Station #62	5,000
Fire Station #63	5,000
Other Supplies	64,450

	<u>Appropriations</u>
Uniforms	40,600
Publications	100
Equipment < \$5,000	255,460
Postage & Parcel	1,000
Miscellaneous Expenses	1,000
Equipment	131,500
Total Divisional Request	22,344,367

Fire Department - Department 70

Fire Prevention Division - Division 720

Salaries	416,572
Overtime - Non Supervisory	16,500
FICA Contribution	15,698
IMRF Contribution	2,942
Fire Pension Contribution	234,705
PPO Insurance Contribution	50,432
Dental Insurance Contribution	3,094
Vision Insurance Contribution	248
Life Insurance Contribution	235
Workers Compensation	24,292
RHS Plan Payout	6,225
Membership Dues	640
Training	5,000
Property & Liability Insurance	10,650
Communication Services	1,950
Printing Services	350
Licensing/Titles	1,125
Rentals - Equipment	250
R&M Vehicles	50
Office Supplies	775
Other Supplies	4,850
Uniforms	1,570
Publications	1,800
Equipment < \$5,000	7,000
Miscellaneous Expenses	750
Total Divisional Request	807,703

Fire Department - Department 70

Emergency Management Agency Division - Division 730

Salaries	66,167
Temporary Wages	20,449
FICA Contribution	6,626
IMRF Contribution	4,301
PPO Insurance Contribution	25,135
Dental Insurance Contribution	1,547
Vision Insurance Contribution	124
Life Insurance Contribution	97
Workers Compensation	148
Membership Dues	65
Training	1,000
Travel Expenses	100
Property & Liability Insurance	7,610
Communication Services	11,800

	<u>Appropriations</u>
Printing Services	500
R&M Software	8,000
R&M Equipment	13,300
Office Supplies	600
Supplies - Equipment R&M	225
Other Supplies	1,000
Uniforms	3,600
Equipment < \$5,000	6,000
Postage & Parcel	100
Miscellaneous Expenses	1,250
Total Divisional Request	179,744
Total Departmental Request	24,868,788

Fire & Police Commission Department - Department 75

Membership Dues	400
Training	1,500
Pre-Employment Testing	38,820
Professional Services	73,500
Legal Fees - Labor & Employment	25,000
Publication of Notices	1,750
Office Supplies	300
Publications	300
Miscellaneous Expenses	600
Total Departmental Request	142,170

Overhead Department - Department 90

Membership Dues	50
Communication Services	523,492
Administrative Services	25,000
AMB Fee Processing Services	135,000
Bank & CC Fees	65,000
Leases	4,150
Miscellaneous Contractual Services	3,000
R&M Equipment	1,000
Subsidy - Historical Museum	60,000
Subsidy - City Sponsored Events	150,000
Incentive - Warehouse Direct	30,000
Office Supplies	2,000
Supplies - Equipment R&M	1,600
Equipment < \$5,000	1,000
Postage & Parcel	36,000
Miscellaneous Expenses	25,000
Transfer to Equipment Replacement Fund	1,500,000
Transfer to IT Replacement Fund	500,000
Total Departmental Request	3,062,292
Total General Fund	76,925,046
5% Contingency	3,832,006
Total General Fund Request	80,757,052

Fund 201 - TIF #1 Downtown Fund

Property & Liability Insurance	-
Professional Services	-

	<u>Appropriations</u>
Legal Fees	-
Improvements	-
Principal	-
Interest Charges	-
Bank/Trust/Agency Fees	-
Total TIF #1 Downtown Fund Request	-

Fund 203 - TIF #3 Wille Road Fund

Property & Liability Insurance	40
Professional Services	400
Miscellaneous Contractual Services	10,000
Subsidy - Economic Development	2,000
Principal	1,845,000
Interest Charges	260,550
Bank/Trust/Agency Fees	500
Total TIF #3 Wille Road Fund Request	2,118,490

Fund 205 - TIF #5 Perry/Lee Fund

Professional Services	400
Transfer to TIF #1 Downtown Fund	432,237
Total TIF #5 Perry/Lee Fund Request	432,637

Fund 206 - TIF #6 Mannheim/Higgins Fund

Property & Liability Insurance	30
Professional Services	3,000
Legal Fees	5,000
Subsidy - Economic Development	4,000
Postage & Parcel	52
Principal	745,000
Interest Charges	-
Bank/Trust/Agency Fees	350
Total TIF #6 Mannheim/Higgins Fund Request	757,432

Fund 207 - TIF #7 Mannheim/Higgins South Fund

Property & Liability Insurance	140
Professional Services	3,000
Legal Fees	25,000
Subsidy - Economic Development	17,000
Total TIF #7 Mannheim/Higgins South Fund Request	45,140

Fund 208 - TIF #8 Oakton Fund

Professional Services	380,000
Legal Fees	2,500
Licensing/Titles	3,500
Miscellaneous Contractual Services	115,000
Subsidy - Economic Development	46,000
Land	500,000
Improvements	268,000
Total TIF #8 Oakton Fund Request	1,315,000

Fund 230 - Motor Fuel Tax Fund

Professional Services	40,000
Sidewalk Improvements	265,000

	<u>Appropriations</u>
Street Crack Filling	100,000
Street Pavement Markings	145,000
R&M Traffic Signals	49,000
Electricity	255,000
Ice Control	400,000
Improvements	2,534,582
Total Motor Fuel Tax Fund Request	3,788,582

Fund 240 - CDBG Fund

Professional Services	20,000
Administrative Services	42,500
Subsidy - Residential Rehab	195,512
Improvements	290,000
Total CDBG Fund Request	548,012

Fund 250 - Grant Projects Fund

Overtime - Non Supervisory	35,200
Professional Services	1,368,722
Legal Fees	130,000
Land	6,745,000
Improvements	3,669,450
Total Grant Projects Fund Request	11,948,372

Fund 270 - Gaming Tax Fund

Cont Obligation - State Payments	10,000,000
Cont Obligation - Municipalities	4,640,000
Transfer to Other Funds	8,400,000
Total Gaming Tax Fund Request	23,040,000

Fund 300 - Debt Service Fund

Principal	-
Interest Charges	-
Bank/Trust/Agency Fees	-
Total Debt Service Fund Request	-

Fund 400 - Capital Projects Fund

Salaries	428,091
Temporary Wages	12,553
Overtime - Non Supervisory	7,500
FICA Contribution	33,596
IMRF Contribution	24,953
PPO Insurance Contribution	25,135
HMO Insurance Contribution	29,794
Dental Insurance Contribution	3,491
Vision Insurance Contribution	289
Life Insurance Contribution	332
Workers Compensation	3,860
Uniform Allowance	200
RHS Plan Payout	13,575
Conferences	2,500
Training	1,000
Travel Expenses	100
Property & Liability Insurance	20,990

	<u>Appropriations</u>
Professional Services	1,600,000
Legal Fees	1,000
Communication Services	3,600
Records Preservation	5,000
Printing Services	200
Licensing/Titles	200
Leases	2,500
Miscellaneous Contractual Services	300,000
R&M Software	8,000
R&M Equipment	1,100
R&M Buildings & Structures	100,000
Street Sign Supplies	500
Postage & Parcel	3,000
Improvements	7,134,241
Transfer to Grant Projects Fund	250,000
5% Contingency	446,403
Total Capital Projects Fund Request	10,463,703

Fund 410 - Equipment Replacement Fund

Equipment	173,500
Vehicles	1,080,550
Equipment	160,000
Vehicles	517,000
Equipment	114,500
Vehicles	2,088,638
5% Contingency	206,709
Total Equipment Replacement Fund Request	4,340,897

Fund 420 - IT Replacement Fund

Leases	122,880
Computer Software	59,960
Computer Hardware	269,187
5% Contingency	22,601
Total IT Replacement Fund Request	474,628

Fund 430 - Facilities Replacement Fund

Professional Services	985,000
Miscellaneous Contractual Services	10,000
City Hall	315,000
Public Works	150,000
Fire Station #63	35,000
Library	60,000
1460 Miner St.	1,000,000
City Hall	80,000
Improvements	14,400,000
5% Contingency	851,750
Total Facilities Replacement Fund Request	17,886,750

Fund 500 - Water/Sewer Fund

Engineering Division - Division 510

Salaries	184,473
Overtime - Non Supervisory	2,500
FICA Contribution	13,127

	<u>Appropriations</u>
IMRF Contribution	11,991
PPO Insurance Contribution	17,542
HMO Insurance Contribution	7,688
Dental Insurance Contribution	1,197
Vision Insurance Contribution	115
Life Insurance Contribution	166
Workers Compensation	1,808
Excess Sick Hour Payout	2,682
Membership Dues	570
Training	1,625
Travel Expenses	100
Property & Liability Insurance	2,800
Professional Services	1,500
Communication Services	1,100
Printing Services	100
Licensing/Titles	65
Office Supplies	250
Other Supplies	500
Publications	200
Postage & Parcel	50
Total Divisional Request	252,149

Fund 500 - Water/Sewer Fund

Water Systems Division - Division 550

Salaries	1,972,020
Temporary Wages	60,483
Overtime - Non Supervisory	197,000
Acting Out of Class & Night Premium	60,000
FICA Contribution	155,913
IMRF Contribution	128,049
PPO Insurance Contribution	301,388
HMO Insurance Contribution	81,842
Dental Insurance Contribution	21,489
Vision Insurance Contribution	1,866
Life Insurance Contribution	2,333
Workers Compensation	76,313
Uniform Allowance	8,580
RHS Plan Payout	22,950
Membership Dues	4,500
Conferences	4,500
Training	8,125
Travel Expenses	50
Property & Liability Insurance	70,280
Communication Services	31,440
Waste Hauling & Debris Removal	126,000
Utility Locate Services	4,000
Printing Services	1,700
Licensing/Titles	600
Rentals - Equipment	250
Leases	865
Water Sample Testing	25,000
Miscellaneous Contractual Services	505,000
R&M Software	35,000

	<u>Appropriations</u>
R&M Equipment	20,000
R&M Vehicles	8,000
Public Works	37,500
R&M Water Distribution System	55,000
Office Supplies	500
Supplies - Safety	10,000
Supplies - Tools & Hardware	4,500
Supplies - Equipment R&M	8,000
Supplies - Vehicle R&M	20,000
Supplies - Building R&M	1,500
Supplies - Streetscape	3,000
Other Supplies	500
Water Meters	250,000
Other	226,000
Wholesale Water - Chicago	1,000,000
Wholesale Water - NWWC	4,200,000
Gasoline	45,000
Diesel	14,000
Electricity	145,000
Water Treatment Chemicals	14,000
Other Supplies	250
Uniforms	16,200
Equipment < \$5,000	15,000
Postage & Parcel	500
Miscellaneous Expenses	200
Computer Hardware	24,000
Equipment	70,000
Total Divisional Request	10,096,186

Fund 500 - Water/Sewer Fund

Sewer Systems Division - Division 560

Salaries	889,864
Temporary Wages	30,128
Overtime - Non Supervisory	56,800
Acting Out of Class & Night Premium	2,000
FICA Contribution	70,652
IMRF Contribution	57,713
PPO Insurance Contribution	137,239
HMO Insurance Contribution	29,794
Dental Insurance Contribution	9,545
Vision Insurance Contribution	732
Life Insurance Contribution	1,149
Workers Compensation	99,116
Uniform Allowance	3,580
RHS Plan Payout	3,000
Membership Dues	370
Conferences	1,600
Training	3,175
Travel Expenses	50
Property & Liability Insurance	27,420
Communication Services	10,000
Waste Hauling & Debris Removal	12,500

	<u>Appropriations</u>
Utility Locate Services	4,000
Printing Services	500
Licensing/Titles	300
Rentals - Equipment	250
Miscellaneous Contractual Services	30,500
R&M Software	2,850
R&M Equipment	14,000
R&M Vehicles	25,000
R&M Sewer System	50,000
Subsidy - Sewer Lateral Program	60,000
Subsidy - Flood Assistance	100,000
Office Supplies	250
Supplies - Safety	4,600
Supplies - Tools & Hardware	2,000
Supplies - Equipment R&M	5,500
Supplies - Vehicle R&M	14,000
Supplies - Streetscape	250
Supplies - Sewer System Maintenance	65,000
Gasoline	30,000
Diesel	20,000
Electricity	45,000
Other Supplies	300
Uniforms	7,600
Equipment < \$5,000	10,000
Postage & Parcel	750
Miscellaneous Expenses	350
Equipment	56,500
Total Divisional Request	1,995,927

Fund 500 - Water/Sewer Fund

Equipment Replacement Division - Division 570

Equipment	351,251
Vehicles	1,044,527
Total Divisional Request	1,395,778

Fund 500 - Water/Sewer Fund

CIP Water/Sewer - Division 580

Professional Services	776,000
Improvements	8,600,185
Total Divisional Request	9,376,185

Fund 500 - Water/Sewer Fund

Finance Department - Department 30

Salaries	382,418
Temporary Wages	14,448
Overtime - Non Supervisory	2,000
FICA Contribution	30,359
IMRF Contribution	24,206
PPO Insurance Contribution	34,068
HMO Insurance Contribution	7,540
Dental Insurance Contribution	2,343
Vision Insurance Contribution	203
Life Insurance Contribution	574

	<u>Appropriations</u>
Workers Compensation	673
Conferences	1,500
Training	500
Property & Liability Insurance	2,230
Professional Services	16,700
Communication Services	900
Administrative Services	18,000
Printing Services	1,500
Bank & CC Fees	105,000
Office Supplies	1,000
Equipment < \$5,000	500
Postage & Parcel	35,600
Total Departmental Request	682,262
Total Water Fund	23,798,487
5% Contingency	1,184,615
Total Water Fund Request	24,983,102

Fund 510 - City Owned Parking Fund

Property & Liability Insurance	1,500
Professional Services	25,000
Communication Services	12,500
Administrative Services	2,300
Bank & CC Fees	5,100
Custodial Services	15,500
Miscellaneous Contractual Services	13,050
R&M Equipment	750
R&M Buildings & Structures	200,000
R&M Parking Lots	31,000
Supplies - Tools & Hardware	100
Supplies - Equipment R&M	250
Supplies - Parking Lots	6,000
Electricity	75,000
Total City Owned Parking Fund Request	448,050

Fund 520 - Metra Leased Parking Fund

Property & Liability Insurance	180
Communication Services	500
Administrative Services	2,500
Bank & CC Fees	7,500
Miscellaneous Contractual Services	3,360
R&M Equipment	500
R&M Parking Lots	3,500
Supplies - Parking Lots	2,000
Electricity	4,000
Land Lease	18,500
Total Metra Leased Parking Fund Request	42,540

Fund 600 - Risk Management Fund

Membership Dues	1,067
Conferences	500
Training	50,000

	<u>Appropriations</u>
Travel Expenses	500
Pre-Employment Testing	1,500
Post-Employment Testing	17,000
MICA Premium	1,964,088
MICA Deductible	50,000
Excess Insurance	17,325
Workers' Comp Expense	25,000
Claims Administration Fee	2,500
Self Insured P&L Expense	75,000
Professional Services	122,500
Legal Fees	30,000
Miscellaneous Contractual Services	5,000
Miscellaneous Expenses	150,000
Total Risk Management Fund Request	2,511,980

Fund 610 - Health Benefits Fund

PPO Insurance Premiums	5,364,951
PPO Insurance Premiums - Retiree	1,083,805
HMO Insurance Premiums	1,169,544
HMO Insurance Premiums - Retiree	276,377
Dental Insurance Premiums	396,582
Dental Insurance Premiums - Retiree	122,743
Vision Insurance Premiums	35,229
Vision Insurance Premiums - Retiree	4,541
Life Insurance Premiums	164,085
Professional Services	7,500
Miscellaneous Contractual Services	31,500
Subsidy - Transfer to PSEBA	153,497
Total Health Benefits Fund Request	8,810,354

Fund 900 - Library Fund

Salaries	3,397,588
Unemployment Compensation	15,000
FICA Contribution	258,634
IMRF Contribution	194,564
Life Insurance Contribution	1,932
PPO Insurance Contribution	459,518
HMO Insurance Contribution	177,307
Dental Insurance Contribution	31,649
Workers Compensation	14,000
Legal Fees	10,000

	<u>Appropriations</u>
Professional Services	468,838
Communication Services	32,900
Integrated Library System	89,000
Conferences	-
Training	-
Marketing	60,000
Membership Dues	8,000
Property/Liability Insurance	65,000
R&M Equipment	88,460
R&M Buildings/Structures	112,364
R&M Vehicles	1,500
Equipment Rental	26,090
Custodial Services	88,900
Waste Hauling Debris & Removal	6,000
Pre-Employment Physicals	3,500
Bank/CC Fees	300
Mileage	500
Special Events	61,500
Misc. Contractual Services	126,560
Office Supplies	87,150
Meals	2,000
Other Supplies	-
Custodial Supplies	17,900
Postage & Parcel	11,000
Water Purchase	8,000
eBooks/Books	381,900
eAudio/Audio	74,500
eSubscriptions/Subscriptions	51,430
Visual Materials	190,200
Databases	170,000
Natural Gas	27,000
Gasoline	600
Equipment < \$10,000	6,900
Equipment	1,000
Computer Hardware	12,800
Computer Software	91,402
Furniture & Fixtures	5,000
Transfer to Capital Project Fund	1,000,000
Contingency Reserve	-
Library Per Capita Grant	89,495
Friends Book Sale Passthrough	-
Total Library Fund Budget	8,027,881

Fund 905 - Library Capital Projects Fund

Professional Services	-
Improvements	801,000
Equipment	271,000
Computer Hardware	341,100
Computer Software	-
Furniture & Fixtures	2,000
Total Library Capital Projects Fund Budget	1,415,100

Appropriations

RECAPITULATION OF APPROPRIATIONS BY FUND

GENERAL FUND	80,757,052
TIF FUND #1/DOWNTOWN	-
TIF FUND #3/W. WILLE RD	2,118,490
TIF FUND #5/LEE/PERRY	432,637
TIF FUND #6/MANNHEIM/HIGGINS	757,432
TIF FUND #7/MANNHEIM/HIGGINS SOUTH	45,140
TIF FUND #8/OAKTON	1,315,000
MOTOR FUEL TAX FUND	3,788,582
CDBG	548,012
GRANT FUNDED PROJECTS FUND	11,948,372
GAMING TAX FUND	23,040,000
DEBT SERVICE FUND	-
CAPITAL PROJECTS FUND	10,463,703
EQUIPMENT REPLACEMENT FUND	4,340,897
IT REPLACEMENT FUND	474,628
FACILITIES REPLACEMENT FUND	17,886,750
WATER/SEWER FUND	24,983,102
CITY-OWNED PARKING LOTS	448,050
METRA-LEASED PARKING LOTS	42,540
RISK MANAGEMENT	2,511,980
HEALTH BENEFITS	8,810,354
POLICE PENSION FUND	8,475,456
FIRE PENSION FUND	7,823,497
LIBRARY FUND	8,027,881
LIBRARY CAPITAL PROJECTS	1,415,100
TOTAL APPROPRIATION	<u>220,454,656</u>

SECTION 2: 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 3: That this Appropriation Ordinance is adopted pursuant to procedures set forth in the Illinois Municipal Code.

SECTION 4: That the City Clerk be and hereby is authorized and directed to publish this Ordinance in pamphlet form, and this Ordinance shall be in full force and effect upon its adoption, approval, and publication as provided by law.

SECTION 5: That if any section, subdivision, or sentence of this Ordinance shall for any reason be held invalid or unconstitutional, such decision shall not affect the validity of the remaining portion and provisions of this Ordinance.

PASSED this _____ day of _____, 2023

APPROVED this _____ day of _____, 2023

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-Appropriation Ordinance - 2023

{00130714.1}



MEDIA SERVICES

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

MEMORANDUM

Date: February 21, 2023
To: Michael G. Bartholomew, MCP, LEED-AP, City Manager
From: Maureen Stern, Media Services Director *MS*
Subject: Agreement with Oakton College for City Hosted Events

Issue: Attached for consideration and approval are two agreements between the City of Des Plaines and Oakton College allowing the City to use the Oakton College campus for a fireworks display to celebrate the Independence Day holiday and a fall celebration event.

Analysis: The agreements set forth each party's duties and responsibilities for the use of Oakton College property for the fireworks display on Sunday, July 2, 2023, and a Fall event on Saturday, October 14, 2023.

Recommendation: Staff requests that the City Council approve the attached resolution authorizing the City Manager to execute and the City Clerk to attest the agreements with Oakton College for the use of its property for the July 2 fireworks display and Oct. 14 Fall event.

Attachments:

- Resolution R – 44-23
- Exhibit A - Agreements
- Exhibit B - Map

CITY OF DES PLAINES

RESOLUTION R - 44 - 23

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH OAKTON COLLEGE REGARDING CITY-HOSTED EVENTS.

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

WHEREAS, the City desires to host the following events on the Oakton College Campus: (i) a fireworks display on July 2, 2023 for the public; and (ii) a fall celebration event on October 14, 2023 (collectively, the “*Events*”); and

WHEREAS, the City and Oakton desire to enter into an intergovernmental agreement to set forth their respective rights and obligations regarding the Events (“*Agreement*”); and

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

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 Agreements with Oakton in substantially the form attached to this Resolution as *Exhibit A*, and in a final form and substance to be approved by the General Counsel.

SECTION 3: AUTHORIZATION TO EXECUTE AGREEMENT. The City Council authorizes and directs the City Manager 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.

[SIGNATURES ON FOLLOWING PAGE]

PASSED this ____ day of _____, 2023.

APPROVED this ____ day of _____, 2023.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

DEPUTY CITY CLERK

Peter M. Friedman, General Counsel

**Contract for Use of Facilities between the
City of Des Plaines
and
Oakton College**

Agreement:

The City of Des Plaines (the “City”) has permission to use the Des Plaines campus of Oakton College (“Oakton” or “the College”) (individually, the City and Oakton are a “Party” and, collectively, the City and Oakton are referred to as the “Parties”) for a fall celebration event (the “Event”), at no cost to either the City or Oakton, subject to the terms contained herein.

Time and Place of Event:

The Event will take place on Saturday, October 14, 2023, from 11 a.m. until approximately 5 p.m. The event will be set in the parking lots and grassy area next to the pond.

Limitations:

1. There is to be no access to or use of the acreage north of parking lot A (Oakton’s soccer fields).
2. There will be absolutely no access to Oakton’s indoor facilities for any reason. The City will notify Event participants, vendors and related personnel of this provision.

The map attached to this Agreement indicates the areas in which activities will take place.

Set-up:

Set-up of the Event will begin on October 13 in the morning.

The City will provide barricades around the perimeter of the soccer fields north of Lot A to limit access during the event to ensure that this area is not used.

A meeting is to be arranged in mid-September with the City staff and members of the College Facilities staff and the Office of Public Safety before any set up activity begins. This will permit both parties to clarify expectations and to discuss detail regarding needs. Oakton’s Facilities staff must be consulted regarding the location of equipment in order to prevent damage to underground power sources and sprinklers. The Event organizers will contact the College to establish a date and time for this meeting.

Rain Date and Conditions:

In the event that the City must postpone or cancel the Event, it is imperative that contact be made with the College immediately. It is critical that this contact be made as quickly as possible so that personnel for the College can be coordinated for the rain date and so that the College is prepared to respond to questions of the public and media in regard to the rain date.

Under this circumstance, the City will be permitted to leave the set up in place through October 16. However, the College will not be held responsible for the safety of this property. Additional efforts to secure this property and equipment are the responsibility of the City and must be coordinated with and conducted with the approval of the Oakton College Department of Public Safety.

Oakton Will:

Personnel:

Oakton will provide:

- personnel to secure the interior of the building who are employees of the Oakton Police Department
- an electrician, available the day/night of the event at a time specified by the City.

Any additional Oakton personnel requested by the City (or as a result of an addition or change to this agreement) will be provided at the City's expense.

Available Services.

Oakton will provide limited power to the Campus' peninsula area to support the Event.

- Water will be available only from one outdoor faucet, and a hose will be provided.
- Oakton will activate the telephones located near the Lot D entrance doors outside the building so that Event patrons may make local calls at no charge.

The City will provide signage around the pond area the City will provide personnel during the event to ensure that this area is not used.

The City Will:

Traffic Control.

The City will be responsible for all aspects of traffic related to the Event, including orderly ingress and egress and parking. No one attending the Event will be allowed to park on the grass or any other unpaved areas, or on College or Circle Drives.

Toilet Facilities.

As there is no access to College buildings, the City will provide portable toilets and hand washing stations for Event patrons.

Post-Event Clean-Up.

The City will restore the Event site to a state comparable to its condition prior to the Event. The City will be responsible for removal of trash and debris after the Event; in addition, the City will survey the condition of the Event site early on the following day in the daylight. Any equipment that cannot be removed immediately after the Event, including but not limited to tents, tables and portable toilets, will be removed the day following the Event. Oakton's Campus must be in suitable condition for its students, employees and visitors when Oakton re-opens for classes and regular business at 7 a.m. on Monday, October 16, 2023.

Alcohol & Tobacco.

The City will not allow anyone to sell, serve or consume alcoholic or alcohol-like beverages at the Event. Publicity will advise Event patrons that consumption of alcoholic beverages anywhere on Oakton's Campus is prohibited.

Retention Pond Safety and Maintenance.

The City will be responsible for ensuring that all Event patrons, attendees and workers stay away from the retention pond on Oakton's Campus and refrain from throwing rocks and debris in the retention pond. Of primary concern is the safety of Event patrons who may fall into or attempt to swim in the pond.

Hold Harmless and Insurance.

The City agrees to defend, indemnify and hold harmless Oakton, its Trustees, officers, employees and agents, from and against any claims, suits, liabilities, costs and damages, including, without limitation, attorneys' fees, arising out of or related to the use of Oakton's Campus for the Event.

The City will provide a Certificate of Insurance to Oakton, verifying that Oakton (properly known as "The Board of Trustees of Community College District No. 535, County of Cook, State of Illinois, a body politic and corporate") is an additional insured under a general liability policy of at least \$1 million with an insurance company acceptable to Oakton, insuring all parties against claims for bodily injury or death to any person who is on Oakton's Campus as a result of the Event.

College Contact and Coordinator:

The City's primary contact at the College will be Joe Scifo, Director of Facilities (847-635-1784) and the alternative contact will be Jeff Hoffmann, Chief of Police and Emergency Management (847-635-1881).

Signature:

On behalf of the City and the College the signatures below signify agreement to adhere to the conditions as set forth above and attached hereto.

OAKTON COLLEGE

ACCEPTED:

Name:
Title:

By: _____
Michael Bartholomew
For the City of Des Plaines

Attachment: Map of Oakton College Des Plaines Campus

**Contract for Use of Facilities between the
City of Des Plaines
and
Oakton College**

Agreement:

The City of Des Plaines (the “City”) has permission to use the Des Plaines campus of Oakton College (“Oakton” or “the College”) (individually, the City and Oakton are a “Party” and, collectively, the City and Oakton are referred to as the “Parties”) for a fireworks display (the “Event”), at no cost to either the City or Oakton, subject to the terms contained herein.

Time and Place of Event:

The Event will take place on Sunday, July 2, 2023, from 5 p.m. until approximately 11 p.m. The fireworks will be set over the lake and viewed by the attendees from various points across the College campus. Fireworks will begin approximately at dusk on July 2 and will last no later than 11:00 p.m.

Limitations:

1. There is to be no access to or use of the acreage north of parking lot A (Oakton’s soccer fields).
2. There will be absolutely no access to Oakton’s indoor facilities for any reason. The City will notify Event participants, vendors and related personnel of this provision.

The map attached to this Agreement indicates the areas in which activities will take place.

Set-up:

Set-up of the Event will begin on July 2 in the morning.

The City will provide snow fencing around the perimeter of the fireworks and the City will provide personnel during the fireworks to ensure that this area is not used.

A meeting is to be arranged in mid-June with the City staff and members of the College Facilities staff and the Office of Public Safety before any set up activity begins. This will permit both parties to clarify expectations and to discuss detail regarding needs. Oakton’s Facilities staff must be consulted regarding the location of equipment in order to prevent damage to underground power sources and sprinklers. The Event organizers will contact the College to establish a date and time for this meeting.

Rain Date and Conditions:

In the event of rain and cancellation of fireworks, a rain date fireworks display scheduled within six months of July 2, 2023 has been authorized.

In the event that the City must postpone the Event, it is imperative that contact be made with the College immediately on July 1st. It is critical that this contact be made as quickly as possible so that personnel for the College can be coordinated for the rain date and so that the College is prepared to respond to questions of the public and media in regard to the rain date.

Under this circumstance, the City will be permitted to leave the set up in place through July 3. However, the College will not be held responsible for the safety of this property. Additional efforts to secure this property and equipment are the responsibility of the City and must be coordinated with and conducted with the approval of the Oakton College Department of Public Safety.

Oakton Will:

Personnel.

Oakton will provide:

- personnel to secure the interior of the building who are employees of the Oakton Police Department
- an electrician, available the day/night of the event at a time specified by the City.

Any additional Oakton personnel requested by the City (or as a result of an addition or change to this agreement) will be provided at the City's expense.

Available Services.

Oakton will provide limited power to the Campus' peninsula area to support the Event.

- Water will be available only from one outdoor faucet, and a hose will be provided.
- Oakton will activate the telephones located near the Lot D entrance doors outside the building so that Event patrons may make local calls at no charge.

The City will provide fencing around the fireworks area the City will provide personnel during the fireworks to ensure that this area is not used.

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As there is no access to College buildings, the City will provide portable toilets and hand washing stations for Event patrons.

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The City will restore the Event site to a state comparable to its condition prior to the Event. The City will be responsible for removal of trash and debris after the Event; in addition, the City will survey the condition of the Event site early on the following day in the daylight. Any equipment that cannot be removed immediately after the Event, including but not limited to tents, tables and portable toilets, will be removed the day following the Event. Oakton's Campus must be in suitable condition for its students, employees and visitors when Oakton re-opens for classes and regular business at 7 a.m. on Monday, July 3, 2023.

Alcohol & Tobacco.

The City will not allow anyone to sell, serve or consume alcoholic or alcohol-like beverages at the Event. Publicity will advise Event patrons that consumption of alcoholic beverages anywhere on Oakton's Campus is prohibited.

Retention Pond Safety and Maintenance.

The City will be responsible for ensuring that all Event patrons, attendees and workers stay away from the retention pond on Oakton's Campus and refrain from throwing rocks and debris in the retention pond. Of primary concern is the safety of Event patrons who may fall into or attempt to swim in the pond.

Hold Harmless and Insurance.

The City agrees to defend, indemnify and hold harmless Oakton, its Trustees, officers, employees and agents, from and against any claims, suits, liabilities, costs and damages, including, without limitation, attorneys' fees, arising out of or related to the use of Oakton's Campus for the Event.

The City and the pyrotechnician retained for the Event will each provide a Certificate of Insurance to Oakton, verifying that Oakton (properly known as "The Board of Trustees of Community College District No. 535, County of Cook, State of Illinois, a body politic and corporate") is an additional insured under a general liability policy of at least \$1 million with an insurance company acceptable to Oakton, insuring all parties against claims for bodily injury or death to any person who is on Oakton's Campus as a result of the Event.

College Contact and Coordinator:

The City's primary contact at the College will be Joe Scifo, Director of Facilities (847-635-1784) and the alternative contact will be Jeff Hoffmann, Chief of Police and Emergency Management (847-635-1881).

Signature:

On behalf of the City and the College the signatures below signify agreement to adhere to the conditions as set forth above and attached hereto.

OAKTON COLLEGE

ACCEPTED:



Name:
Title:

By: _____
Michael Bartholomew
For the City of Des Plaines

Attachment: Map of Oakton College Des Plaines Campus



Legend

-  Reserved Parking
-  Restricted Access





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

MEMORANDUM

Date: January 31, 2023
 To: Michael G. Bartholomew, City Manager
 From: Romeo Sora, Director Information Technology *RS*
 Subject: 2023 Tyler Technologies Standard Software Maintenance Agreement Renewal

Issue: The 2023 budget includes funding for the City’s Enterprise Resource Planning (ERP) application’s Standard Software Maintenance Agreement renewal with Tyler Technologies, Inc.

Analysis: On December 4, 2017, the City approved one-year contracts that automatically renew with Tyler Technologies for the standard software license and service agreement of their Logos ERP application. The application consisted of the Financial, Human Resource, Community Development, and eSuite modules.

As part of the standard software license and service agreement negotiations, the City negotiated the initial term’s fee to remain the same, which was \$118,215.64. Fees for each of the next three (3) subsequent annual terms were to increase no more than 3% per year over the previous year’s fees. Fees for each annual term thereafter will be set at Tyler Technologies “then current rates”.

The chart below outlines the maintenance increase from 2018 until 2023, which remains consistent with our maintenance agreement.

Tyler Technologies Logos Maintenance Fees			
Year	Cost	\$ Increase	% Increase
2018	\$118,215.64		
2019	\$121,762.10	\$3,546.46	3.0%
2020	\$125,414.94	\$3,652.84	3.0%
2021	\$129,177.40	\$3,762.46	3.0%
2022	\$133,052.75	\$3,875.35	3.0%
2023	\$139,705.40	\$6,652.65	5.0%

Recommendation: I recommend approval of the 2023 contract expenditure of the Standard Software Maintenance Agreement with Tyler Technologies, Inc. 840 West Long Lake Rd., Troy, MI 48098 in the amount of \$139,705.40. This contract will be funded from the budgeted IT R&M Software Account (100-20-230-0000-6300).

Attachments:

Attachment 1 – Maintenance and Support Renewal
Resolution – R- 45 -23



Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-398865	12/01/2022	1 of 4

Questions:
 Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Email: ar@tylertech.com



Bill To: City of Des Plaines
 1420 Miner Street
 Des Plaines, IL 60016-4484

Ship To: City of Des Plaines
 1420 Miner Street
 Des Plaines, IL 60016-4484

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
49910 - MAIN - MAIN	180891		USD	NET45	01/15/2023

Date	Description	Units	Rate	Extended Price
Contract No.: Des Plaines, IL				
	SUPPORT & UPDATE LICENSING - Asset Management	1	1,813.88	1,813.88
	Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023			
	SUPPORT & UPDATE LICENSING - Bank Rec	1	1,359.89	1,359.89
	Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023			
	SUPPORT & UPDATE LICENSING - CONTRACT ACCOUNTING	1	1,813.88	1,813.88
	Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023			
	SUPPORT & UPDATE LICENSING - FM Base Suite	1	14,735.35	14,735.35
	Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023			
	SUPPORT & UPDATE LICENSING - GASB Reporting	1	3,627.73	3,627.73
	Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023			
	SUPPORT & UPDATE LICENSING - INTEGRATED CREDIT CARD	1	2,703.47	2,703.47
	Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023			
	SUPPORT & UPDATE LICENSING - SELF SERVICE Misc Billing & Receivables	1	1,813.88	1,813.88
	Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023			
	SUPPORT & UPDATE LICENSING - PC Cash Register Interface	1	2,703.47	2,703.47
	Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023			
	SUPPORT & UPDATE LICENSING - Project Accounting	1	1,813.88	1,813.88
	Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023			
	SUPPORT & UPDATE LICENSING - PURCHASING BASE	1	3,627.73	3,627.73
	Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023			
	SUPPORT & UPDATE LICENSING - REQUISITIONS	1	1,813.88	1,813.88
	Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023			
	SUPPORT & UPDATE LICENSING - THIRD PARTY RECEIVABLES	1	1,572.09	1,572.09
	Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023			
	SUPPORT & UPDATE LICENSING - WORK ORDERS	1	3,667.50	3,667.50
	Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023			
	SUPPORT & UPDATE LICENSING - BENEFITS TRACKING (NON-EMPLOYEE)	1	2,266.82	2,266.82
	Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023			
	SUPPORT & UPDATE LICENSING - SELF SERVICE Benefits Admin	1	1,813.88	1,813.88
	Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023			
	SUPPORT & UPDATE LICENSING - Employee Reimbursement and Advances	1	2,720.81	2,720.81
	Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023			
	SUPPORT & UPDATE LICENSING - HR Base Suite	1	12,469.43	12,469.43
	Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023			
	SUPPORT & UPDATE LICENSING - Personnel Action Processing	1	2,266.82	2,266.82
	Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023			



Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-398865	12/01/2022	2 of 4

Questions:
 Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Email: ar@tylertech.com

Bill To: City of Des Plaines
 1420 Miner Street
 Des Plaines, IL 60016-4484

Ship To: City of Des Plaines
 1420 Miner Street
 Des Plaines, IL 60016-4484

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
49910 - MAIN - MAIN	180891		USD	NET45	01/15/2023

Date	Description	Units	Rate	Extended Price
	SUPPORT & UPDATE LICENSING - Postion Budgeting Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023	1	2,266.82	2,266.82
	SUPPORT & UPDATE LICENSING - THIRD PARTY APPLICANT INTERFACE Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023	1	367.26	367.26
	SUPPORT & UPDATE LICENSING - TIME AND ATTENDANCE INTERFACE Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023	1	2,266.82	2,266.82
	SUPPORT & UPDATE LICENSING - AUTO METER INTERFACE Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023	1	1,587.39	1,587.39
	SUPPORT & UPDATE LICENSING - METER AND DEVICE INVENTORY Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023	1	2,266.82	2,266.82
	SUPPORT & UPDATE LICENSING - SERVICE ORDER PROCESSING Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023	1	3,854.21	3,854.21
	SUPPORT & UPDATE LICENSING - UTILITY BILLING (Water/Sewer Base) Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023	1	10,201.72	10,201.72
	SUPPORT & UPDATE LICENSING - THIRD PARTY DOCUMENT IMAGING INTERFACE Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023	1	1,494.56	1,494.56
	SUPPORT & UPDATE LICENSING - Business Licensing Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023	1	2,242.34	2,242.34
	SUPPORT & UPDATE LICENSING - CD Standard Users Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023	1	0.00	0.00
	SUPPORT & UPDATE LICENSING - CODE ENFORCEMENT Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023	1	2,054.62	2,054.62
	SUPPORT & UPDATE LICENSING - COMMUNITY GIS INTEGRATION Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023	1	4,296.96	4,296.96
	SUPPORT & UPDATE LICENSING - MUNICIPAL INSPECTIONS Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023	1	2,802.41	2,802.41
	SUPPORT & UPDATE LICENSING - PARCEL MANAGEMENT Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023	1	1,494.56	1,494.56
	SUPPORT & UPDATE LICENSING - PERMITS Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023	1	2,802.41	2,802.41
	SUPPORT & UPDATE LICENSING - PROJECT PLANNING Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023	1	2,802.41	2,802.41
	SUPPORT & UPDATE LICENSING - REQUEST FOR SERVICES TRACKING Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023	1	2,802.41	2,802.41
	SUPPORT & UPDATE LICENSING - LICENSING (ANIMAL, BUSINESS, CONTRACTOR) Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023	1	0.00	0.00
	SUPPORT & UPDATE LICENSING - CD ANALYTICS	1	1,867.92	1,867.92



Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-398865	12/01/2022	3 of 4

Questions:
 Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Email: ar@tylertech.com

Bill To: City of Des Plaines
 1420 Miner Street
 Des Plaines, IL 60016-4484

Ship To: City of Des Plaines
 1420 Miner Street
 Des Plaines, IL 60016-4484

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
49910 - MAIN - MAIN	180891		USD	NET45	01/15/2023

Date	Description	Units	Rate	Extended Price
Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023	SUPPORT & UPDATE LICENSING - DECISION SUPPORT BASE DATAMART	1	0.00	0.00
Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023	SUPPORT & UPDATE LICENSING - FM ANALYTICS	1	2,720.83	2,720.83
Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023	SUPPORT & UPDATE LICENSING - HR ANALYTICS	1	2,266.82	2,266.82
Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023	SUPPORT & UPDATE LICENSING - UM ANALYTICS	1	2,266.82	2,266.82
Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023	SUPPORT & UPDATE LICENSING - SELF SERVICE eEmployee	1	5,441.60	5,441.60
Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023	SUPPORT & UPDATE LICENSING - SELF SERVICE eLicense	1	1,681.25	1,681.25
Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023	SUPPORT & UPDATE LICENSING - SELF SERVICE ePayments	1	2,040.34	2,040.34
Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023	SUPPORT & UPDATE LICENSING - SELF SERVICE ePermits	1	1,681.25	1,681.25
Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023	SUPPORT & UPDATE LICENSING - SELF SERVICE eRequests	1	1,681.25	1,681.25
Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023	SUPPORT & UPDATE LICENSING - eSUITE BASE (Payments)	1	3,627.73	3,627.73
Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023	SUPPORT & UPDATE LICENSING - SELF SERVICE eTimesheets	1	2,720.79	2,720.79
Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023	SUPPORT & UPDATE LICENSING - SELF SERVICE eUtilities	1	1,500.69	1,500.69
Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023	SUPPORT & UPDATE LICENSING - User License to Site License	1	0.00	0.00
Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023				



Remittance:

Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-398865	12/01/2022	4 of 4

Questions:

Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Email: ar@tylertech.com

Bill To: City of Des Plaines
1420 Miner Street
Des Plaines, IL 60016-4484

Ship To: City of Des Plaines
1420 Miner Street
Des Plaines, IL 60016-4484

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
49910 - MAIN - MAIN	180891		USD	NET45	01/15/2023

Date	Description	Units	Rate	Extended Price
------	-------------	-------	------	----------------

****ATTENTION****

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal	139,705.40
Sales Tax	0.00
Invoice Total	139,705.40

CITY OF DES PLAINES

RESOLUTION R - 45 - 23

A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS UNDER A SOFTWARE LICENSE AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR SOFTWARE LICENSES AND MAINTENANCE 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 4, 2017, the City Council approved Resolution No. R-182-17, approving a contract ("**Agreement**") between the City and Tyler Technologies, Inc. ("**Vendor**") for: (i) certain Logos Enterprise Resources Planning application licenses consisting of Financial, Human Resource, Community Development, and eSuite modules ("**Software**"); and (ii) software maintenance and support services ("**Services**"); and

WHEREAS, on January 1, 2023, the Agreement automatically renewed for a one-year term ending December 31, 2023; and

WHEREAS, the City has appropriated funds for use by the Information Technology Department during the 2023 fiscal year for the procurement of the Software and Services pursuant to the Agreement; and

WHEREAS, the City desires to make expenditures in the not-to-exceed amount of \$139,705.40 during the 2023 fiscal year for the procurement of the Software and the Services from Vendor under the Agreement; and

WHEREAS, the City Council has determined that it is in the best interest of the City to authorize the expenditure of the not-to-exceed amount of \$139,705.40 during the 2023 fiscal year for the procurement of the Software and the Services from the Consultant under 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: AUTHORIZATION OF EXPENDITURE. The City Council authorizes the expenditure of the not-to-exceed amount of \$139,705.40 during the 2023 fiscal year for the procurement of the Software and the Services from the Consultant under the Agreement.

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

[SIGNATURE PAGE FOLLOWS]

PASSED this ___ day of _____, 2023.

APPROVED this ___ day of _____, 2023.

VOTE: AYES _____ NAYS _____ ABSENT _____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Expenditure of Funds Under Agreement with Tyler Technologies for Software Licensing and Maintenance Services
2023



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

MEMORANDUM

Date: January 31, 2023
 To: Michael G. Bartholomew, City Manager
 From: Romeo Sora, Director Information Technology *RS*
 Subject: 2023 Tyler Technologies EnerGov Maintenance Renewal

Issue: The 2023 budget includes funding for the City’s Community and Economic Development (CED) application application’s Standard Software Maintenance Agreement renewal with Tyler Technologies, Inc.

Analysis: On January 6, 2020, the City Council approved the purchase of Tyler Technologies’ Community and Economic Development application; EnerGov. The EnerGov contract has one-year maintenance agreements that automatically renew with Tyler Technologies.

As part of the standard software license and service agreement negotiations, the City negotiated a zero-dollar maintenance waived fee during the first year. The following year’s maintenance was prorated from \$38,700 to \$35,475.05, and fees for each annual term thereafter will be set at Tyler Technologies “then current rates”.

The chart below outlines the maintenance increase from 2020 until 2023, which remains consistent with our maintenance agreement.

Tyler Technologies EnerGov Maintenance Fees			
Year	Cost		% Increase
2020	\$0.00		Negotiated no maintenance for 2020
2021	\$38,700.00		Prorated to \$35,475.05
2022	\$40,635.00	\$1,935.00	5%
2023	\$42,666.75	\$2,031.75	5%

Recommendation: I recommend approval of the 2023 contract expenditure of the EnerGov Maintenance Renewal with Tyler Technologies, Inc. 840 West Long Lake Rd., Troy, MI 48098 in the amount of \$42,666.75. This contract will be funded from the budgeted IT R&M Software Account (100-20-230-0000-6300).

Attachments:

Attachment 1 – Maintenance and Support Renewal
Resolution – R- 46 -23



Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
025-401586	12/01/2022	1 of 1

Questions:
 Tyler Technologies - Local Government
 Phone: 1-800-772-2260 Press 2, then 2
 Email: ar@tylertech.com



Bill To: City of Des Plaines
 1420 Miner Street
 Des Plaines, IL 60016-4484

Ship To: City of Des Plaines
 1420 Miner Street
 Des Plaines, IL 60016-4484

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
49910 - MAIN - MAIN	173024		USD	NET45	01/15/2023

Date	Description	Units	Rate	Extended Price
Contract No.: Des Plaines, IL				
	Tyler GIS	25	110.25	2,756.25
	Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023			
	EnerGov Business Management Suite	10	661.50	6,615.00
	Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023			
	EnerGov Community Development Suite	25	661.50	16,537.50
	Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023			
	Citizen Self Service - Business Management	1	0.00	0.00
	Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023			
	Citizen Self Service - Community Development	1	3,528.00	3,528.00
	Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023			
	EnerGov e-Reviews	1	6,615.00	6,615.00
	Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023			
	EnerGov -IG Workforce Apps	9	220.50	1,984.50
	Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023			
	Tyler Cashiering	1	4,630.50	4,630.50
	Maintenance: Start: 01/Jan/2023, End: 31/Dec/2023			

RECEIVED
 CITY OF DES PLAINES

NOV 14 2022

ACCOUNTS PAYABLE

****ATTENTION****
 Order your checks and forms from
 Tyler Business Forms at 877-749-2090 or
 tylerbusinessforms.com to guarantee
 100% compliance with your software.

Subtotal	42,666.75
Sales Tax	0.00
Invoice Total	42,666.75

CITY OF DES PLAINES

RESOLUTION R - 46 - 23

A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS UNDER A SOFTWARE MAINTENANCE AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR SOFTWARE MAINTENANCE 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 January 6, 2020 the City Council approved Resolution No. R-8-20, approving a contract ("**Agreement**") between the City and Tyler Technologies, Inc. ("**Vendor**") for: (i) the EnerGov Community and Economic Development application ("**Software**"); and (ii) software maintenance and support services ("**Services**"); and

WHEREAS, on January 1, 2023, the Agreement automatically renewed for a one-year term ending December 31, 2023; and

WHEREAS, the City has appropriated funds for use by the Information Technology Department during the 2023 fiscal year for the procurement of the Services pursuant to the Agreement; and

WHEREAS, the City desires to make expenditures in the not-to-exceed amount of \$42,666.75 during the 2023 fiscal year for the procurement of the Services from Vendor under the Agreement; and

WHEREAS, the City Council has determined that it is in the best interest of the City to authorize the expenditure of the not-to-exceed amount of \$42,666.75 during the 2023 fiscal year for the procurement of the Services from the Consultant under 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: AUTHORIZATION OF EXPENDITURE. The City Council authorizes the expenditure of the not-to-exceed amount of \$42,666.75 during the 2023 fiscal year for the procurement of the Services from the Consultant under the Agreement.

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

[SIGNATURE PAGE FOLLOWS]

PASSED this ___ day of _____, 2023.

APPROVED this ___ day of _____, 2023.

VOTE: AYES _____ NAYS _____ ABSENT _____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Expenditure of Funds Under Agreement with Tyler Technologies for EnerGov Maintenance Services 2023

**FIRE DEPARTMENT**

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

MEMORANDUM

Date: February 1, 2023

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

From: Sam Foster, Deputy Chief *SF*

Subject: Approval of On-Going Uniform Purchases under the Fire Department's Quartermaster Program from On Time Embroidery, Inc.

Issue: The Fire Department has utilized a quartermaster system for uniform issuance and replacement since 2016 and it continues to be an efficient and effective process. Approval of the 2023 expenditures for new employee uniforms and continued replacements of needed items is requested.

Analysis: The Fire Department initiated the quartermaster system in 2016 and at the same time the City Council approved the use of On Time Embroidery, Inc. of Elk Grove Village as the vendor for the Fire Department's quartermaster system.

On Time Embroidery has a proven track record with the City and provides a great, effective, and efficient service. Uniform orders have been timely, accurate and consistent with the only exception being manufacturer delays that disrupt the supply chain. On Time Embroidery maintains a robust web-based system that allows for individualized accounts per employee, on-line approval by the quartermaster, Fire Department management of the process, and detailed reporting. On Time Embroidery does not have a formal retail operation and "showroom", however does accommodate in person sizing when necessary.

In order to provide new and replacement uniforms to personnel, staff is requesting continued use of the Fire Department's quartermaster system in an amount not to exceed \$50,000. Uniform purchases are included in the 2023 Fire Department budget for all four divisions, commodities-7300-uniforms.

Recommendation: I recommend that the Resolution be approved, authorizing continued purchasing under the quartermaster system with On Time Embroidery for an amount not to exceed \$50,000.

Attachment:

Resolution R-47-23

CITY OF DES PLAINES

RESOLUTION R - 47 - 23

**A RESOLUTION AUTHORIZING THE PURCHASE OF
FIRE DEPARTMENT UNIFORMS FROM ON TIME
EMBROIDERY, INC.**

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

WHEREAS, the City's Fire Department purchases uniforms for use by Fire Department personnel ("*Uniforms*") through a quartermaster system, under which Fire Department personnel, subject to approval by a Fire Department quartermaster, are allowed to replace uniform items through a web-based City account established with the designated vendor; and

WHEREAS, the Fire Department researched uniform vendors and determined that only On Time Embroidery, Inc. ("*Vendor*"), has established and maintains a web-based purchasing system that supports the quartermaster system by allowing: (i) each Fire Department employee to establish an online account for the purpose of purchasing Uniforms; (ii) the Fire Department quartermaster to review and approve orders placed by employees; and (iii) the generation of detailed reports regarding purchases and expenditures; and

WHEREAS, in 2016, at the start of the quartermaster system, the City sought competitive quotes from qualified vendors for the purchase of the Uniforms, and Vendor submitted the low-price quote; 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 purchase of Uniforms from Vendor is a special requirements purchase and therefore does not require competitive bidding because only Vendor can provide the Uniforms within the special parameters required by the City for, and the overall plan for procurement through, the quartermaster system, which will achieve improved public service and long-term operational efficiencies for the City; and

WHEREAS, the City Council desires to purchase the Uniforms from Vendor in the total not-to-exceed amount of \$50,000; and

WHEREAS, the City Council has determined that it is in the best interest of the City to purchase Uniforms from the Vendor in an amount not to exceed \$50,000;

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

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

SECTION 2: APPROVAL OF PURCHASE. The City Council hereby approves the purchase by the City of Uniforms from Vendor in the not-to-exceed amount of \$50,000.

SECTION 3: 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 Uniforms from the Vendor in a total not-to-exceed amount of \$50,000.

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 _____, 2023.

APPROVED this ____ day of _____, 2023.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Purchase of Uniforms from On Time Embroidery Inc (2023)



FIRE DEPARTMENT

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

MEMORANDUM

Date: January 18, 2023
To: Michael G. Bartholomew, City Manager
Daniel Anderson, Fire Chief
From: Sam Foster, Deputy Fire Chief *SF*
Subject: Approval of On-Going Elevator Alarm Monitoring from Emergency 24, Inc.

Issue: The City entered into an agreement several years ago with Emergency 24, Inc. (“E-24”) for the purposes of monitoring elevator alarms and answering calls initiated from within the elevator on a fee per call basis. Approval of the 2023 continued expenditures for E-24 alarm monitoring is requested.

Analysis: The number of elevator calls monitored and answered by E-24 has been trending consistently higher than normal. This increase prompted Fire Department staff to conduct a review of the entire Elevator Alarm Monitoring Program in 2022. Administrative staff met with E-24 in 2022 to discuss the increase in volume. Division Chief Schuman identified several issues along with properties that were responsible for the majority of the alarms. Division Chief Schuman was tasked with reviewing the background and intent of the existing monitoring system and responses.

Division Chief Schuman has reviewed the ordinances, codes, and requirements for elevator alarms. We have determined there is nothing in the code or ordinances that require the City to provide monitoring services for elevator alarms. Any building that has an elevator in it is required to have their elevator alarm answered by a 24-hour service at their expense. The elevator alarm issue is completely different than the City’s fire alarm monitoring requirements. Staff continues to address all these issues and transition away from the current system; however, this may take many months to accomplish.

Staff requests continued use of E-24 in an amount not to exceed \$36,000. This expense is contained in the FY2023 Fire Department budget - Fire Department/Emergency Services/Dispatch Services 100-70-710-0000.6035.

Recommendation: I recommend that the Resolution be approved, authorizing continued service provided by E-24 in an amount not to exceed \$36,000.

Attachment:
Resolution R-48-23

CITY OF DES PLAINES

RESOLUTION R - 48 - 23

**A RESOLUTION AUTHORIZING THE PURCHASE OF
ELEVATOR ALARM MONITORING SERVICES FROM
EMERGENCY 24, INC.**

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

WHEREAS, the City has purchased elevator alarm monitoring services ("*Services*") from Emergency 24, Inc. ("*Vendor*") in the past, and the Vendor has performed the Services in a manner satisfactory to the City; 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 Services is the purchase of professional services and therefore does not require competitive bidding; and

WHEREAS, the City desires to continue to procure the Services from Vendor in the total not-to-exceed amount of \$36,000 for the 2023 fiscal year; and

WHEREAS, the City Council has determined that it is in the best interest of the City to purchase the Services from the Vendor in an amount not to exceed \$36,000 during the 2023 fiscal year;

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

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

SECTION 2: APPROVAL OF PURCHASE. The City Council hereby approves the purchase by the Services from Vendor in the not-to-exceed amount of \$36,000 during the 2023 fiscal year.

SECTION 3: 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 Services from Vendor in accordance with this Resolution.

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

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 2023.

APPROVED this ____ day of _____, 2023.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Purchase of Elevator Alarm Monitoring Service from Emergency 24, Inc (2023)



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: February 9, 2023

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: City Hall and Police Department Link and Police Department Addition and
Renovation – Construction Administration FGM Task Order No. 4

Issue: In connection with the City Hall and Police Department Link and Police Department Addition and Renovation project, construction administration services are required to assure that the project is built in accordance with the plans and specifications. This is a budgeted item in the 2023 City Budget.

Analysis: FGM Architects Inc. provided the project engineering design in 2020. Accordingly, a proposal was requested from FGM for the construction administration phase of the project. The scope of work includes the following: shop drawing/submittal review; on-site observation reports; pre-construction and pre-installation meetings; assistance to the Contractor during initial start-up, testing, adjustment, balancing and commissioning of the building systems; provide a set of record documents including the final set of construction documents and specifications incorporating field sketches and notes issued to the Contractor during the construction phase; and conduct a post-construction 10 month walk-thru with the Owner and Construction Manager to inspect building for warranty items.

Recommendation: We recommend approval of Task Order No. 4 with FGM Architects Inc., 1211 West 22nd Street, Suite 700, Oak Brook, IL 60523 in the amount of \$258,500 plus \$500 for reimbursable expenses for a total not-to-exceed amount of \$259,000 for professional construction administrative services. Source of funding would be the Facilities Replacement Fund.

Attachments:

Resolution R-49-23
Exhibit A – Task Order No. 4

CITY OF DES PLAINES

RESOLUTION R - 49 - 23

A RESOLUTION APPROVING TASK ORDER NO. 4 WITH FGM ARCHITECTS INC. FOR CONSTRUCTION ADMINISTRATION SERVICES FOR THE CITY HALL AND POLICE STATION LINK AND POLICE STATION ADDITION AND RENOVATION.

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 19, 2022, the City Council approved Resolution R-214-22, which authorized the City to enter into a master contract ("*Master Contract*") with FGM Architects Inc. ("*Consultant*") to perform certain architectural services for the City as such services are needed over time; and

WHEREAS, the City has appropriated funds in the Facilities Replacement Fund for use by the Department of Public Works and Engineering during the 2023 fiscal year for the construction administration services for the City Hall and Police Station Link and Police Station Addition and Renovation ("*Services*"); and

WHEREAS, pursuant to Chapter 10 of Title 1 of the City Code of the City of Des Plaines and the City's purchasing policy, the City Council has determined that procurement of the Services is not adapted to award by competitive bidding because the Services require a high level of professional skill and judgment; and

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

WHEREAS, the City requested a proposal from Consultant to perform the Services; and

WHEREAS, Consultant submitted a proposal for the performance of the Services in the amount of \$258,500 plus \$500 for reimbursable expenses for a total not-to-exceed amount of \$259,000; and

WHEREAS, the City desires to enter into Task Order No. 4 under the Master Contract with Consultant for the performance of Services in the total not-to-exceed amount of \$259,000 ("*Task Order No. 4*"); and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into Task Order No. 4 with Consultant;

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

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

SECTION 2: APPROVAL OF TASK ORDER NO. 4. The City Council hereby approves Task Order No. 4 in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel.

SECTION 3: AUTHORIZATION TO EXECUTE TASK ORDER NO. 4. The City Council hereby authorizes and directs the City Manager to execute, on behalf of the City, final Task Order No. 4.

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 _____, 2023.

APPROVED this ____ day of _____, 2023.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Task Order No 4 with FGM Const Admin for AH and PD Link and PD Addition

ATTACHMENT A

TASK ORDER 04

In accordance with Section 1.2 of the Master Contract dated January 1, 2023 between the City of Des Plaines (the “City”) and FGM Architects (the “Consultant”), the Parties agree to the following Task Number 04:

1. Contracted Services:

Police Station Addition and Renovation Construction Administrative Services as more specifically described on the attached proposal, which is made a part of this Task Order.

2. Project Schedule (attach schedule if appropriate):

The project is anticipated to begin March 2023.

3. Project Completion Date:

All contracted services are anticipated to be completed within 3 months of services commencing.

4. Project Specific Pricing (if applicable):

The total fee is \$258,500 per the attached proposal.

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

None

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

[signature page follows]

CITY

CONSULTANT

Signature
Director of Public Works
And Engineering

Andrew J. Jasek
Signature
Andrew J. Jasek, Executive Vice President
Name (Printed or Typed)

Raymond K. Lee
Signature
Raymond K. Lee, Vice President
Name (Printed or Typed)

_____, 20____
Date

January 30, 2023
Date

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

Signature
City Manager

_____, 20____
Date

If compensation greater than \$[25,000], then the City Council must approve the Services Change Order in advance and the City Manager or Mayor's signature is required.

Signature
City Manager

_____, 20____
Date

APPROVED AS TO FORM ONLY

Des Plaines General Counsel Dated

FGMA ARCHITECTS

Proposal for

Architectural Services

for

Construction Administration of Police Station Addition and Renovation
Des Plaines, Illinois

Submitted to:

CITY OF DES PLAINES
1420 Miner Street
Des Plaines, Illinois 60016

By:

FGM ARCHITECTS INC.
1211 West 22nd Street, Suite 700
Oak Brook, IL 60523

January 30, 2023

1.0 SCOPE OF PROJECT

FGM understands that the City of Des Plaines wishes to build a two story approximately 20,000 sf addition to the existing Police Station, located at 1420 Miner Street in Des Plaines. # = .
h) O . . . elective areas of interior renovation of the existing police station is also to occur subsequently after the completion and occupancy of the proposed addition.

The scope of services to be provided include architect/engineering services for the design and construction of the proposed addition and . . . interior renovation of the existing police station, include architecture, mechanical, electrical, plumbing, fire protection, low voltage infrastructure, security, structural, commissioning, landscape design and audio-visual system design as further described in Section 2 of this proposal. The City will provide, under separate contract, civil design services which FGM will coordinate with in respects to defined scope of work.

- 1.0.1 The City of Des Plaines, hereinafter referred to as the City or the Owner, intends to build a City Hall and Police Department Link, new addition to the existing police station and selective interior renovations of the existing police station.
- 1.0.2 The project is anticipated to begin in March 2023.
- 1.0.3 The Permitting Authority for the project will be through the City of Des Plaines.
- 1.0.4 The proposed site is currently owned by the city and operates as the police station. The proposed addition will occupy the adjacent parking lot to the police department. FGM has assumed that the site will be a clear site, ready for new construction.
- 1.0.5 This project will not be a LEED Certified project.

2.0 SCOPE OF ARCHITECT'S SERVICES – CONSTRUCTION ADMINISTRATION

FGM Architects Inc., hereinafter referred to as FGMA or Architect, shall provide the following professional Architectural services for the Project:

2.5 Contract Administration Services

- 2.5.1 FGMA shall assist with the administration of construction contracts including shop drawing and other submittal review as required (up to 2 reviews of each shop drawing & submittal included), and review of payment applications.
- 2.5.2 Attend an average of one On-Site Owner/Architect/Contractor (OAC) meetings in combination with On-Site Observation visit every other week to monitor Construction Phase activities for general conformance with Construction Documents. FGMA will also prepare and distribute reports of site observations.
- 2.5.3 Participate in pre-construction and pre-installation meetings as required.
- 2.5.4 Provide assistance to the Contractor during initial start-up, testing, adjustment, balancing and commissioning of the building systems.
- 2.5.5 Building mechanical system commissioning as required by building code can be provided as an optional service.

2.5.6 Prepare Punch-List and related follow-up of same. We have included two (2) meetings for preparation of punch-list and two (2) punch-list follow up meetings.

2.6 Project Closeout Phase

2.6.1 FGMA shall provide to the Owner a set of record documents including the final set of construction documents and specifications incorporating field sketches and notes issued to the Contractor during the construction phase. FGM will provide electronic copies in pdf format.

2.6.3 Provide assistance to the Owner for warranty issues as required.

2.6.4 Upon project completion Conduct a post-construction 10 month walk-thru with the Owner and Construction Manager at to review building for warranty items.

3.0 ARCHITECT'S COMPENSATION

The City of Des Plaines shall compensate FGM Architects for professional Architectural services rendered in connection with the Project under this Proposal as follows:

3.1 For all professional services in connection with the Design Services as described in Section 2.0 above we propose the following Lump Sum Fees:

3.1.1 CA of City Hall & Police Dept. Link and Police Station Addition and Renovation \$258,500.00

3.2 In addition to the compensation above, FGMA shall be reimbursed for additional expenses in connection with the Project, invoiced to the Owner at One Hundred Ten Percent (1.10) times Architect's actual direct cost of same, for the below items. We recommend establishing a Reimbursable Allowance of \$500, which FGMA shall not exceed without prior written approval of the City. Reimbursable Allowance includes costs for items 3.2.1 and 3.2.2 below.

3.2.1 Expense of postage and/or delivery.

3.2.2 Expense of printing

Local travel (travel less than 100 miles), phone, fax, and printing of review documents shall not be charged as a Reimbursable Expense.

3.3 For any Additional Services authorized by the City prior to any such Additional Services being rendered beyond the scope of this Proposal, FGM shall be compensated on the basis of the hourly rates described in the attached Hourly Rate Schedule for the professional and technical employees engaged on the Project plus Reimbursable Expenses.

3.4 The terms of this Proposal are based upon services commencing within 30 days and all services being completed within 4 months thereafter.

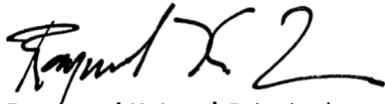
4.0 Form of Agreement

Contract Form: The contractual agreement will be in the form of a task order to the Master Contract Between the City of Des Plaines and FGM Architects Inc. dated December 30, 2022.

If you have any questions regarding this proposal, please do not hesitate to contact us. We appreciate the opportunity to be of service to the City of Des Plaines for this project.

Sincerely,

FGM ARCHITECTS INC.



Raymond K. Lee | Principal
Phone: 630.574.8711
RayL@fgmarchitects.com



Andrew J. Jasek | Executive Vice President
Phone: 630.574.8709
AndyJ@fgmarchitects.com

HOURLY RATE SCHEDULE

Effective February 1, 2022*

Where the fee arrangements are to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Current rates are as follows:

FGM Architects

Principal	\$250.00
Arch IV	\$220.00
Arch III	\$175.00
Arch II	\$145.00
Arch I	\$105.00
Interior Designer IV	\$215.00
Interior Designer III	\$170.00
Interior Designer II	\$145.00
Interior Designer I	\$100.00
Landscape Architect	\$180.00
Project Administrator	\$100.00

*Hourly rates are subject to adjustment on November 1 each year.



**PUBLIC WORKS AND
ENGINEERING DEPARTMENT**

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

MEMORANDUM

Date: February 9, 2023

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

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

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

Subject: Award Bid – 2023 Fire Hydrant Purchase

Issue: The 2023 budget includes funding for Water Utility Materials, including fire hydrants. Two bids were received and opened by the City Clerk’s office on January 23, 2023.

Analysis: The bid includes purchase and delivery of up to 20 hydrants per specification for the year 2023. The bid summary for the 2023 Fire Hydrant Purchase per specification is as follows:

Company	Total Amount
Core and Main	\$83,790
Ziebell Water Service Products, Inc.	\$87,250

The City has previously purchased hydrants and other water distribution repair parts per the City’s specifications from Core and Main and has received satisfactory service and responsiveness.

Recommendation: We recommend award of the 2023 Fire Hydrant Purchase in the amount of \$4,189.50 per Hydrant to Core and Main, 220 S. Westgate Dr., Carol Stream, IL 60188, for a total not to exceed \$83,790. Funding source for this project will be Water System Supplies (500-00-550-7070.075).

Attachments:
Resolution R-50-23
Exhibit A – Contract

CITY OF DES PLAINES

RESOLUTION R - 50 - 23

A RESOLUTION APPROVING AN AGREEMENT WITH CORE AND MAIN, LP. FOR THE PURCHASE OF MUELLER FIRE HYDRANTS.

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 Public Works and Engineering Department during the 2023 fiscal year for the purchase of up to twenty Mueller fire hydrants and certain auxiliary valves and accessories (collectively, "*Fire Hydrants*"); 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 invited bids for the purchase of the Fire Hydrants; and

WHEREAS, the City received two bids, which were opened on January 23, 2023; and

WHEREAS, Core and Main, LP. ("*Vendor*") submitted the lowest responsible bid for the purchase of Fire Hydrants in the amount of \$4,189.50 per Fire Hydrant; and

WHEREAS, the City desires to enter into an agreement with Vendor for the purchase of the Fire Hydrants in the not-to-exceed amount of \$83,790 ("*Agreement*"); and

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

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

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

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

SECTION 3: AUTHORIZATION TO EXECUTE AGREEMENT. The City Council 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 _____, 2023.

APPROVED this ____ day of _____, 2023.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Purchase of Fire Hydrants from Core and Main 2023

CITY OF DES PLAINES

CONTRACT FOR PURCHASE AND DELIVERY OF
FIRE HYDRANT, AUXILIARY VALVE AND ACCESSORIES
PER SPECIFICATION

Full Name of Vendor Core + Main LP
Principal Office Address 3415 OHIO ST CHARLES IL 60174
Local Office Address _____
Contact Person Mark HANSON Telephone Number 630-665-1800

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

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 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 Fire Hydrant, auxiliary valve and accessories per specifications to the City in a proper and workmanlike manner;

2. **Permits.** Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary for the Products;

3. **Bonds and Insurance.** Procure and furnish all bonds and all insurance certificates and policies of insurance, if any, specified in this Contract;

4. **Taxes.** Pay all applicable federal, state, and local taxes; and

5. **Miscellaneous.** Do all other things required of Bidder by this Contract. **The date stamped on the new fire hydrant and valve shall be the current year-2023.**

B. **Performance Standards.** The Vendor agrees that the Products will comply strictly with the Specifications attached hereto and by this reference made a part of this Contract. If this Contract specifies a Product by brand name or model, that specification is intended to reflect

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

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

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

2. **Pricing**
The Vendor shall deliver the Products to the City in accordance with the following specifications at the following prices:

Product Item No.	Description of Product	Quantity of Product	Price of Product(s)
1	Mueller Super Centurion 250 Fire Hydrant - A423 - 6 ft. Bury with 6" Flange and with 6" Mueller Resilient Wedge auxiliary (cont.) Gate Valve (A-2362) MJxFL attached to hydrant	20	3895.00
2	6" ductile iron Mega Lug kit with 304 stainless steel nuts and bolts	20	63.50
3	Tyler Union Cast Iron 2-piece Valve Box with lid #6850 26T+36B	20	231

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:

83790 Dollars and 400 Cents (in figures only)

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

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

1. All prices stated in the Pricing section are firm and shall not be subject to escalation or change;
2. The City is not subject to state or local sales, use, and excise taxes, and no such taxes are included in the Pricing section, and that all claims or rights to claim any additional compensation by reason of the payment of any such tax are hereby waived and released;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Products are included in the Pricing; and
4. If a Quantity of Products to be delivered to the City is specified on Page 1 of this Contract, then that amount is an estimate only. The City reserves the right to increase or decrease such quantity, and the total Contract Price to be paid will be based on the final quantity determined by the City for each Product and the actual

number of Products that comply with this Contract that are accepted by the City. The Vendor hereby waives and releases all claims or rights to dispute or complain of any such estimated quantity or to assert that there was any misunderstanding in regard to the number of Products to be delivered.

C. Time of Payment

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

Bidder will invoice Owner for all Work completed, and Owner will pay Bidder all undisputed amounts no later than 60 days after receipt by Owner of each invoice.

All payments may be subject to deduction or set off 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 during the 2022 calendar year as needed ("**Delivery Date**"). Note: Not all 20 hydrants will be delivered at the same time-Generally orders consist of 4-8 hydrants. Without waiving any other remedies available to the City under this Contract or at law or in equity, if the Vendor delivers the Products to the City more than 10 days after the Delivery Date, then the total Contract Price shall be reduced by one percent for every seven-day period that elapses between the day after the Delivery Date and ending on the actual date that the Vendor delivers the Products to the City.

4. Financial Assurance

A. Indemnification. The Vendor shall indemnify, save harmless, and defend the City against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with the Vendor's performance, or failure to perform, under this Contract, including, without limitation, any failure to meet the representations and warranties set forth in Section 6 of this Contract.

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 90 days after the date this sealed Contract is opened.

6. Bidder's Representations and Warranties

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

A. The Products. All Products, and all of their components, shall be of merchantable quality and, for a period of not less than one year after delivery to the City: (1) shall be free from any latent or patent defects or flaws in workmanship, materials, and design; (2) shall strictly conform to the requirements of this Contract, including, without limitation, the performance standards set forth in Subsection 1B of this Contract; and (3) shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranties expressed herein shall be in addition to any other warranties applicable to the Products (including any manufacturer's warranty) expressed or implied by law, which are hereby reserved unto the City.

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

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

D. Qualified. The Vendor has minimum 10 years' experience, ability, inventory, capital, facilities, equipment, plant, organization, and staff to enable the Vendor to deliver the Products at the Contract Price and within the Contract Time set forth above.

7. Acknowledgements

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

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

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

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

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

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

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

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

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

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

DATED this 9th day of January, 2023.

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

- Bidder has carefully examined and read the ITB and all related documents in their entirety.
- The person signing the Contract proposal on behalf of Bidder is fully authorized to execute the Contract and bind Bidder to all of the terms and provisions of the Contract.
- Bidders has provided a list of client references
- Bidder has fully completed the entire Contract form
- Bidder has submitted a certified check or bid bond, as required by the Instructions to Bidders (see *Preparation of Contract Proposals* section on Instructions to Bidder page)
- Bidder has checked the City's website for any addenda issued in connection with this ITB, hereby acknowledges receipt of Addenda Nos. None [BIDDERS MUST INSERT ALL ADDENDA NUMBERS], has attached these addenda to Bidder's contract proposal, and acknowledges and agrees that, if Bidder's contract proposal is accepted, these addenda will be incorporated into the Contract and will be binding upon Bidder.
- Bidder has submitted its Contract proposal in a sealed envelope that bears the full legal name of Bidder and the name of the Contract.

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

Vendor's Name: CORE + MAIN LP

Doing Business As (if different): _____

Signature of Vendor or Authorized Agent: Mark Hannon

(corporate seal) Printed Name: MARK HANNON
(if corporation) Title/Position: SALES MANAGER

Vendor's Business Address: 3415 OHIO
ST CHARLES ILL 60174

Vendor's Business Telephone: 630-665-1800 Facsimile: 630-665-1887

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

NAME	TITLE	ADDRESS
<u>Steve LeGair</u>	<u>CEO</u>	<u>ST- LOUIS MO</u>
<u>Mark Witkowski</u>	<u>CEO</u>	<u>ST- LOUIS MO</u>
<u>Jach Schaller</u>	<u>President</u>	<u>ST- LOUIS MO</u>

ACCEPTANCE

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

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

CITY OF DES PLAINES

By: _____

Printed Name: Michael G. Bartholomew

Title: City Manager

APPROVED AS TO FORM ONLY

Des Plaines General Counsel

Dated



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: February 2, 2023
 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: Oakton St. Side Path Project – Joint Funding Agreement Amendment No. 1

Issue: The Joint Funding Agreement for the Illinois Transportation Enhancement Program (ITEP) grant with the Illinois Department of Transportation (IDOT) for construction of the Oakton Street Side Path Project was approved via Resolution R-13-23 by the City Council at its January 3, 2023 meeting. The project was bid by IDOT on January 20, 2023, so the agreement requires amendment to reflect the favorable low bid result for construction of the project.

Analysis: The original Joint Funding Agreement was based on an estimated cost of construction of \$3,192,601 due to inflation and anticipated material shortages and supply chain issues. However, the low bid result from the January 20, 2023 letting was only \$2,137,249.50, submitted by Dunnet Bay Construction, a responsible and qualified bidder. Therefore, the construction cost to the City will be \$392,337.00 (18% share) rather than \$1,447,688.50 (43% share) as shown on the original agreement.

The scope of work for the project includes a 2,100’ long by 10’ wide side path along the north side of Oakton Street from Des Plaines River Road and across the Oakton Street Bridge to the Des Plaines River Trail as shown in Exhibit A. This would create a connection between TIF #8 on Oakton Street and the Des Plaines River Trail.

We had initially looked for additional federal funding grants given the original high construction cost estimate. However, due to those application deadlines being March 31st of this year, we would not be able to obtain additional grant funding to construct this project prior to the project completion deadline in 2024 required on this ITEP grant. In other words, we would jeopardize the ITEP grant. Also, any additional grant funding would be at an 80% Federal cost share.

Recommendation: We recommend approval of the *Local Public Agency Amendment No. 1* with IDOT. Given the recent IDOT bid results, the total local construction cost to the City is a not-to-exceed amount of \$392,337.00.

Source of funding would be the 2023 Capital Projects fund balance. It should be noted that the construction engineering agreement in the amount of \$158,625 was approved at the January 3, 2023 City Council meeting.

Attachments:

Resolution R-51-23

Exhibit A – Local Public Agency Amendment No. 1

CITY OF DES PLAINES

RESOLUTION R - 51 - 23

A RESOLUTION APPROVING AMENDMENT NO. 1 TO LOCAL AGENCY AGREEMENT WITH IDOT IN CONNECTION WITH THE CONSTRUCTION OF THE OAKTON STREET SIDEPATH PROJECT.

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

WHEREAS, the City was awarded \$1,903,538 in Illinois Transportation Enhancement Program ("**ITEP**") grant funding for Phase I engineering, Phase II engineering, construction engineering, and construction of the Oakton Street Sidepath Project ("**Project**"); and

WHEREAS, the Phase I and Phase II engineering for the Project is complete and the City desires to commence the construction phase of the Project ("**Construction Phase**"); and

WHEREAS, in order to begin the Construction Phase for the Project and receive the ITEP funds, the Illinois Department of Transportation ("**IDOT**") requires that the City enter into: (i) a Joint Funding Agreement for State-Let Construction Work with IDOT setting forth the rights and responsibilities of the City and IDOT in connection with the completion of the Project ("**Joint Funding Agreement**"); and

WHEREAS, on January 3, 2023, the City Council adopted Resolution No. R-13-23, approving the Joint Funding Agreement with estimated Construction Phase costs and division of costs; and

WHEREAS, the Construction Phase work was let by the State on January 20, 2023; and

WHEREAS, in order to accurately reflect the bid pricing received, the Joint Funding Agreement must be amended to reflect the following divisions of cost: \$1,395,930 of the cost of the Construction Phase of the Project will be paid using federal funds ("**Federal Share**"), \$348,982.50 of the cost of the Construction Phase of the Project will be paid using state funds ("**State Share**"), and the remaining \$392,337 of the cost of the Construction Phase of the Project will be paid by the City ("**City Share**"), collectively ("**Joint Funding Agreement Amendment No. 1**"); and

WHEREAS, the City has appropriated sufficient funds in the Capital Projects Fund for use by the Department of Public Works and Engineering during the 2023 fiscal year to pay the City Share of the cost of the Construction Phase of the Project; and

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

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

SECTION 1: APPROVAL OF JOINT FUNDING AGREEMENT AMENDMENT NO. 1. The City Council hereby approves the Joint Funding 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 2: AUTHORIZATION TO EXECUTE JOINT FUNDING AGREEMENT AMENDMENT NO. 1. The City Council hereby authorizes and directs the Mayor and the City Clerk to execute and seal, on behalf of the City, the final Joint Funding Agreement.

SECTION 3: AUTHORIZATION TO PAY CITY SHARE. The City Council hereby authorizes the City Manager and the Director of Finance to pay the City Share of the Project costs in accordance with Joint Funding Agreement Amendment No. 1.

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

PASSED this ___ day of _____, 2023.

APPROVED this ___ day of _____, 2023.

VOTE: AYES _____ NAYS _____ ABSENT _____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel



LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
City of Des Plaines	Cook	20-00224-00-BT

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
ITEP/STATE	143004	CMAP	03-20-0030

Construction on State Letting Construction Local Letting Day Labor Local Administered Engineering Right-of-Way

Construction		Engineering		Right of Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-042-22	0E4U(312)				

Reason for modification of original Agreement

Transfer funds from Construction Engineering to Construction.

This amended Agreement, hereinafter referred to as "Amendment" is made and entered to in between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The LPA and STATE agree to revise the original Agreement by execution of this Amendment.

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
			From	To
Oakton Street	FAU 1332A	0.42 miles	03.27	03.69

Location Termini

River Road to Des Plaines River Trail

Current Jurisdiction	Existing Structure Number(s)	Add Location
City of Des Plaines		Remove

LOCAL PUBLIC AGENCY APPROPRIATION

For Amendments Increasing the LPA share: By execution of this Amendment, the LPA attests that additional moneys have been appropriated or reserved by resolution or ordinance to fund the additional share of LPA project costs. A copy of the resolution or ordinance is attached as an addendum (required for increases to state-let contracts only).

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Amendment.

<input checked="" type="checkbox"/>	1.	Location Map
<input checked="" type="checkbox"/>	2.	Division of Cost
<input checked="" type="checkbox"/>	3.	GATA Reporting

BE IT MUTUALLY AGREED that all remaining provisions of the original agreement not altered by the **Amendment** shall remain in full force and effect and the **Amendment** shall be binding upon the inure to the benefit of the parties hereto, their successor and assigns.

The **LPA** further agrees as a condition of payment, that it accepts and will comply with the application provisions set forth in this **Amendment** and all addenda indicated above.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Andrew Goczkowski

Title of Official

Mayor

Signature & Date

The above signature certifies the agency's TIN number is

36-600584 conducting business as a Governmental Entity.

DUNS Number 074499668

UEI DAS9KV9SMXV3

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation Signature & Date

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets Signature & Date

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer Signature & Date

Yangsung Kim, Chief Counsel Signature & Date

Vicki Wilson, Chief Fiscal Officer Signature & Date

NOTE: if the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

ADDENDA NUMBER 2

Local Public Agency City of Des Plaines	County Cook	Section Number 20-00224-00-BT
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Construction	Engineering	Right of Way
Job Number C-91-042-22	Project Number 0E4U(312)	Job Number
	Project Number 	Project Number

ORIGINAL DIVISION OF COST (ODC)

Type of Work	Federal Funds			State Funds			Local Public Agency Funds			Totals	
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%		
Participating Construction	ITEP	\$1,269,030.00	*	State Funds	\$317,257.50	*	Local	\$1,447,688.50	BAL	\$3,033,976.00	
Construction Engineering	ITEP	\$126,900.00		State Funds	\$31,725.00					\$158,625.00	
ODC Federal Funds		\$1,395,930.00		ODC State Funds		\$348,982.50	ODC LPA Funds		\$1,447,688.50	Total	\$3,192,601.00

AMENDMENT # 1

Type of Work	Federal Funds			State Funds			Local Public Agency Funds			Work Totals	
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%		
Participating Construction	ITEP	\$126,900.00	*	State Funds	\$31,725.00	*	Local	(\$1,055,351.50)	BAL	(\$896,726.50)	
Construction Engineering	ITEP	(\$126,900.00)	*	State Funds	(\$31,725.00)	*	Local	\$158,625.00	100%	\$0.00	
Federal Funds Amendment # 1		\$0.00		State Funds Amendment # 1		\$0.00	LPA Funds Amendment # 1		(\$896,726.50)	Total	(\$896,726.50)
Add Amendment	Remove Amendment										

Total Federal Funds	\$1,395,930.00	Total State Funds	\$348,982.50	Total LPA Funds	\$550,962.00	TOTAL	\$2,295,874.50
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CUMULATIVE DIVISION OF COST (CDC)

Type of Work	Federal Funds			State Funds			Local Public Agency Funds			Totals	
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%		
Participating Construction	ITEP	\$1,395,930.00	*	State Funds	\$348,982.50	*	Local	\$392,337.00	BAL	\$2,137,249.50	
Construction Engineering	ITEP	\$0.00		State Funds	\$0.00		Local	\$158,625.00	100%	\$158,625.00	
CDC Federal Funds		\$1,395,930.00		CDC State Funds		\$348,982.50	CDC LPA Funds		\$550,962.00	Total	\$2,295,874.50

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

Federal ITEP funding for CON/CE 80% NTE \$1,395,930
 State Matching Assistance for CON/CE NTE \$348,982.50

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.



Addenda Number 3

Grant Accountability and Transparency Act (GATA)


Required Uniform Reporting

The Grant Accountability and Transparency Act (30 ILCS 708), requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's [BoBS 2832](#) form available on IDOT's web page under the "Resources" tab.

Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

PLEASE NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "*Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports*" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx>)

MEMORANDUM

Date: January 13, 2023
To: Michael G. Bartholomew, City Manager
From: Dave Anderson, Chief of Police 
Subject: Flock Group Inc. License Plate Reader System

Issue: Recent Crime trends involve the use of stolen cars or license plates to conceal offenders' identities. Automated License Plate Reader (APLR) Camera systems assist officers in identifying specific vehicles used in crimes in real time which can improve the outcome of investigations.

Analysis: The Flock Safety program is an ALPR camera program that assists with investigations. The system comes with ten (10) cameras that will be placed in strategic locations in our community. The Flock Safety program is currently being used by several surrounding communities, including River's Casino, and will allow us instant access to their data and cameras. Additionally, the police department can create a list of license plates suspected to be involved with ongoing criminal activity. The Flock System will alert the department when the suspected vehicle passes by one of our cameras, or a camera being used by another community with the Flock Safety system. This system will not only assist our department in investigations but will also help prevent crime from occurring in our community. The Flock Safety program is updated daily with NCIC information including stolen vehicles, wanted subjects, and stolen license plates.

Due to interagency communications and operational standardization with surrounding agencies that are utilizing the Flock Safety Program, staff is asking that bid procedures be waived.

Recommendation: I recommend that the City Council approve entering into a 2-year agreement with Flock Group Inc., 1170 Howell Mill Rad, NW Suite 210, Atlanta GA 30318, at a cost not to exceed \$61,300.00. This expense was budgeted for in the 2023 Budget.

Attachments:

Resolution R-53-23

Exhibit A- Flock Group Inc Service Agreement

CITY OF DES PLAINES

RESOLUTION R - 53 - 23

A RESOLUTION APPROVING AN AGREEMENT WITH FLOCK GROUP, INC. FOR THE INSTALLATION AND MAINTENANCE OF LICENSE PLATE RECOGNITION CAMERAS.

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 ordinances; and

WHEREAS, the City has budgeted sufficient funds in the 2023 fiscal year for the installation of 10 license plate recognition cameras at locations throughout the City (collectively, “*Cameras*”); and

WHEREAS, Flock Group, Inc. (“*Flock*”) submitted a proposal for the installation and maintenance of the Cameras and the services necessary to store and access the license plate data generated by the Cameras for a two-year term (collectively, “*Camera Services*”) in the amount of \$61,300.00; and

WHEREAS, Flock has provided Cameras and Camera Services for many area municipalities and, therefore, is able to provide the City access to regional license plate data; and

WHEREAS, the City desires to enter into a two-year agreement with Flock for the Cameras and Camera Services in an amount not to exceed \$61,300.00 (“*Agreement*”); and

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

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. To the extent that competitive bids are required to be solicited for the procurement of the Cameras and Camera Services, that requirement is hereby waived.

SECTION 3: APPROVAL OF AGREEMENT. The Agreement with Flock in the amount of \$61,300 is approved in the form attached to this Resolution as **Exhibit A**.

SECTION 4: EXECUTION. . The City Council hereby authorizes and directs the City Manager to execute, on behalf of the City, the final Agreement only after receipt by the City

Administrator of at least two executed copies of the Agreement from Flock; provided, however, that if the City does not receive such executed copies of the Agreement from Flock 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 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 _____, 2023.

APPROVED this ____ day of _____, 2023.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Agreement with Flock Group Inc. for License Plate Recognition Cameras 2023

**FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM**

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. (“**Flock**”) and the customer identified below (“**Agency**”) (each of Flock and Customer, a ”**Party**”). This order form (“**Order Form**”) hereby incorporates and includes the “GOVERNMENT AGENCY AGREEMENT” attached (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the “**Effective Date**”).

Agency: -City of Des Plaines, IL Legal Entity Name: \FSLegalEntityName{r}\	Contact Name: David Anderson
Address: 1420 Miner St Des Plaines, Illinois 60016	Phone: (847) 391-5400 E-Mail: dwanderson@desplaines.org
Expected Payment Method: \FSExpectedPaymentMethod1\	Billing Contact: \FSBillingContact1\ (if different than above)

Initial Term: 24 months Renewal Term: 24 months	Billing Term: Annual payment due Net 30 per terms and conditions
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Professional Services and One-Time Purchases

Name	Price/Usage Fee	QTY	Subtotal
Professional Services - Standard Implementation Fee	\$350.00	3.00	\$1,050.00
Professional Services - Advanced Implementation Fee	\$750.00	7.00	\$5,250.00

Hardware and Software Products

Annual recurring amounts over subscription term

Name	Price/Usage Fee	QTY	Subtotal
Falcon	\$2,500.00	10.00	\$25,000.00
Flock Safety Advanced Search	\$2,500.00	1.00	\$2,500.00

Subtotal Year 1:	\$33,800.00
Subscription Term:	24 Months
Annual Recurring Total:	\$27,500.00
Estimated Sales Tax:	\$0.00
Total Contract Amount:	\$61,300.00

I have reviewed and agree to the Customer Implementation Guide on Schedule B at the end of this agreement.

\FSInitials1\

By executing this Order Form, Agency represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Agency: IL - Des Plaines PD

By: _____
 \FSSignature2\

By: _____
 \FSSignature1\

Name: _____
 \FSFullname2\

Name: _____
 \FSFullname1\

Title: _____
 \FSTitle2\

Title: _____
 \FSTitle1\

Date: _____
 \FSDateSigned2\

Date: _____
 \FSDateSigned1\

flock safety

GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the municipality identified in the signature block of the Order Form (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution for automatic license plates, video and audio detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Services are capable of capturing audio, video, image, and recording data and can provide notifications to Agency upon the instructions of Non-Agency End User (as defined below) (“**Notifications**”);

WHEREAS, Agency desires access to the Flock Service on-Flock -provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from Non-Agency End Users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners’ associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, excluding Wing Replay which is deleted after seven (7) days. Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, missing person situations, public emergencies, law enforcement purposes, and archiving for evidence gathering (collectively, “**Permitted Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Agency agree that this Agreement, and any addenda attached hereto or referenced herein, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1 DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 -“*Advanced Search*” means the provision of Services, via the web interface using Flock’s software applications, which utilize advanced evidence delivery capabilities including convoy analysis, multi-geo search, visual search, cradlepoint integration for automatic vehicle location, and common plate analysis.

1.2 -“*Agency Data*” means the data, media and content captured by Flock or Flock serviced cameras, and transferred to Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.3 -“*Agency Generated Data*” means the messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, other information or materials posted, uploaded, displayed, published, distributed, transmitted, broadcasted, or otherwise made available on or submitted through the Wing Suite.

1.4 -“*Agency Hardware*” means the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 -“*Aggregated Data*” means information that relates to a group or category of individuals, from which any potential individuals’ personal identifying information has been permanently “anonymized” by commercially available standards to irreversibly alter data in such a way that a data subject (i.e., individual person or impersonal entity) can no longer be identified directly or indirectly.

1.6 -“*Authorized End User(s)*” means any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.7 -“*Deployment Plan*” means the strategic geographic mapping of the location(s) and implementation of Flock Hardware, and/or other relevant Services required under this Agreement.

1.8 -“*Documentation*” means text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.9 -“*Embedded Software*” means the software and/or firmware embedded or preinstalled on the Flock Hardware or Agency Hardware.

1.10 -“*Falcon Flex*” means an infrastructure-free, location-flexible license plate reader camera that enables the Agency to self-install.

1.11 -“*Flock Hardware*” means the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services.

1.12 -“*Flock IP*” means the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.13 -“*Flock Safety Falcon™*” means an infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

- 1.14 -“*Flock Safety Raven™*” means an audio detection device that provides real-time alerting to law enforcement based on programmed audio events such as gunshots, breaking glass, and street racing.
- 1.15 -“*Flock Safety Sparrow™*” means an infrastructure-free license plate reader camera for residential roadways that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.
- 1.16 -“*Footage*” means still images, video, audio and other data captured by the Flock Hardware or Agency Hardware in the course of and provided via the Services.
- 1.17 -“*Hotlist(s)*” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e. NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.
- 1.18 -“*Implementation Fee(s)*” means the monetary fees associated with the Installation Services, as defined in Section 1.19 below.
- 1.19 -“*Installation Services*” means the services provided by Flock for installation of Agency Hardware and/or Flock Hardware, including any applicable installation of Embedded Software on Agency Hardware.
- 1.20 -“*Non-Agency End User(s)*” means any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.
- 1.21 -“*Services*” or “*Flock Services*” means the provision, via the Web Interface, of Flock’s software applications for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.
- 1.22 -“*Support Services*” means Monitoring Services, as defined in Section 2.10 below.
- 1.23 -“*Usage Fee*” means the subscription fees to be paid by the Agency for ongoing access to Services.
- 1.24 -“*Web Interface*” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services, in accordance with the terms of this Agreement.
- 1.25 -“*Wing Suite*” means the Flock interface which provides real-time access to the Flock Services, location of Flock Hardware, Agency Hardware, third-party cameras, live-stream video, Wing Livestream, Wing LPR, Wing Replay, alerts and other integrations.

- 1.26 -“*Wing Livestream*” means real-time video integration with third-party cameras via the Flock interface.
- 1.27 -“*Wing LPR*” means software integration with third-party cameras utilizing Flock’s Vehicle Fingerprint Technology™ for license plate capture.
- 1.28 -“*Wing Replay*” means enhanced situational awareness encompassing Footage retention, replay ability, and downloadable content from Hot Lists integrated from third-party cameras.
- 1.29 -“*Vehicle Fingerprint*™” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

2 SERVICES AND SUPPORT

2.1 Provision of Access. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the Order Form, and any Authorized End Users to access and download via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username (“*User ID*”). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage) which makes the Services available to Agency and Authorized End Users. Warranties provided by said third party service providers are the agency’s sole and exclusive remedy and Flock’s sole and exclusive liability with regard to such third-party services, including without limitation hosting the Web Interface. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Flock Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Term in connection with its use of the Services as contemplated herein, and under Section 2.5 below.

2.4 Wing Suite License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Wing Suite software and interface.

2.5 Usage Restrictions.

2.5.1 ———**Flock IP.** The Agency shall only use Flock Hardware, Agency Hardware, Documentation, Services, support, and Flock IP for the Permitted Purpose. Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Flock Hardware, Documentation, or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Agency's rights under Sections 2.1, 2.2, 2.3, or 2.4.

2.5.2 ———**Flock Hardware.** Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Except for Falcon Flex products, which are designed for self-installation, Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.5.2, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

2.6 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.7 Suspension.

2.7.1 **Service Suspension.** Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP by Agency; (b) Agency's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Agency's account— ("**Service Suspension**"). Agency shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Agency, the Term will be tolled by the duration of the Service Suspension.

2.7.2 **Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Agency and to provide updates regarding resumption of access to Flock Services. Flock will use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Agency or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency's account that have been impacted. For example, in the event of a Service Interruption lasting five (5) continuous days, Agency will receive a credit for five (5) free days at the end of the Term.

2.8 Installation Services.

2.8.1 **Designated Locations.** For installation of Flock Hardware, excluding Falcon Flex products, prior to performing the physical installation of the Flock Hardware, Flock shall advise Agency on the location and positioning of the Flock Hardware for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Flock Hardware ("**Designated Location**") and collaborate with Agency to design the Deployment Plan confirming the Designated Locations. Flock

shall have final discretion on location of Flock Hardware. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to a delay in installation due to Agency's delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. After installation, any subsequent changes to the Deployment Plan ("**Reinstalls**") will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment fees. For clarity, Agency will receive prior notice and provide approval for any such fees. These changes include but are not limited to re-positioning, adjusting of the mounting, re-angling, removing foliage, replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock shall have full discretion on decision to reinstall Flock Hardware.

2.8.2 Agency Installation Obligations. Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations on Agency-owned property at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although Flock Hardware is designed to utilize solar power, certain Designated Locations may require a reliable source of 120V or 240V AC power. In the event adequate solar power is not available, Agency is solely responsible for costs associated with providing a reliable source of 120V or 240V AC power to Flock Hardware. Flock will provide solar options to supply power at each Designated Location. If Agency refuses recommended solar options, Agency waives any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar power. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state, or local taxes including property, license, privilege, sales, use, excise, gross receipts, or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Flock Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Flock Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment, or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency ("**Agency Installation Obligations**"). In the event that a Designated Location for Flock Hardware requires permits, Flock may provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Flock Hardware from the temporary alternate location to the permitted location at no additional cost. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has all necessary right title

and authority and hereby authorizes Flock to install the Flock Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.8.3 **Flock's Obligations.** Installation of Flock Hardware shall be installed and maintained in a workmanlike manner, free from any liens, and using new Flock Hardware, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Flock shall repair any damage that it causes during installation. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Following the initial installation of the Flock Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of Flock Hardware for the length of the Term and will receive access to the Footage for a period of seven (7) business days after the initial installation for quality control and provide any necessary maintenance. Labor may be provided by Flock or a third-party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware. Notwithstanding anything to the contrary, Agency understands that Flock will not provide installation services for Falcon Flex products.

2.8.4 **Ownership of Hardware.** Flock Hardware shall remain the personal property of Flock and will be removed within four weeks, if commercially reasonable, of the natural expiration or termination of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Agency default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion, provided that it first provide Agency 30 days' notice to cure such default. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.9 **Hazardous Conditions.** Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

2.10 **Support Services.** Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("*Monitoring Services*"). Flock will use commercially reasonable efforts to respond to requests for support. Flock will provide Agency with

reasonable technical and on-site support and maintenance services (“*On-Site Services*”) in-person or by email at support@flocksafety.com, at no additional cost. Notwithstanding anything to the contrary, Agency is solely responsible for installation of Falcon Flex products. Agency further understands and agrees that Flock will not provide monitoring services or on-site services for Falcon Flex.

2.11 Special Terms. From time to time, Flock may offer certain special terms related to guarantees, service and support which are indicated in the proposal and on the Order Form and will become part of this Agreement, upon Agency’s prior written consent (“*Special Terms*”). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.12 Upgrades to Platform. Flock may, in its sole discretion, make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock’s products or services to its agencies, (b) the competitive strength of, or market for, Flock’s products or services, (c) such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not materially change any terms or conditions within this Agreement.

3 RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Flock will assist Agency Authorized End Users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person’s name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone and must protect the security of its account and password. Unless otherwise stated and defined in this Agreement, Agency may not designate Authorized End Users for persons who are not officers, employees, or agents of Agency. Authorized End Users shall only use Agency-issued email addresses for the creation of their User ID. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Services-only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Agency’s use of the Services, Flock may do so and may prohibit any use of the Services that Flock reasonably determines is in violation of the foregoing.

4 ~~4~~-CONFIDENTIALITY; AGENCY DATA

4.1 Confidentiality. To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the “*Receiving Party*”) understands that the other Party (the “*Disclosing Party*”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “*Proprietary Information*” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Flock Hardware or Agency Hardware, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors . The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event will a Party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information unless disclosure of such Proprietary Information is required by law. Flock’s use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Flock may store deleted Footage in order to comply with certain legal obligations, but such retained Footage will not be retrievable without a valid court order.

4.2 Agency Data. As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to (i) use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.10 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Data as a part of the Aggregated Data, (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring for elected law enforcement Hotlists as well as provide Footage search access to law enforcement for investigative purposes only, and (iii) and obtain Aggregated Data as set forth below in Section 4.5. Flock agrees that it may use the Footage generated from

Flock Hardware within the boundaries of the Agency that is not Agency Data only: (i) to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.10 above; (ii) as part of the Aggregated Data; (iii) to enable law enforcement monitoring for elected law enforcement Hotlists as well as provide Footage search access to law enforcement for investigative purposes only; and (iv) and obtain Aggregated Data as set forth below in Section 4.5. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion. Notwithstanding the foregoing, Flock automatically deletes Wing Replay after seven (7) days, during which time Agency may view, save and/or transmit such data to the relevant government agency prior to deletion. Flock does not own Agency Data. Flock may not sell any Agency Data or Footage generated from Flock Hardware within the boundaries of the Agency.

4.3 Agency Generated Data in Wing Suite. Parties understand that Flock does not own any right, title, or interest to third-party video integrated into the Wing Suite. Flock may provide Agency with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Wing Suite, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Agency. Agency shall retain whatever legally cognizable right, title, and interest that Agency has in Agency Generated Data. Agency understands and acknowledges that Flock has no obligation to monitor or enforce Agency's intellectual property rights to Agency Generated Data. To the extent legally permissible, Agency grants Flock a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Generated Data for the sole purpose of providing Flock Services. Flock does not own and shall not sell Agency Generated Data.

4.4 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.5 Aggregated Data. Flock shall have the right to collect, analyze, and anonymize Agency Data and Agency Generated Data to create Aggregated Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right (during and after the Term hereof) to use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts. Parties understand that the aforementioned license is required for continuity

of Services. No rights or licenses are granted except as expressly set forth herein. Flock shall not sell Aggregated Data.

5 PAYMENT OF FEES

5.1

5.1.1 **Software Product Fees.** For Order Forms listing Wing Suite, Advanced Search and other software-only products, Agency will pay Flock the fees for the Initial Term (as described on the Order Form attached hereto) on or before the 30th day from the date of invoice. For any Renewal Terms, Agency shall pay invoice on or before the 30th day from the date of renewal invoice.

5.1.2 **Hardware Product Fees.** For Order Forms listing Falcon, Sparrow, Raven and Falcon Flex products, Agency will pay Flock fifty percent (50%) of the fees for the Initial Term as set forth on the Order Form on or before the 30th day from date of invoice. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of total fees, and Agency shall pay on or before 30th day following date of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30th day following date of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For any Renewal Terms, Agency shall pay the total invoice on or before the 30th day from the date of renewal invoice.

5.2 **Notice of Changes to Fees.** Flock reserves the right to change the fees or applicable charges and to institute new charges and fees on subsequent terms by providing sixty (60) days' notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email).

5.3 **Invoicing, Late Fees; Taxes.** Flock may choose to bill through an invoice, in which case, full payment for invoices must be received by Flock thirty (30) days after the receipt of invoice. If Agency is a non-tax-exempt entity, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income. If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

6 TERM AND TERMINATION

6.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form and shall commence at the time outlined in this section below (the "*Term*"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of

one year or the length set forth on the Order Form (each, a “*Renewal Term*”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

- a. For Wing Suite products: the Term shall commence upon execution of this Agreement and continue for one (1) year, after which, the Term may be extended by mutual consent of the Parties, unless terminated by either Party.
- b. For Falcon and Sparrow products: the Term shall commence upon first installation and validation of Flock Hardware.
- c. For Raven products: the Term shall commence upon first installation and validation of Flock Hardware.
- d. For Falcon Flex products: the Term shall commence upon execution of this Agreement.
- e. For Advanced Search products: the Term shall commence upon execution of this Agreement.

6.2 Termination for Convenience. At any time during the agreed upon Term, either Party may terminate this Agreement for convenience. Termination for convenience of the Agreement by the Agency will be effective immediately. Termination for convenience by Agency will result in a one-time removal fee of \$500 per Flock Hardware. Termination for convenience by Flock will not result in any removal fees. Upon termination for convenience, a refund will be provided for Flock Hardware, prorated for any fees for the remaining Term length set forth previously. Wing Suite products and Advanced Search are not subject to refund for early termination. Flock will provide advanced written notice and remove all Flock Hardware at Flock’s own convenience, within a commercially reasonable period of time upon termination. Agency’s termination of this Agreement for Flock’s material breach of this Agreement shall not be considered a termination for convenience for the purposes of this Section 6.2.

6.3 Termination. Notwithstanding the termination provisions in Section 2.5.2, in the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period. Either Party may terminate this Agreement, without notice, (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party’s making an assignment for the benefit of creditors, or (iii) upon the other Party’s dissolution or ceasing to do business. Upon termination for Flock’s material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

6.4 No-Fee Term. Flock will provide Agency with complimentary access to Hotlist alerts, as further described in Section 4.2 (“*No-Fee Term*”). In the event a Non-Agency End User grants Agency access to Footage and/or notifications from a Non-Agency End User, Agency will have access to Non-Agency End User Footage and/or notifications until deletion, subject to a thirty (30) day retention policy for all products except Wing Replay, which is subject to a seven (7) day retention policy. Flock may, in their sole discretion, provide access or immediately terminate the No-Fee Term. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion,

can determine to impose a price per No-Fee Term upon thirty (30) days' notice to Agency. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

6.5 Survival. The following Sections will survive termination: 2.5, 2.6, 3, 4, 5, 6.4, 7.3, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 9.6.

7 REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Flock Hardware or Embedded Software (a "*Defect*"), Agency must notify Flock's technical support as described in Section 2.10 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Flock Hardware provided that such inspection and test shall occur within a commercially reasonable time, but no longer than seven (7) business days after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Flock Hardware at no additional cost to Agency. Absent a Defect, in the event that Flock Hardware is lost, stolen, or damaged, Agency may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Flock Hardware, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Flock Hardware and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Flock Hardware or Agency Hardware.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 if Agency has misused the Flock Hardware, Agency Hardware, or Service in any manner.

7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR

PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

7.5 Insurance. Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock's business risk. Certificates of Insurance can be provided upon request.

7.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions. Force Majeure includes the novel coronavirus Covid-19 pandemic, and the potential spread of variants, which is ongoing as of the date of the execution of this Agreement.

8 LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

~~8.2~~ THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO: (I) ANY BREACH OF THIS AGREEMENT BY FLOCK; AND (II) THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF FLOCK.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.4 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.4 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complementary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees.

9 MISCELLANEOUS

9.1 Compliance With Laws. Both Parties agree to comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s). In the event Flock is legally compelled to comply with a judicial order, subpoena, or government mandate, to disclose Agency Data or Agency Generated Data, Flock will provide Agency with notice.

9.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

9.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

9.4 Entire Agreement. This Agreement, together with the Order Form(s), the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>), Deployment Plan(s), and any attached addenda are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail.

9.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever. Flock shall at all times be and act as an independent contractor.

9.6 Governing Law; Venue. This Agreement shall be governed by the laws of the State in which the Agency is located. The Parties hereto agree that venue for any claims between the Parties shall be in the courts of the State of which the Agency is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

9.7 Publicity. Upon prior consent from Agency, Flock may reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

9.8 Export. Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

9.9 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

9.10 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

9.11 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210
ATLANTA, GA 30318
ATTN: LEGAL DEPARTMENT
EMAIL: legal@flocksafety.com

AGENCY NOTICES ADDRESS:

ADDRESS:
/FlockAgencyNoticeAddress1/

ATTN: /FlockAgencyNoticeAttention1/
EMAIL: /FlockAgencyNoticeEmail1/

POLICE DEPARTMENT

1420 Miner Street

Des Plaines, IL 60016

P: 847.391.5400


desplaines.org



MEMORANDUM

Date: January 19, 2023

To: Michael G. Bartholomew, City Manager

From: Dave Anderson, Chief of Police 

Subject: Axon Enterprises Taser 7 Basic Bundle

Issue: The Des Plaines Police Department has successfully deployed Axon Enterprises Tasers as less lethal electronic weapons for several years. Axon Enterprises have gone through several generations of Taser designs and models. The Police department is currently deploying 2 models of Tasers on the street. This increases the cost and personnel hours to meet the training requirements of each model. Additionally, our two older Taser models have been discontinued and are no longer supported by Axon Enterprises making maintenance on them impossible.

Analysis: Axon Enterprises is now offering a subscription-based program. This program includes upgrading all of our Tasers to the newest generation and supplying us with all the accessories necessary to administer the program. The accessories offered include holsters, battery packs, recharging and downloading docking bays, and cartridges. Additionally, any Taser replacements or repairs are covered under the program. Participating in this program will not only update our Tasers but will also eliminate any future maintenance costs and standardize our Taser training.

Due to Axon Enterprises being the only manufacturer of electronic control weapons, staff is asking that the bid procedures be waived for a 5-year subscription agreement.

Recommendation: I recommend that the City Council approve entering into a 5-year agreement with Axon Enterprise, Inc., 17800 N 85th St. Scottsdale, Arizona 85255, at a cost not to exceed \$48,706.00 Funds for this purchase will be taken from Asset Forfeiture.

Attachments:

Resolution R-54-23

Attachment 1- Axon Taser 7 Basic Bundle

Attachment 2- Axon Master Agreement

Attachment 3- Axon Sole Source Letter

CITY OF DES PLAINES

RESOLUTION R - 54 - 23

A RESOLUTION APPROVING AN AGREEMENT WITH AXON ENTERPRISE, INC. FOR TASERS AND RELATED 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's Police Department currently uses two different models of taser that were purchased from, and manufactured by, Axon Enterprise, Inc. ("**Vendor**"), which models are no longer being supported by Vendor and cannot be repaired; and

WHEREAS, the City appropriated funds for use by the Police Department during the 2023 fiscal year for the purchase all new tasers from Vendor in order to update and standardize the equipment used by the Department, which will reduce necessary training time; and

WHEREAS, Vendor offers a subscription program pursuant to which it supplies the tasers and accessories (collectively, "**Tasers**") and repair and replacement services for the Tasers (collectively, "**Services**"); and

WHEREAS, pursuant to Chapter 10 of Title 1 of the City of Des Plaines City Code and the City's purchasing policy, the City Council has determined that the procurement of the Tasers and the Services is not adapted to award by competitive bidding because the Tasers and Services are only manufactured by and available from Vendor; and

WHEREAS, the City desires to enter into a five-year subscription agreement ("**Agreement**") with Vendor for the procurement of the Tasers and Services in the total not-to-exceed amount of \$48,706.00; and

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

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

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

SECTION 2: APPROVAL OF AGREEMENT. The City Council approves the five-year Agreement with Vendor for the procurement of the Tasers and Services in a total not-to-exceed amount of \$48,706.00 in substantially the form attached to this Resolution as **Exhibit A**, and in a final form approved by the General Counsel.

SECTION 3: 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 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 _____, 2023.

APPROVED this ____ day of _____, 2023.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Agreement with Axon for Tasers



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-406528-44945.608JS

Issued: 01/19/2023

Quote Expiration: 03/31/2023

Estimated Contract Start Date: 03/15/2023

Account Number: 111111

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Business;Delivery;Invoice-1420 Miner St 1420 Miner St Des Plaines, IL 60016-4484 USA	Des Plaines Police Dept. - IL 1420 Miner St Des Plaines, IL 60016-4484 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Jen Skouson Phone: Email: jskouson@axon.com Fax:	Matt Cerasa Phone: 8473915401 Email: mcerasa@desplaines.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$48,706.00
ESTIMATED TOTAL W/ TAX	\$48,706.00

Discount Summary

Average Savings Per Year	\$817.20
TOTAL SAVINGS	\$4,086.00

Payment Summary

Date	Subtotal	Tax	Total
Feb 2023	\$9,741.16	\$0.00	\$9,741.16
Feb 2024	\$9,741.21	\$0.00	\$9,741.21
Feb 2025	\$9,741.21	\$0.00	\$9,741.21
Feb 2026	\$9,741.21	\$0.00	\$9,741.21
Feb 2027	\$9,741.21	\$0.00	\$9,741.21
Total	\$48,706.00	\$0.00	\$48,706.00

Quote Unbundled Price:	\$52,792.00
Quote List Price:	\$48,706.00
Quote Subtotal:	\$48,706.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
T7Basic	2021 Taser 7 Basic Bundle	15	60	\$46.54	\$42.00	\$42.00	\$37,800.00	\$0.00	\$37,800.00
A la Carte Hardware									
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	140			\$38.95	\$38.95	\$5,453.00	\$0.00	\$5,453.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	140			\$38.95	\$38.95	\$5,453.00	\$0.00	\$5,453.00
Total							\$48,706.00	\$0.00	\$48,706.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
2021 Taser 7 Basic Bundle	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	15	02/15/2023
2021 Taser 7 Basic Bundle	20018	TASER 7 BATTERY PACK, TACTICAL	18	02/15/2023
2021 Taser 7 Basic Bundle	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	15	02/15/2023
2021 Taser 7 Basic Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	02/15/2023
2021 Taser 7 Basic Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	02/15/2023
2021 Taser 7 Basic Bundle	74200	TASER 7 6-BAY DOCK AND CORE	1	02/15/2023
2021 Taser 7 Basic Bundle	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	02/15/2023
2021 Taser 7 Basic Bundle	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	02/15/2023
A la Carte	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	140	02/15/2023
A la Carte	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	140	02/15/2023

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 Taser 7 Basic Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	15	03/15/2023	03/14/2028

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 Taser 7 Basic Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	18	02/15/2024	03/14/2028
2021 Taser 7 Basic Bundle	80395	EXT WARRANTY, TASER 7 HANDLE	15	02/15/2024	03/14/2028
2021 Taser 7 Basic Bundle	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	02/15/2024	03/14/2028

Payment Details

Feb 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	140	\$1,090.60	\$0.00	\$1,090.60
Year 1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	140	\$1,090.60	\$0.00	\$1,090.60
Year 1	T7Basic	2021 Taser 7 Basic Bundle	15	\$7,559.96	\$0.00	\$7,559.96
Total				\$9,741.16	\$0.00	\$9,741.16

Feb 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	140	\$1,090.60	\$0.00	\$1,090.60
Year 2	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	140	\$1,090.60	\$0.00	\$1,090.60
Year 2	T7Basic	2021 Taser 7 Basic Bundle	15	\$7,560.01	\$0.00	\$7,560.01
Total				\$9,741.21	\$0.00	\$9,741.21

Feb 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	140	\$1,090.60	\$0.00	\$1,090.60
Year 3	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	140	\$1,090.60	\$0.00	\$1,090.60
Year 3	T7Basic	2021 Taser 7 Basic Bundle	15	\$7,560.01	\$0.00	\$7,560.01
Total				\$9,741.21	\$0.00	\$9,741.21

Feb 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	140	\$1,090.60	\$0.00	\$1,090.60
Year 4	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	140	\$1,090.60	\$0.00	\$1,090.60
Year 4	T7Basic	2021 Taser 7 Basic Bundle	15	\$7,560.01	\$0.00	\$7,560.01
Total				\$9,741.21	\$0.00	\$9,741.21

Feb 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	140	\$1,090.60	\$0.00	\$1,090.60
Year 5	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	140	\$1,090.60	\$0.00	\$1,090.60
Year 5	T7Basic	2021 Taser 7 Basic Bundle	15	\$7,560.01	\$0.00	\$7,560.01
Total				\$9,741.21	\$0.00	\$9,741.21

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

1/19/2023



This Master Services and Purchasing Agreement (“**Agreement**”) is between Axon Enterprise, Inc., a Delaware corporation (“**Axon**”), and the agency listed below or, if no agency is listed below, the agency on the Quote attached hereto (“**Agency**”). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote (“**Effective Date**”). Axon and Agency are each a “**Party**” and collectively “**Parties**”. This Agreement governs Agency’s purchase and use of the Axon Devices and Services detailed in the Quote Appendix (“**Quote**”). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

- 1.1. “**Axon Cloud Services**” means Axon’s web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. “**Axon Device**” means all hardware provided by Axon under this Agreement.
- 1.3. “**Quote**” means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency’s purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. “**Services**” means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated (“**Term**”).

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote (“**Subscription Term**”).
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years (“**Renewal Term**”). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys’ fees.

4. **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon Axon’s delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

- 7.1. **Limited Warranty; Disclaimer.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency’s receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for 30 months and 90 days, respectively, from the date of Agency’s receipt. Used conducted energy weapon (“**CEW**”) cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. **All software and Axon Cloud Services, are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices, software, and services that are not manufactured, published or performed by Axon (“Third-Party Products”) are not covered by Axon’s warranty and are only subject to the warranties of the third-party provider or manufacturer.**

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- 7.2. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon Manufactured Device or (b) 90-days from the date of repair or replacement.
- 7.2.1. If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.3. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.
- 7.4. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.
- 7.4.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.
- 7.4.2. Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.
- 7.5. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.
- 7.6. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.
- 7.7. **Axon Aid.** Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon, and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "Releasees"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of Axon or any Releasees or otherwise. Agency agrees not to make or bring any such claim against Axon or any other Releasee, and forever release and discharge Axon and all other Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.
8. **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.
9. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.
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10. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
 11. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
 12. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
 13. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
 14. **Indemnification.** Axon will indemnify Agency's officers, directors, and employees ("Agency Indemnitees") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.

Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.

15. **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) a dispute between Agency and a third-party over Agency's use of Axon Devices; (d) to ensure Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
 16. **Termination.**
 - 16.1. **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
 - 16.2. **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
 - 16.3. **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
 17. **Confidentiality. "Confidential Information"** means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5 years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Agency receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.
 18. **General.**
 - 18.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's
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reasonable control.

- 18.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 18.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 18.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 18.5. **Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 18.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 18.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 18.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.
- 18.10. **Governing Law.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 18.11. **Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 18.12. **Entire Agreement.** This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

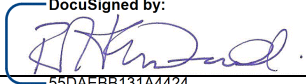
Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:

AGENCY:

Axon Enterprise, Inc.

City of Des Plaines

DocuSigned by:

 Signature: _____
55DAEBB131A4424...

Signature: _____

Name: Robert E. Driscoll, Jr.

Name: _____

Title: VP, Assoc. General Counsel

Title: _____

Date: 1/25/2023 | 8:34 AM MST

Date: _____

Axon Cloud Services Terms of Use Appendix

1. Definitions.

- 1.1. “**Agency Content**” is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.
- 1.2. “**Evidence**” is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.
- 1.3. “**Non-Content Data**” is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.
- 1.4. “**Personal Data**” means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2. **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data (“**TASER Data**”). Agency may not upload non-TASER Data to Axon Evidence Lite.
 3. **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
 4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.
 5. **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.
 - 5.1. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.
 - 5.2. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.
 6. **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
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7. **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.

8. **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.

For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Agency is prohibited from storing data for other law enforcement agencies; and (iii) Agency may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.

9. **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.

10. **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

11. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services. Service Offerings will be subject to the Axon Cloud Services Service Level Agreement, a current version of which is available at <https://www.axon.com/products/axon-evidence/sla>.

12. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

12.1. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon completion of the OSP 7 Term ("**Axon Records Subscription**")

12.2. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

12.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

12.4. Users of Axon Records at the agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Agency exceed an average rate of 100 GB per user per year of uploaded files. Axon will not bill for overages.

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13. **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 13.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 13.2. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - 13.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 13.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 13.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 13.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - 13.7. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
14. **After Termination.** Axon will not delete Agency Content for 90 days following termination. There will be no functionality of Axon Cloud Services during these 90 days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
15. **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
16. **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
17. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("Use Case"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").
 - 2.2. **Expiration of ACEIP Tier 1.** Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Agency into ACEIP Tier 2 until Axon and Agency agree to terms in writing providing for such participation in ACEIP Tier 2.

Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.
2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, Agency must purchase additional days. Axon Full Service options include:

<p>System set up and configuration</p> <ul style="list-style-type: none"> • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Agency need • Register cameras to Agency domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access • One on-site session included
<p>Dock configuration</p> <ul style="list-style-type: none"> • Work with Agency to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Agency • On-site assistance, not to include physical mounting of docks
<p>Best practice implementation planning session</p> <ul style="list-style-type: none"> • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management • Provide referrals of other agencies using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
<p>System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence</p>
<p>Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations</p>
<p>Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies</p>
<p>End user go-live training and support sessions</p> <ul style="list-style-type: none"> • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
<p>Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide</p>
<p>Post go-live review</p>

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, Agency must purchase additional on-site Services. The Axon Starter options include:

<p>System set up and configuration (Remote Support)</p> <ul style="list-style-type: none"> • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Agency need

<ul style="list-style-type: none"> • Troubleshoot IT issues with Axon Evidence and Axon Dock (“Dock”) access
<p>/Dock configuration</p> <ul style="list-style-type: none"> • Work with Agency to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using “Administrator” credentials from Agency • Does not include physical mounting of docks
<p>Axon instructor training (Train the Trainer) Training for Agency’s in-house instructors who can support Agency’s Axon camera and Axon Evidence training needs after Axon’s has fulfilled its contracted on-site obligations</p>
<p>End user go-live training and support sessions</p> <ul style="list-style-type: none"> • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
<p>Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide</p>

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one day of on-site services.

5. **CEW Services Packages.** CEW Services Packages are detailed below:

<p>System set up and configuration</p> <ul style="list-style-type: none"> • Configure Axon Evidence categories & custom roles based on Agency need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
<p>Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout</p>
<p>Best practice implementation planning session to include:</p> <ul style="list-style-type: none"> • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon’s observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
<p>System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency’s configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence</p>
<p>Axon Evidence Instructor training</p> <ul style="list-style-type: none"> • Provide training on the Axon Evidence to educate instructors who can support Agency’s subsequent Axon Evidence training needs. • For the CEW Full Service Package: Training for up to 3 individuals at Agency • For the CEW Starter Package: Training for up to 1 individual at Agency
<p>TASER CEW inspection and device assignment Axon’s on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.</p>
<p>Post go-live review For the CEW Full Service Package: On-site assistance included. For the CEW Starter Package: Virtual assistance included.</p>

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

<p>Archival of CEW Firing Logs Axon’s on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.</p>
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Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters.
Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **Signal Sidearm Installation Service.** If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up to 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

Removal of existing connection screws that affix a holster to a holster mount
Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount
Reattachment of the holster to the mount using appropriate screws
Functional testing of Signal Sidearm device

8. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
9. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.
10. **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.
11. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it
12. **Acceptance.** When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
13. **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

Technology Assurance Plan Appendix

If Technology Assurance Plan (“**TAP**”) or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the 1-year hardware limited warranty.
2. **Officer Safety Plan**. If Agency purchases an Officer Safety Plan (“**OSP**”), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 Term**. OSP 7 begins on the date specified in the Quote (“**OSP 7 Term**”).
4. **TAP BWC Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera (“**BWC Upgrade**”) as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon’s option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote (“**Dock Upgrade**”). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon’s option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon’s option.
6. **Upgrade Delay**. Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.
7. **Upgrade Change**. If Agency wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Agency must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device**. Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
9. **Termination**. If Agency’s payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training**. If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **TASER Upgrade**. If Agency purchases Axon's 10-year certification program for Axon's latest version of its TASER energy weapon ("Certification Program") and has no outstanding payment obligations as of the beginning of the 6th year of the Certification Program, Agency will qualify for an upgrade to any subsequent version of the Certification Program ("CEW Upgrade"). Agency will receive the CEW Upgrade at no additional cost, only to the extent such subsequent version of the Certification Program includes the same products or features as the Certification Program purchased by Agency. If Agency wants to upgrade to a Certification Program that includes additional products or features, Agency will pay the additional cost associated with such products and features. For the avoidance of doubt, Agency is not required to upgrade to any subsequent version of the Certification Program. Axon may ship the CEW Upgrade as scheduled in the Quote without prior confirmation from agency unless the Parties agree in writing otherwise at least 90 days in advance. If necessary to maintain compatibility among Axon Devices, within 30 days of receiving the CEW Upgrade, Agency must, if requested by Axon, return all hardware and related accessories received in connection with the Certification Program to Axon. In such event, Agency must ship batteries via ground shipping or in accordance with federal regulations in place at the time of the return. Axon will pay shipping costs for the return if Agency uses Axon's RMA process.
4. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.
5. **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

<u>Agency Size</u>	<u>Days to Return from Start Date of TASER 7 Subscription</u>
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

6. **TASER 7 Subscription Term**. The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.
 7. **Access Rights**. Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not exceed the number of end users than the Quote specifies.
 8. **Privacy**. Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.
 9. **Termination**. If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
 - 9.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.
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- 9.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
 - 9.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
2. **Support.** For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
 - 4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5. Promptly install and implement any software updates provided by Axon;
 - 4.6. Ensure that all appropriate data backups are performed;
 - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8. Provide Axon with remote access to Agency's Axon Evidence account when required;
 - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
 - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. **Agency Responsibilities.** Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
 2. **Cradlepoint.** If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.
 3. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.
 4. **Wireless Offload Server.**
 - 4.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("WOS"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
 - 4.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
 - 4.3. **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("WOS Updates") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
 - 4.4. **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.
 5. **Axon Vehicle Software.**
 - 5.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
 - 5.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.
 6. **Acceptance Checklist.** If Axon provides services to Agency pursuant to any statement of work in connection with Axon Fleet, within 7 days of the date on which Agency retrieves Agency's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Agency will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.
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7. **Axon Fleet Upgrade.** If Agency has no outstanding payment obligations and has purchased the “Fleet Technology Assurance Plan” (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware (“**Axon Fleet Upgrade**”) as schedule on the Quote.
- 7.1. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.
- 7.2. Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
8. **Axon Fleet Termination.** Axon may terminate Agency’s Fleet subscription for non-payment. Upon any termination:
- 8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.
- 8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.
- 8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.

Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term.** If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency. If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.
3. **Axon Body 3 LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.
4. **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.
5. **Axon Respond Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
 - 5.1. With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.
6. **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

Add-on Services Appendix

This Appendix applies if Axon Citizen for Communities, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency.
 - 1.1. If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.
 - 1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.
2. **Axon Citizen Storage.** For Axon Citizen, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
3. **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.

Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.
 - 1.1. If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.
2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.
3. **Axon Unlimited Transcribe.** Upon Axon granting Agency an Unlimited Transcribe subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.
4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.

Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Agency related to virtual reality (collectively, "Virtual Reality Media").
2. **Headsets.** Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Agency must purchase those headsets from Axon.
3. **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Media licenses from Axon. Agency may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
 - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
 - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
 - 3.4. use trade secret information contained in Virtual Reality Media;
 - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
 - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
 - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy.** Agency's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at <https://www.axon.com/legal/axon-virtual-reality-privacy-policy>.
5. **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.

Axon Commander Software Appendix

This Appendix applies if Axon Commander is included on the Quote.

1. **License.** Axon owns all executable instructions, images, icons, sound, and text in Commander. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Commander. "Use" means storing, loading, installing, or executing Commander exclusively for data communication with an Axon Device. Agency may use Commander in a networked environment on computers other than the computer it installs Commander on, so long as each execution of Commander is for data communication with an Axon Device. Agency may make copies of Commander for archival purposes only. Agency shall retain all copyright, trademark, and proprietary notices in Commander on all copies or adaptations.
2. **Term.** The Quote will detail the duration of the Commander license, as well as any maintenance. The term will begin upon installation of Commander by Axon.
3. **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Commander for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Commander;
 - 3.2. reverse engineer, disassemble, or decompile Commander or apply any process to derive the source code of Commander, or allow others to do the same;
 - 3.3. access or use Commander to avoid incurring fees or exceeding usage limits or quotas;
 - 3.4. copy Commander in whole or part, except as expressly permitted in this Agreement;
 - 3.5. use trade secret information contained in Commander;
 - 3.6. resell, rent, loan or sublicense Commander;
 - 3.7. access Commander to build a competitive device or service or copy any features, functions, or graphics of Commander; or
 - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Commander or any copies of Commander.
4. **Support.** Axon may make available updates and error corrections ("**Updates**") to Commander. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Commander. Axon may provide technical support of a prior release/version of Commander for 6 months from when Axon made the subsequent release/version available.
5. **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Agency's right to login to Axon Commander.

Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services are included on the Quote.

1. **Definitions.**

- 1.1. **"API Client"** means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.
- 1.2. **"API Interface"** means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.
- 1.3. **"Axon Evidence Partner API, API or AXON API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Agency's data enabled by the supported API functionality.

2. **Purpose and License.**

- 2.1. Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.
- 2.2. Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.
- 2.3. Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration.** Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

4. **Agency Responsibilities.** When using API Service, Agency and its end users may not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

5. **API Content.** All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:

- 5.1. the design, structure and naming of API Service fields in all responses and requests;

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- 5.2. the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports; and
 - 5.3. the structure of and relationship of API Service resources; and
 - 5.4. the design of API Service, in any part or as a whole.
 - 5.5. Prohibitions on API Content. Neither Agency nor its end users will use API content returned from the API Interface to:
 - 5.6. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 5.7. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
 - 5.8. misrepresent the source or ownership; or
 - 5.9. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
6. **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for 1 year following the release of an API Update for all depreciated API Service versions.

Advanced User Management Appendix

This Appendix applies if Axon Advanced User Management is included on the Quote.

1. **Scope.** Advanced User Management allows Agency to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management (“**SCIM**”), and (c) automate group creation and management through SCIM.
2. **Advanced User Management Configuration.** Agency will work independently to configure Agency’s Advanced User Management for Agency’s applicable Use. Upon request, Axon will provide general guidance to Agency, including documentation that details the setup and configuration process.

Axon Channel Services Appendix

This Appendix applies if Agency purchases Axon Channel Service, as set forth on the Quote.

1. Definitions.
 - 1.1. **“Axon Digital Evidence Management System”** means Axon Evidence or Axon Commander, as specified in the attached Channel Services Statement of Work.
 - 1.2. **“Active Channel”** means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.
 - 1.3. **“Inactive Channel”** means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.
 2. **Scope.** Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency’s third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work (**“Channel Services SOW”**). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.
 3. **Purpose and Use.** Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency’s network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.
 4. **Project Management.** Axon will assign a Project Manager to work closely with Agency’s project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
 5. **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.
 6. **Monitoring.** Axon may monitor Agency’s use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency’s use of channel services.
 7. **Agency’s Responsibilities.** Axon’s successful performance of the Channel Services requires Agency:
 - 7.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
 - 7.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);
 - 7.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
 - 7.4. Ensure all appropriate data backups are performed;
 - 7.5. Provide Axon with remote access to the Agency’s network and third-party systems when required for Axon to perform the Channel Services;
 - 7.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
 - 7.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).
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VIEVU Data Migration Appendix

This Appendix applies if Agency purchases Migration services, as set forth on the Quote.

1. **Scope.** Agency currently has legacy data in the VIEVU Solution from which Agency desires to move to Axon Evidence. Axon will work with Agency to copy legacy data from the VIEVU solution into Axon Evidence (“**Migration**”). Before Migration, Agency and Axon will work together to develop a Statement of Work (“**Migration SOW**”) to detail all deliverables and responsibilities. The Migration will require the availability of Agency resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Agency’s request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon’s resource availability.
 - 1.1. A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Agency. The Migration SOW will provide further detail.
2. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
3. **Project Management.** Axon will assign a Project Manager to work closely with Agency’s project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
4. **Downtime.** There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Agency is migrating. Axon will work with Agency to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.
5. **Functionality Changes.** Due to device differences between the VIEVU solution and the Axon’s Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration
6. **Acceptance.** Once the Migration is complete, Axon will notify Agency and an acceptance form. Agency is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Agency policy. Agency will have 90 days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.
 - 6.1. In the event Agency does not accept the Migration, Agency agrees to notify the Axon within a reasonable time. Agency also agrees to allow Axon a reasonable time to resolve any issue. In the event Agency does not provide Axon with a written rejection of the Migration during these 90 days, Agency may be charged for additional monthly storage costs. After Agency provides acceptance of the Migration, the Axon will delete all data from the VIEVU solution 90 days after the Migration.
7. **Post-Migration.** After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Agency elects to maintain data within the VIEVU solution, Axon will provide Agency 90 days’ notice before ending support for the VIEVU solution.
8. **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.
9. **Monitoring.** Axon may monitor Agency’s use of Migration to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency’s use of Migration.

Axon Support Engineer Appendix

This Appendix applies if Axon Support Engineer services are included on the Quote.

1. **Axon Support Engineer Payment.** Axon will invoice for Axon Support Engineer (“**ASE**”) services, as outlined in the Quote, when the Axon Support Engineer commences work on-site at Agency.

2. **Full-Time ASE Scope of Services.**

2.1. A Full-Time ASE will work on-site four (4) days per week.

2.2. Agency’s Axon sales representative and Axon’s Agency Success team will work with Agency to define its support needs and ensure the Full-Time ASE has skills to align with those needs. There may be up to a 6-month waiting period before the Full-Time ASE can work on-site, depending upon Agency’s needs and availability of a Full-Time ASE.

2.3. The purchase of Full-Time ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency, and Agency is current on all payments for the Full-Time ASE Service.

2.4. The Full-Time ASE **Service options are listed below:**

Ongoing System Set-up and Configuration

Assisting with assigning cameras and registering docks
 Maintaining Agency’s Axon Evidence account
 Connecting Agency to “Early Access” programs for new devices

Account Maintenance

Conducting on-site training on new features and devices for Agency leadership team(s)
 Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program
 Conducting weekly meetings to cover current issues and program status

Data Analysis

Providing on-demand Axon usage data to identify trends and insights for improving daily workflows
 Comparing Agency’s Axon usage and trends to peers to establish best practices
 Proactively monitoring the health of Axon equipment and coordinating returns when needed

Direct Support

Providing on-site, tier 1 and tier 2 technical support for Axon devices
 Proactively monitoring the health of Axon equipment
 Creating and monitoring RMAs on-site
 Providing Axon app support
 Monitoring and testing new firmware and workflows before they are released to Agency’s production environment

Agency Advocacy

Coordinating bi-annual voice of customer meetings with Axon’s Device Management team
 Recording and tracking Agency feature requests and major bugs

3. **Regional ASE Scope of Services**

3.1. A Regional ASE will work on-site for 3 consecutive days per quarter. Agency must schedule the on-site days at least 2 weeks in advance. The Regional ASE will also be available by phone and email during regular business hours up to 8 hours per week.

3.2. There may be up to a 6-month waiting period before Axon assigns a Regional ASE to Agency, depending upon the availability of a Regional ASE.

3.3. The purchase of Regional ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency and Agency is current on all payments for the Regional ASE Service.

3.4. The Regional ASE service options are listed below:

Account Maintenance

Conducting remote training on new features and devices for Agency's leadership
Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program
Conducting weekly conference calls to cover current issues and program status
Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency's goals for your Axon program, and continue to ensure a successful deployment of Axon devices

Direct Support

Providing remote, tier 1 and tier 2 technical support for Axon devices
Creating and monitoring RMAs remotely

Data Analysis

Providing quarterly Axon usage data to identify trends and program efficiency opportunities
Comparing an Agency's Axon usage and trends to peers to establish best practices
Proactively monitoring the health of Axon equipment and coordinating returns when needed

Agency Advocacy

Coordinating bi-yearly Voice of Agency meetings with Device Management team
Recording and tracking Agency feature requests and major bugs

4. **Out of Scope Services.** The ASE is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
5. **ASE Leave Time.** The ASE will be allowed up 7 days of sick leave and up to 15 days of vacation time per each calendar year. The ASE will work with Agency to coordinate any time off and will provide Agency with at least 2 weeks' notice before utilizing any vacation days.

Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate, the following appendix shall apply.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Agency a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("Software") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Agency any right to enhancements or updates, but if such are made available to Agency and obtained by Agency they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Agency agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Agency terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use.** Agency may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Agency may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Agency may not rent, lease, sublicense, grant a security interest in or otherwise transfer Agency's rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Term.** For purchased perpetual Licenses only--excluding Licenses leased for a pre-determined period of time, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Agency fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period of time, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Agency.
5. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This agreement does not provide Agency with title or ownership of the Software, but only a right of limited use.
6. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Agency may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Agency. If Agency receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Agency to use the copy of media on an additional server.
7. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Agency agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Agency ("Software Documentation"), or return such copies to Axon. Agency agrees that with respect to any copies that may exist with respect to media containing regular backups of Agency's computer or computer system, that Agency shall not access such media for the purpose of recovering the Software or online Software Documentation.
8. **Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, by the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. treasury Department's list of Specially Designated Nations or the U.S. Department of Commerce's Table of Denials.
9. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software

provided with RESTRICTED RIGHTS under Federal Acquisition Regulations and agency supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

My90 Terms of Use Appendix

Definitions.

- 1.1. **“My90”** means Axon’s proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon Products.
 - 1.2. **“Recipient Contact Information”** means contact Information, as applicable, including phone number or email address (if available) of the individual whom Customer would like to obtain feedback.
 - 1.3. **“Customer Data”** means
 - 1.3.1. **“My90 Customer Content”** which means data, including Recipient Contact Information, provided to My90 directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Customer Content does not include My90 Non-Content Data.
 - 1.3.2. **“My90 Non-Content Data”** which means data, configuration, and usage information about Customer’s My90 tenant, and client software, users, and survey recipients that is Processed when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Customer Content.
 - 1.3.3. **“Survey Response”** which means survey recipients response to My90 Survey.
 - 1.4. **“My90 Data”** means
 - 1.4.1. **“My90 Survey”** which means surveys, material(s) or content(s) made available by Axon to Customer and survey recipients within My90.
 - 1.4.2. **“Aggregated Survey Response”** which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual.
 - 1.5. **“Personal Data”** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
 - 1.6. **“Processing”** means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
 - 1.7. **“Sensitive Personal Data”** means Personal Data that reveals an individual’s health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.
 2. **Access.** Upon Axon granting Customer a subscription to My90, Customer may access and use My90 to store and manage My90 Customer Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon’s Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.
 3. **IP address.** Axon will not store survey respondents’ IP address.
 4. **Customer Owns My90 Customer Content.** Customer controls or owns all right, title, and interest in My90 Customer Content. Except as outlined herein, Axon obtains no interest in My90 Customer Content, and My90 Customer Content is not Axon’s business records. Except as set forth in this Agreement, Customer is responsible for uploading, sharing, managing, and deleting My90 Customer Content. Axon will only have access to My90 Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to My90 Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon Products.
 5. **Details of the Processing.** The nature and purpose of the Processing under this Appendix are further specified
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in Schedule 1 Details of the Processing, to this Appendix.

6. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Customer Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Customer Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Customer, such as ISO 27001 certification or SOC 2 Reporting.
 7. **Privacy.** Customer use of My90 is subject to the My90 Privacy Policy, a current version of which is available at <https://www.axon.com/legal/my90privacypolicy> . Customer agrees to allow Axon access to My90 Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon Products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon Products.
 8. **Location of Storage.** Axon may transfer Customer Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Customer Data. For all Customers, Axon will Process including store Customer Data within the United States. Ownership of My90 Customer Content remains with Customer.
 9. **Required Disclosures.** Axon may be required to disclose Customer Data that Customer shares with Axon as part of a subpoena process or other order issued by a court or administrative body or otherwise required by any law or regulation. Axon will not disclose Customer Data except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Customer if any disclosure request is received for Customer Data so Customer may file an objection with the court or administrative body, unless prohibited by law.
 10. **Data Sharing.** Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:
 - 10.1. Axon may share Customer Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.
 - 10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon Customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or could reasonably be linked directly or indirectly to a particular individual.
 11. **License and Intellectual Property.** Customer grants Axon and, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Customer Data for internal use including but not limited to analysis and creation of derivatives but Axon may not release Customer Data to any third party under this right that is not aggregated and de-identified. Customer acknowledges that Customer will have no intellectual property right in any media, good or service developed or improved by Axon. Customer acknowledges that Axon may make any lawful use of My90 Data and any derivative of Customer Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Customer will have no intellectual property right in any good, service, media, or other product that uses My90 Data.
 12. **Customer Use of Aggregated Survey Response.** Axon will make available to Customer Aggregated Survey Response and rights to use for any Customer purpose.
 13. **Data Subject Rights.** Taking into account the nature of the Processing, Axon shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of Customer's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Customer Content. If in regard to My90 Customer Content, Axon receives a Data Subject Request from Customer's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within 72 hours, to make its request directly to Customer. Customer will be responsible for responding to any such request.
 14. **Assistance with Requests Related to My90 Customer Content.** With regard to the processing of My90 Customer Content, Axon shall, if not prohibited by applicable law, notify Customer without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Customer Content; (b) receives a complaint or request from a third party regarding the obligations of Customer or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Customer Content or the Processing or protection of My90 Customer Content. Axon
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shall not respond to such requests, complaints, or communications, unless Customer has given Axon written instructions to that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Customer of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing**. If Axon Evidence partner sharing is used to share My90 Customer Content, Customer will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Customer acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Customer also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.
 16. **Data Retention**. Phone numbers provided to Axon directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for 24 hours. Axon will not delete Aggregated Survey Response for four years following termination of this Agreement. There will be no functionality of My90 during these four years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.
 17. **Termination**. Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Customer Content or the potential monetization of Survey Response and Aggregated Survey Response.
 18. **Managing Data Shared**. Customer is responsible for:
 - 18.1. Ensuring My90 Customer Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;
 - 18.2. Ensuring that only My90 Customer Content that is authorized to be shared for the purposes outlined is shared with Axon. Customer will periodically monitor or audit this shared data;
 - 18.3. Using an appropriately secure data transfer mechanism to provide My90 Customer Content to Axon;
 - 18.4. Immediately notifying Axon if My90 Customer Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Customer Content in the event Customer requests to un-share previously shared My90 Customer Content;
 19. **Prior to enrollment in My90**. Prior to enrolling in MY90, Customer will:
 - 19.1. determine how to use MY90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations.
 - 19.2. develop a set of default qualification criteria of what My90 Customer Content may be shared with Axon; and
 - 19.3. assign responsibilities for managing what My90 Customer Content is shared with Axon and educate users on what data may or not be shared with Axon.
 20. **Customer Responsibilities**. Customer is responsible for:
 - 20.1. ensuring no My90 Customer Content or Customer end user's use of My90 Customer Content or My90 violates this Agreement or applicable laws;
 - 20.2. providing, and will continue to provide, all notice and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Customer Data in accordance with this Agreement; and
 - 20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to My90. Customer will also maintain the security of end usernames and passwords and security and access by end users to My90 Customer Content. Customer is responsible for ensuring the configuration and utilization of My90 meets applicable Customer regulations and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or My90 Customer Content or if
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account information is lost or stolen.

- 21. Suspension.** Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of My90 immediately upon notice, if Customer or end user's use of or registration for My90 may (a) pose a security risk to Axon Products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Customer Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.
- 22. My90 Restrictions.** Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;
 - 22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;
 - 22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;
 - 22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;
 - 22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or
 - 22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Customer obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:
 - 1.1. Survey Tool where Customer may create, distribute, and analyze feedback from individuals it designates. Customer may designate members of the community, staff or officers from whom they would like to obtain feedback;
 - 1.2. Creation of custom forms for surveys. Customer may select questions from a list of pre-drafted questions or create their own;
 - 1.3. Distribution of survey via multiple distribution channels such as text message;
 - 1.4. Ability to access and analyze Survey Response. Axon may also provide Customer Aggregated Survey Responses which contain analysis and insights from the Survey Response;
 - 1.5. Direct integrations into information systems including Computer Aided Dispatch (“CAD”). This will enable Customer to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback - enabling Axon to communicate directly with these individuals;
 - 1.6. Data Dashboard Beta Test (“Data Dashboard”) where Survey Response and Aggregated Survey Response will be displayed for Customer use. Customers will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Customer to test before they are publicly available;
 - 1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Customer; (2) other Axon Customers; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and
 - 1.8. Provide services and materials to engage Customer stakeholders, market the partnership to the public, and facilitate training.

1/19/2023

To: *Des Plaines Police Department - Illinois*

Re: Sole Source Letter for Axon Enterprise, Inc.'s TASER Energy Weapons, Axon brand products, and Axon Evidence (Evidence.com) Data Management Solutions

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise. Axon is also the sole distributor and retailer of all TASER brand products for the agency identified in this letter.

TASER Energy Weapon Descriptions



TASER 7 Energy Weapon

- Multiple-shot energy weapon
- High-efficiency flashlight
- Close Quarter and Standoff cartridges
- Green LASER and dual red LASERs that adjust for cartridge angle
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER 7 Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER 7 Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 7 Cartridges only

TASER 7 CQ Energy Weapon

- Multiple-shot energy weapon for agencies that deploy energy weapons mostly at close quarters (CQ)
- High-efficiency flashlight
- Close Quarter cartridges
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER 7 Dock connected to Axon Evidence (Evidence.com) services

- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER 7 Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with 12-degree TASER 7 Cartridges only

X2 Energy Weapon

- Multiple-shot energy weapon
- High efficiency flashlight
- Static dual LASERS (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position
- Compatible with TASER Smart Cartridges only

X26P Energy Weapon

- High efficiency flashlight
- Red LASER (used for target acquisition)
- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with

an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.

- Compatible with TASER standard series cartridges

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the X2 and X26P conducted energy weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

TASER Brand Energy Weapon Model Numbers

1. Energy Weapons:
 - TASER 7 Models: 20008, 20009, 20010, and 20011
 - TASER 7 CQ Models 20213, 20214
 - TASER X2 Models: 22002 and 22003
 - TASER X26P Models: 11002 and 11003
2. Optional Extended Warranties for Energy Weapons:
 - TASER 7 – 4-year extended warranty, item number 20040
 - X2 – 4-year extended warranty, item number 22014
 - X26P – 2-year extended warranty, item number 11008
 - X26P – 4-year extended warranty, item number 11004
3. TASER 7 Cartridges (compatible with the TASER 7; required for this Energy Weapon to function in the probe deployment mode)
 - Standoff cartridge, 3.5 degrees, Model 22175
 - Close Quarter cartridge, 12 degrees, Model 22176
 - Hook and Loop Training (HALT) cartridge, 3.5 degrees, Model 22177
 - Hook and Loop Training (HALT) cartridge, 12 degrees, Model 22178
 - Inert cartridge, 3.5 degrees, Model 22179
 - Inert cartridge, 12 degrees, Model 22181
4. TASER standard cartridges (compatible with the X26P; required for this Energy Weapon to function in the probe deployment mode):
 - 15-foot Model: 22188
 - 21-foot Model: 22189
 - 21-foot non-conductive Model: 44205
 - 25-foot Model: 22190
5. TASER Smart cartridges (compatible with the X2; required for this Energy Weapon to function in the probe deployment mode):
 - 15-foot Model: 22184
 - 25-foot Model: 22185
 - 25-foot inert simulation Model: 22155
 - 25-foot non-conductive Model: 22157
6. Battery Packs for TASER 7 Energy Weapons:

- Tactical battery pack Model 22018
 - Compact battery pack Model 22019
 - Non-Rechargeable battery pack Model 22020
 - Disconnect battery pack Model 20027
7. TASER CAM HD recorder Model: 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature) Model: 26820. The TASER CAM HD is compatible with both the X26P and X2 energy weapons.
 - TASER CAM HD replacement battery Model: 26764
 - TASER CAM HD Download Kit Model: 26762
 - TASER CAM HD optional 4-year extended warranty, item number 26763
 8. Battery Packs for X26P and X2 Energy Weapons:
 - Performance Power Magazine (PPM) Model: 22010
 - Tactical Performance Power Magazine (TPPM) Model: 22012
 - Automatic Shut-Down Performance Power Magazine (APPM) Model: 22011
 - eXtended Performance Power Magazine (XPPM) Model: 11010
 - eXtended Automatic Shut-Down Performance Power Magazine (XAPPM) Model: 11015
 - Axon Signal Performance Power Magazine (SPPM) Model: 70116
 9. TASER 7 Dock:
 - TASER 7 Dock Core and Multi-bay Module: 74200
 - TASER 7 Dock Core and Single-bay Module: 74201
 - TASER 7 Dock Single Bay Dataport: 74208
 10. TASER Dataport Download Kits:
 - Dataport Download Kit for the X2 and X26P Model: 22013
 11. TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023
 12. Energy Weapon Holsters:
 - Right-hand TASER 7 holster by Safariland Model: 20063
 - Left-hand TASER 7 holster by Safariland Model: 20068
 - Right-hand TASER 7 holster with cartridge carrier by Safariland Model: 20160
 - Left-hand TASER 7 holster by with cartridge carrier by Safariland Model: 20161
 - Right-hand X2 holster by BLACKHAWK Model: 22501
 - Left-hand X2 holster by BLACKHAWK Model: 22504
 - Right-hand X26P holster by BLACKHAWK Model: 11501
 - Left-hand X26P holster by BLACKHAWK Model: 11504
 13. TASER Simulation Suit II Model 44550
 14. TASER 7 conductive target Model: 80087
 15. Blue X26P Demonstrator/LASER Pointer Model: 11023

Axon Digital Evidence Solution Description

Axon Body 3 Video Camera (DVR)

- Improved video quality with reduced motion blur and better low-light performance
- Multi-mic audio—four built-in microphones
- Wireless upload option
- Gunshot detection and alerts
- Streaming audio and video capability
- “Find my camera” feature
- Verbal transcription with Axon Records (coming soon)
- End-to-end encryption
- Twelve-hour battery
- Up to 120-second buffering period to record footage before pressing record button

Axon Flex 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 0.1 lux
- Audio tones to alert user of usage
- Low SD, high SD, low HD, and high HD resolution (customizable by the agency)
- Up to 120-second buffering period to record footage before pressing record button
- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available
- 120-degree diagonal field of view camera lens, 102-degree horizontal field of view, and 55-degree vertical field of view

Axon Flex 2 Controller

- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Haptic notification available
- Tactical beveled button design for use in pocket
- Compatible with Axon Signal technology

Axon Air System

- Purpose-built solution for law enforcement UAV programs
- Supported applications on iOS and Android
- Automated tracking of pilot, aircraft, and flight logs
- Unlimited Storage of UAV data in Axon Evidence (Evidence.com)
- In application ingestion of data in Axon Evidence (Evidence.com)
- Axon Aware integration for live streaming and situational awareness

Axon Body 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones and haptic (vibration) notification to alert user of usage
- Audio mute during event option
- Wi-Fi capability
- High, medium, and low quality recording available (customizable by the agency)
- Up to 2-minute buffering period to record footage before pressing record button

- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- 143-degree lens
- Includes Axon Signal technology

Axon Fleet 3 Camera

- High-definition Dual-View Camera with panoramic field of view, 12x zoom, and AI processing for automatic license plate reader (ALPR)
- High-definition Interior Camera with infrared illumination for back seat view in complete darkness
- Wireless Mic and Charging Base for capturing audio when outside of vehicle
- Fleet Hub with connectivity, global navigation satellite system (GNSS), secure solid-state storage, and Signal inputs
- Automatic transition from Buffering to Event mode with configurable Signals
- Video Recall records last 24 hours of each camera in case camera not activated for an event
- Intuitive mobile data terminal app, Axon Dashboard, for controlling system, reviewing video, quick tagging, and more
- Ability to efficiently categorize, play back and share all video and audio alongside other digital files on Evidence.com
- Multi-cam playback, for reviewing up to four videos, including body-worn and in-car footage, at the same time
- Fully integrated with Evidence.com services and Axon devices
- Automatic time synchronization with all Axon Fleet and other Axon on-officer cameras allows for multi-camera playback on Evidence.com.
- Prioritized upload to Evidence.com of critical event videos via 4G/LTE
- Wireless alerts from the TASER CEW Signal Performance Power Magazine (SPPM) and Signal Side Arm (SSA).
- Best-in-class install times, wireless updates and quick remote troubleshooting
- Optional Axon Aware live stream, alerts, and location updates for situational awareness
- Optional Axon ALPR hotlist alerts, plate read retention, and investigative search

Axon Fleet 2 Camera

- Fully integrated with Axon Evidence services and Axon devices
- Automatic time synchronization with other Axon Fleet and Axon on-officer cameras allows for multi-camera playback on Axon Evidence.
- Immediate upload to Axon Evidence of critical event videos via 4G/LTE
- Wireless alerts from the TASER energy weapon Signal Performance Power Magazine (SPPM).
- Automatic transition from BUFFERING to EVENT mode in an emergency vehicle equipped with the Axon Signal Unit
- Decentralized system architecture without a central digital video recorder (DVR).
- Cameras that function independently and communicate wirelessly with the computer in the vehicle (MDT, MDC, MDU) for reviewing, tagging and uploading video.
- Wireless record alert based on Bluetooth communication from Axon Signal Vehicle

when a configured input is enabled (e.g. emergency light, siren, weapon rack, etc.).

- Receives alerts from Axon Signal Sidearm.
- Plug-And-Play design allowing for cameras to be easily replaced and upgraded.
- Ability for an unlimited number of agency vehicles recording in the same vicinity with an Axon Fleet system to be automatically associated with one another when reviewing video in the video management platform. This feature is also supported across body cameras.

Axon Signal Unit (ASU)

- Communications device that can be installed in emergency vehicles.
- With emergency vehicle light bar activation, or other activation triggers, the Axon Signal Unit sends a signal. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the TASER X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

Axon Signal Sidearm Sensor

- Can be installed on common duty holsters
- Drawing a service handgun from the holster sends a signal from the Axon Signal Sidearm sensor. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Interview Solution

- High-definition cameras and microphones for interview rooms
- Covert or overt camera installations
- Touch-screen user interface
- Motion-based activation
- Up to 7-minute pre- and post-event buffering period
- Full hardware and software integration
- Upload to Axon Evidence services
- Interview room files can be managed under the same case umbrella as files from Axon on-officer cameras and Axon Fleet cameras; i.e., Axon video of an arrest and interview room video are managed as part of the same case in Axon Evidence
- Dual integration of on-officer camera and interview room camera with Axon Evidence digital evidence solution

Axon Signal Technology

- Sends a broadcast of status that compatible devices recognize when certain status changes are detected
- Only compatible with TASER and Axon products

Axon Dock

- Automated docking station uploads to Axon Evidence services through Internet connection

- No computer necessary for secure upload to Axon Evidence
- Charges and uploads simultaneously
- The Axon Dock is tested and certified by TUV Rheinland to be in compliance with UL 60950-1: 2007 R10.14 and CAN/ CSA-C22.2 NO.60950-I-07+AI:2011+A2:2014 Information Technology Equipment safety standards.

Axon Evidence Data Management System

- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Automated category-based evidence retention policies assists with efficient database management
- Ability to recover deleted evidence within seven days of deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats
- Ability to upload files directly from the computer to Axon Evidence via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Axon Evidence is protected from local malware that may penetrate agency infrastructure
- Stability: Axon Enterprise is a publicly traded company with stable finances and funding, reducing concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Axon Evidence and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Redact videos easily within the system, create tags, markers and clips, search 7 fields in addition to 5 category-based fields, create cases for multiple evidence files

Axon Evidence for Prosecutors

- All the benefits of the standard Axon Evidence services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Axon Evidence services
- Unlimited storage for data collected by Axon cameras and Axon Capture

Axon Capture Application

- Free app for iOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Axon Evidence account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

Axon Commander Services

- On-premises data management platform
- Chain of custody reports with extensive audit trail
- Automated workflows, access control, storage, and retention
- Compatible with multiple file formats

Axon View Application

- Free app for iOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 camera in real-time
- Allows for playback of videos stored on a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data

Axon Records

- Continuously improving automated report writing by leveraging AI and ML on officer recorded video, photo, and audio from BWC, In-Car, Mobile App (Axon Capture), or other digital media
- Collaborative report writing through instantly synced workspaces allowing officers to delegate information gathering on scene
- Instant access to records allowing detectives to begin their investigation and records clerks to update information exchanges on things like missing people or stolen property as soon as possible
- Complete leveraging of Axon Evidence sharing to allow fast, efficient, digital, and secure sharing of records and cases to DAs and Prosecutors
- Robust API and SDK allows data to be easily ingested and pushed out to other systems—preventing data silos
- Deep integration with Axon Evidence putting video at the heart of the record and automating the process of tagging and categorizing digital evidence stored in Axon Evidence
- Automatic association of digital evidence to the record and incident through Axon Evidence integration
- In context search of master indexes (people, vehicles, locations, charges)—promoting efficient report writing through prefilling of existing data which promotes clean and deduped data in the system
- Quick views for users to track calls for service and reports in draft, ready for review,

- kicked back for further information, or submitted to Records for archiving.
- Federal and State IBRS fields are captured and validated—ensuring the officer knows what fields to fill and what information needs to be captured
- Intuitive validation ensures officers know what information to submit without being burdened by understanding the mapping of NIBRS to state or local crime codes
- Ability to create custom forms and add custom fields to incident reports—allowing your agency to gather the information you find valuable
- Software as a Service (SaaS) delivery model that allows agencies to write, manage, and share digital incident reports without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share records and cases with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access based on pre-defined users, groups, and permissions
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff

Axon Standards

- Internal affairs and professional standards reporting
- Customizable information display, including custom forms
- Customizable workflows and user groups
- Automated alerts
- Compatible with digital documents, photos, and videos
- Connection with Transcription (beta)
- Shared Index with evidence.com and Records
- Data Warehouse allowing custom summary reports and integration into 3rd party analytic tools.
- Workflow analytics to provide SLA on throughputs
- Integration with the TASER 7 energy weapon for automatically pulling firing logs (alpha)
- Available as an option for Axon Records
- Automatically bundled with Officer Safety Plan 7+

Axon Professional Services

- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems

Axon Support Engineer:

- Dedicated Axon Regional/Resident Support Engineer Services
- Quarterly onsite visits
- Solution and Process Guidance custom to your agency
- White-Glove RMA and TAP (if applicable) Service for devices
- Monthly Product Usage Analysis
- Resident Support Engineer also includes onsite product maintenance, troubleshooting, and beta testing assistance

Axon Customer Support

- Online and email-based support available 24/7
- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA
- Library of webinars available 24/7
- Remote-location troubleshooting

**Axon Brand Model Numbers**

1. Axon Body 3 Camera Model: 73202
2. Axon Flex 2 Cameras:
 - Axon Flex 2 Camera (online) Model: 11528
 - Axon Flex 2 Camera (offline) Model: 11529
3. Axon Flex 2 Controller Model: 11532
4. Axon Flex 2 USB Sync Cable Model: 11534
5. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48" (1.2 m)
6. Axon Flex 2 Camera Mounts:
 - Oakley Flak Jacket Kit Model: 11544
 - Collar Mount Model: 11545
 - Oakley Clip Model: 11554
 - Epaulette Mount Model: 11546
 - Ballcap Mount Model: 11547
 - Ballistic Vest Mount Model: 11555
7. Universal Helmet Mount Model: 11548
8. Axon Air System with Axon Evidence (Evidence.com) 5-Year License Model: 12332
9. Axon Body 2 Camera Model: 74001
10. Axon Flex 2 Controller and Axon Body 2 Camera Mounts:

- Z-Bracket, Men's, Axon RapidLock Model: 74018
- Z-Bracket, Women's Axon RapidLock Model: 74019
- Magnet, Flexible, Axon RapidLock Model: 74020
- Magnet, Outerwear, Axon RapidLock Model: 74021
- Small Pocket, 4" (10.1 cm), Axon RapidLock Model: 74022
- Large Pocket, 6" (15.2 cm), Axon RapidLock Model: 74023
- MOLLE Mount, Single, Axon RapidLock Model: 11507
- MOLLE Mount, Double, Axon RapidLock Model: 11508
- Belt Clip Mount, Axon RapidLock Model: 11509

11. Axon Fleet Camera

- Axon Fleet 2 Front Camera: 71079
- Axon Fleet 2 Front Camera Mount: 71080
- Axon Fleet 2 Rear Camera: 71081
- Axon Fleet 2 Rear Camera Controller: 71082
- Axon Fleet 2 Rear Camera Controller Mount: 71083
- Axon Fleet Battery System: 74024
- Axon Fleet Bluetooth Dongle: 74027
- Axon Fleet 3 Dual View Camera: 72000
- Axon Fleet 3 Interior Camera: 72037
- Axon Fleet Hub: 72010

12. Axon Signal Unit Model: 70112

13. Axon Dock Models:

- Axon Body 3 Dock – 8-Bay Model AX1026
- Axon Body 3 Dock – 1-Bay Model AX1027
- Power cord for Axon Body 3 6-Bay and Axon Body 2 6-Bay and 1-Bay Docks Model: 71019
- Axon Dock – Individual Bay and Core for Axon Flex 2
- Axon Dock – 6-Bay and Core for Axon Flex 2
- Individual Bay for Axon Flex 2 Model: 11538
- Core (compatible with all Individual Bays and 6-Bays) Model: 70027
- Wall Mount Bracket Assembly for Axon Dock: 70033
- Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
- Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
- Individual Bay for Axon Body 2 and Axon Fleet Model: 74011
- Axon Signal Performance Power Magazine (SPPM) Model: 70116



Axon Brand Model Numbers

1. Axon Body 3 Camera Model: 73202

2. Axon Flex 2 Cameras:
 - Axon Flex 2 Camera (online) Model: 11528
 - Axon Flex 2 Camera (offline) Model: 11529
3. Axon Flex 2 Controller Model: 11532
4. Axon Flex 2 USB Sync Cable Model: 11534
5. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48" (1.2 m)
6. Axon Flex 2 Camera Mounts:
 - Oakley Flak Jacket Kit Model: 11544
 - Collar Mount Model: 11545
 - Oakley Clip Model: 11554
 - Epaulette Mount Model: 11546
 - Ballcap Mount Model: 11547
 - Ballistic Vest Mount Model: 11555
 - Universal Helmet Mount Model: 11548
7. Axon Body 2 Camera Model: 74001
8. Axon Body 2 Camera Mounts:
 - Axon RapidLock Velcro Mount Model: 74054
9. Axon Flex 2 Controller and Axon Body 2 Camera Mounts:
 - Z-Bracket, Men's, Axon RapidLock Model: 74018
 - Z-Bracket, Women's Axon RapidLock Model: 74019
 - Magnet, Flexible, Axon RapidLock Model: 74020
 - Magnet, Outerwear, Axon RapidLock Model: 74021
 - Small Pocket, 4" (10.1 cm), Axon RapidLock Model: 74022
 - Large Pocket, 6" (15.2 cm), Axon RapidLock Model: 74023
 - MOLLE Mount, Single, Axon RapidLock Model: 11507
 - MOLLE Mount, Double, Axon RapidLock Model: 11508
 - Belt Clip Mount, Axon RapidLock Model: 11509
10. Axon Air System with Axon Evidence (Evidence.com) 5-Year License Model: 12332
11. Axon Fleet 2 Camera
 - Axon Fleet 2 Front Camera: 71079
 - Axon Fleet 2 Front Camera Mount: 71080
 - Axon Fleet 2 Rear Camera: 71081
 - Axon Fleet 2 Rear Camera Controller: 71082
 - Axon Fleet 2 Rear Camera Controller Mount: 71083
 - Axon Fleet Battery System: 74024
 - Axon Fleet Bluetooth Dongle: 74027
12. Axon Signal Unit Model: 70112
13. Axon Dock Models:
 - Axon Dock – Individual Bay and Core for Axon Flex 2

- Axon Dock – 6-Bay and Core for Axon Flex 2
- Individual Bay for Axon Flex 2 Model: 11538
- Core (compatible with all Individual Bays and 6-Bays) Model: 70027
- Wall Mount Bracket Assembly for Axon Dock: 70033
- Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
- Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
- Individual Bay for Axon Body 2 and Axon Fleet Model: 74011

TASER 7 Warranties

1. Tactical Battery Pack Model 20041
2. TASER 7 Dock and Core Warranty Model: 20042
3. TASER 7 Single Bay Dock and Core Warranty Model: 20047

Axon Product Packages

1. **Officer Safety Plan:** includes an X2 or X26P energy weapon, Axon camera and Dock upgrade, and Axon Evidence (Evidence.com) license and storage. See your Sales Representative for further details and Model numbers.
2. **Officer Safety Plan 7** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Dock, Axon Camera and Dock upgrade, Axon Evidence (Evidence.com) licenses and storage, and Axon Aware, and Axon Records Core.
3. **Officer Safety Plan 7 Plus:** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Aware +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, and Axon Signal Sidearm.
4. **Officer Safety Plan 7 Plus Premium:** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Aware +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, Axon Signal Sidearm, Axon Auto-Transcribe, Axon VR Training, and unlimited first-party and unlimited third-party storage.
5. **TASER 7 Basic:** Pays for TASER 7 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
6. **TASER Assurance Plan (TAP):** Hardware extended warranty coverage, Spare Products, and Upgrade Models available for the X2 and X26P energy weapons, and the TASER CAM HD recorder. (The TAP is available only through Axon Enterprise, Inc.)
7. **TASER 7 Certification:** Pays for TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
8. **TASER Certification Add-On:** Allows the agency to pay an annual fee to receive an annual allotment of training cartridges, unlimited duty cartridges and online training content.

9. **TASER 7 Certification with Virtual Reality (VR):** Pays for the TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
10. **TASER 60:** Pay for X2 and X26P energy weapons and Spare Products in installments over 5 years.
11. **Unlimited Cartridge Plan:** Allows agency to pay an annual fee to receive annual training cartridges, unlimited duty cartridges and unlimited batteries for the X2 and X26P.
12. **TASER 60 Unlimited:** Pay for X2 and X26P energy weapons and Spare Products in installments over 5 years and receive unlimited cartridges and batteries.
13. **TASER 7 Close Quarters Dock Plan:** Pays for TASER 7 Close Quarters Plan over a 5-year period in installments including access to Evidence.com for energy weapon program management, rechargeable batteries, annual cartridge shipments, unlimited duty cartridges, and access to online training.
14. **Axon Core:** Pays for the TASER 7 CQ, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, and auto tagging.
15. **Axon Core+:** Pays for the TASER 7 energy weapon, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, and auto tagging.
16. **Corrections Officer Safety Plan:** Includes a TASER 7 energy weapon, Axon Body 3 Camera, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage.
17. **Corrections Post OSP:** Includes one TASER 7 energy weapon for every two licenses, one Axon Body 3 Camera for every two licenses, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage for each license.

SOLE AUTHORIZED DISTRIBUTOR FOR AXON BRAND CAMERAS AND TASER BRAND ENERGY WEAPON PRODUCTS	SOLE AUTHORIZED REPAIR FACILITY FOR AXON BRAND CAMERAS AND TASER BRAND ENERGY WEAPON PRODUCTS
<p style="text-align: center;">Axon Enterprise, Inc. 17800 N. 85th Street, Scottsdale, AZ 85255 Phone: 800-978-2737 Fax: 480-991-0791</p>	<p style="text-align: center;">Axon Enterprise, Inc. 17800 N. 85th Street, Scottsdale, AZ 85255 Phone: 800-978-2737 Fax: 480-991-0791</p>

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,



Josh Isner
Chief Revenue Officer
Axon Enterprise, Inc.

Android is a trademark of Google, Inc, BLACKHAWK! is a trademark of the Blackhawk Products Group, Bluetooth is a trademark of the Bluetooth SIG, Flak Jacket is a trademark of Oakley, Inc, iPod touch is a trademark of Apple Inc., IOS is a trademark of Cisco, LTE is a trademark of the European Telecommunications Standards Institute, Safariland is a trademark of Safariland, LLC, Shoen is a trademark of Shoen Co., Ltd., VELCRO is a trademark of Velcro Industries, B.V., and Wi-Fi is a trademark of the Wi-Fi Alliance.

The Delta Logo, the Axon + Delta Logo, Axon, Axon Aware, Axon Citizen, Axon Evidence, Axon Flex, Axon Interview, Axon Records, Fleet, X2, X26P, TASER 7, TASER, and the Lightning Bolt in Circle Logo are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit www.axon.com/legal. All rights reserved. © 2022 Axon Enterprise, Inc.



PUBLIC WORKS AND ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: February 9, 2023
To: Michael G. Bartholomew, MCP, LEED-AP, City Manager
From: Tom Bueser, Superintendent of General Services
Cc: Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering
Timothy Watkins, Assistant Director of Public Works and Engineering
Subject: Award Bid – City Hall and Police Department Link and Police Department Addition and Renovation

Issue: Bids for the City Hall and Police Department Link and Police Department Addition and Renovation project were opened on January 26, 2023.

Analysis: The project includes the following scope of work:

- Phase I: The construction of an addition between the City Hall and Police Station to form a common entry, lobby, and reception area for both buildings. This will be a one-story enclosure of the existing covered walkway connecting the two buildings. The first floor will also include police department reception, common toilet rooms, and report writing rooms.
Phase II: The construction of a two-story approximately 20,000 sf addition to the existing Police Station.
Phase III: Selective areas of interior renovation of the existing Police Station building after completion and occupancy of the proposed addition.

A total of six bids were received as shown in the table below:

Table with 2 columns: BIDDER'S NAME and BID AMOUNT. Rows include Construction, Inc.*, Camosy Incorporated, Stuckey Construction Company, Inc., Industria, Inc., Burling Builders, Inc., and Reed Construction.

* - Incomplete Bid
^ - As Calculated

As part of the qualifications process, the bidding documents required bidders to provide successful completion of three projects of similar type, quantity, and scope as well as complete an intent to bid form no later than 48 hours prior to the date and time of the bid opening. The apparent low bidder, Construction Inc., failed to submit the required intent to bid form. In addition, reference checks of the contractor revealed limited feedback that was not favorable. Finally, the contractor lacks previous police department and lock-up specific project experience, as required.

Camosy Incorporated has received positive reference checks; completed similar projects for Police Department buildings located in Palatine (2012), Bensenville (2015), and Mt. Prospect (2020); submitted all required paperwork; and is recommended for award by our design and construction architects on the project, FGM Architects. The Camosy Incorporated bid for all three phases was in the amount of \$14,598,790. Due to the size and complexity of the project, and various unknown conditions, a contingency fund for environmental and general construction of \$1 million (6.85%) should be added to the total award cost.

This project was anticipated to be funded in the 2023 and 2024 budgets at a total cost of \$17 million. The 2023 approved budget amount is \$14,400,000. Expenditures for the project will occur during the 2023 and 2024 fiscal years.

Recommendation: We recommend award of the City Hall and Police Department Link and Police Department Addition and Renovation project to the lowest qualified and responsible bidder, Camosy Construction, 43451 N. US Hwy 41, Zion, IL 60099-9455, in the amount of \$15,598,790. Funding source will be the 2023 and 2024 Facilities Replacement Fund.

Attachments:

Attachment 1 – FGM Architects Letter of Recommendation

Attachment 2 – Police Department Addition and Link Exterior Rendering

Resolution R-55-23

Exhibit A - Contract

February 1, 2023

TOM BUESER

Superintendent of General Services
Public Works and Engineering Department
City of Des Plaines

Re: City Hall and Police Department Link and Police Department Addition and Renovation Project
FGM# 20-2890.01 / 22.3414.01

Dear Mr. Bueser:

The team has performed a bid review, contractor scoping, and contractor qualifications review for proposals and bids received for the above noted project. Bids were received on January 26, 2023, with a total of six (6) bids submitted to the City. Bids received ranged from the lowest proposal of fourteen million three hundred three thousand four hundred seventy-four thousand seven hundred dollars (\$14,303,747.00) to the highest bid of fifteen million five hundred twenty thousand nine hundred seventy-four dollars (\$15,520,974). Initial review highlighted discrepancies in contractor qualifications, references and completeness of bid requirements provided, confirming an in-depth review was required.

The low bidder is Construction Inc. with a proposal submitted in the amount fourteen million three hundred three thousand four hundred seventy-four thousand seven hundred dollars (\$14,303,747.00). The contractor did attend the mandatory Pre-Bid Meeting. It was noted that Construction Inc. failed to submit the required "Intent to Bid" 48 hours prior to the bid deadline. After review of the incomplete submission, reference checks were performed with limited feedback that was not favorable. Additionally, it was noted that police and lock-up specific project experience was not listed in the company experience incorporated in the proposal. After completing review of the proposal submitted, Construction Inc. did not meet the qualifications required for this project.

The second low bidder, and apparent lowest qualified bidder is Camosy Construction, Inc. of Illinois with a Base Bid of fourteen million five-hundred ninety-eight thousand seven hundred dollars (\$14,598,700.00). The proposal submitted meets the qualifications for the project, the contractor attended the mandatory Pre-Bid meeting, the "Intent to Bid" was submitted before the deadline required. References have been contacted and provided positive reviews of Camosy Construction, including favorable feedback from Mount Prospect Police, Palatine Police, Bensenville Police and Wheeling Park District. Camosy Construction has demonstrated significant police and lock-up specific project experience in their proposal and appears to meet or exceed the qualifications required for this project.

After reviewing the bids received, the team's conclusion that Camosy Construction, Inc. of Illinois is a responsible bidder and meets the qualifications required for this project and is the lowest qualified bidder. Therefore, it is recommended that contract be award to Camosy Construction, Inc. of Illinois for the Base Bid of fourteen million five-hundred ninety-eight thousand seven hundred dollars (\$14,598,700.00).

FGMA ARCHITECTS

Please let us know the City's decision on the contract award at your earliest convenience.

If you have any questions or comments, please do not hesitate to call me.

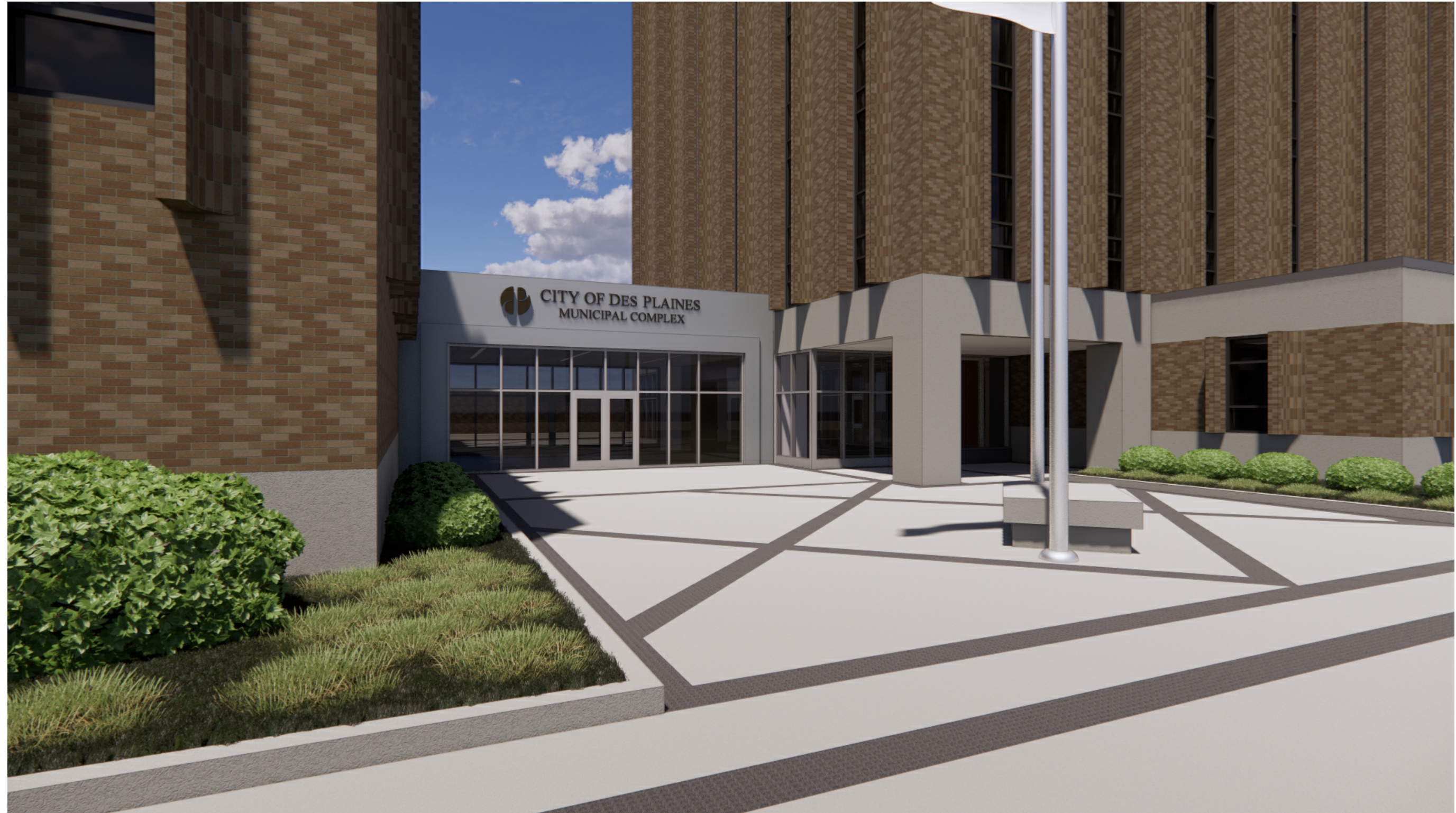
Sincerely,

A handwritten signature in black ink, appearing to read "M. Price".

Mark Price, AIA
Senior Associate

POLICE DEPARTMENT ADDITION AND RENOVATION

1420 Miner Street
Des Plaines, Illinois 60016



LINK PERSPECTIVE

POLICE DEPARTMENT ADDITION AND RENOVATION

1420 Miner Street
Des Plaines, Illinois 60016



EXTERIOR PERSPECTIVE A

City of Des Plaines



City of Des Plaines



City of Des Plaines



CITY OF DES PLAINES

RESOLUTION R - 55 - 23

A RESOLUTION APPROVING AN AGREEMENT WITH CAMOSY INCORPORATED FOR THE CITY HALL AND POLICE STATION LINK AND POLICE STATION ADDITION AND RENOVATION PROJECT.

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

WHEREAS, the City has appropriated funds in the Facilities Replacement Fund for use by the Department of Public Works and Engineering during the 2023 fiscal year for the construction of the City Hall and Police Station Link and Police Station Addition and Renovation Project, which includes the construction of an addition connecting City Hall to the Police Station and creating a common lobby, a two-story addition to the Police Station, and select interior renovations to the existing Police Station (collectively, the "**Work**"); and

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

WHEREAS, the City received six bids, which were opened on January 26, 2023; and

WHEREAS, Camosy Incorporated ("**Contractor**") submitted the lowest responsible bid in the not-to-exceed amount of \$14,598,790; and

WHEREAS, the City desires to enter into a contract with Contractor for the performance of the Work in the not-to-exceed amount of \$14,598,790 ("**Agreement**") plus a contingency fund of \$1,000,000 ("**Contingency Fund**") for a total approved project cost of \$15,598,790; and

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

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 AND CONTINGENCY FUND. 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, and the Contingency Fund.

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

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

PASSED this ___ day of _____, 2023.

APPROVED this ___ day of _____, 2023.

VOTE: AYES _____ NAYS _____ ABSENT _____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Agreement with Camosy Inc for CH and PD Link and PD Addition

CITY OF DES PLAINES

**CONTRACT FOR THE CONSTRUCTION OF
CITY HALL and POLICE DEPARTMENT LINK
And
POLICE DEPARTMENT ADDITION and RENOVATION**

**CITY OF DES PLAINES
 CONTRACT FOR THE CONSTRUCTION OF
 CITY HALL and POLICE DEPARTMENT LINK
 And
 POLICE DEPARTMENT ADDITION and RENOVATION**

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Contractor’s Certification

- Attachment A:** Supplemental Schedule of Contract Terms
- Attachment B:** City Hall & PD Link Project Manual
- Attachment C:** City Hall & PD Link Permit Approved as noted Drawings
- Attachment D:** Police Department Addition & Renovation Project Manual
- Attachemtn E:** Police Department Addition & Renovation Permit Approved as noted Drawings
- Attachment F:** Reference Drawings
- Attachment G:** Special Project Requirements

**CITY OF DES PLAINES
CONTRACT FOR THE CONSTRUCTION OF
CITY HALL and POLICE DEPARTMENT LINK
And
POLICE DEPARTMENT ADDITION and RENOVATION**

In consideration of the mutual promises set forth below, the City of Des Plaines, 1420 Miner Street / Northwest Highway, Des Plaines, Illinois 60016, an Illinois municipal corporation (“*Owner*”), and Camosy Incorporated, 43451 N US Highway 41, Zion, IL, 60099-9455, a Construction (“*Contractor*”), make this Contract as of February 21, 2023, (the “*Effective Date*”) and hereby agree as follows:

ARTICLE I: THE WORK

1.1 Performance of the Work

Contractor, at its sole cost and expense, must provide, perform, and complete all of the following, all of which is herein referred to as the “*Work*”:

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the City Hall and Police Department Link Project at 1420 and 1418 Miner St., Des Plaines, IL 60016, and the Police Department Addition and Renovation project located at 1418 Miner St., Des Plaines, IL 60016 both as defined in Attachment A, in accordance with the project manual specifications attached hereto as Attachment’s B & D, the permit approved as noted drawings identified in the list attached hereto as Attachment’s C & E, the reference drawings attached hereto as Attachment’s F, and the Special Project Requirements attached hereto as Attachment G.
2. Permits. Except as otherwise provided in Attachment A, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.
3. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this Contract.
4. Taxes. Pay all applicable federal, state, and local taxes.
5. Miscellaneous. Do all other things required of Contractor by this Contract, including without limitation arranging for utility and other services needed for the Work and for testing, including the installation of temporary utility lines,

wiring, switches, fixtures, hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.

6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged and first quality equipment, materials, and supplies.

1.2 Commencement and Completion Dates

Contractor must commence the Work not later than the “*Commencement Date*” set forth on Attachment A and must diligently and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Contract not later than the “*Completion Date*” set forth in Attachment A. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the “*Contract Time*.”

1.3 Required Submittals

A. Submittals Required. Contractor must submit to Owner all documents, data, and information specifically required to be submitted by Contractor under this Contract and must, in addition, submit to Owner all such drawings, specifications, descriptive information, and engineering documents, data, and information as may be required, or as may be requested by Owner, to show the details of the Work, including a complete description of all equipment, materials, and supplies to be provided under this Contract (“*Required Submittals*”). Such details must include, but are not limited to, design data, structural and operating features, principal dimensions, space required or provided, clearances required or provided, type and brand of finish, and all similar matters, for all components of the Work.

B. Number and Format. Contractor must provide three complete sets for each Required Submittal. All Required Submittals, except drawings, must be prepared on white 8-1/2” x 11”. Two blueline prints and one sepia transparency of each drawing must be provided. All drawings must be clearly marked in the lower right-hand corner with the names of Owner and Contractor.

C. Time of Submission and Owner’s Review. All Required Submittals must be provided to Owner no later than the time, if any, specified in this Contract for their submission or, if no time for submission is specified, in sufficient time, in Owner’s sole opinion, to permit Owner to review the same prior to the commencement of the part of the Work to which they relate and prior to the purchase of any equipment, materials, or supplies that they describe. Owner will have the right to require such corrections as may be necessary to make such submittals conform to this Contract. All such submittals will, after final processing and review with no exception noted by Owner, become a part of this Contract. No

Work related to any submittal may be performed by Contractor until Owner has completed review of such submittal with no exception noted. Owner's review and stamping of any Required Submittal will be for the sole purpose of examining the general management, design, and details of the proposed Work, does not relieve Contractor of the entire responsibility for the performance of the Work in full compliance with, and as required by or pursuant to this Contract, and may not be regarded as any assumption of risk or liability by Owner.

D. Responsibility for Delay. Contractor is responsible for any delay in the Work due to delay in providing Required Submittals conforming to this Contract.

1.4 Review and Interpretation of Contract Provisions

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments, and the drawings identified in Attachment C, all of which are by this reference incorporated into and made a part of this Contract. Contractor must, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned is understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

Contractor must promptly notify Owner of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of this Contract before proceeding with any Work affected thereby. If Contractor fails to give such notice to Owner, then the subsequent decision of Owner as to which provision of this Contract governs is final, and any corrective work required does not entitle Contractor to any damages, to any compensation in excess of the Contract Price, or to any delay or extension of the Contract Time.

When the equipment, materials, or supplies furnished by Contractor cannot be installed as specified in this Contract, Contractor must, without any increase in the Contract Price, make all modifications required to properly install the equipment, materials, or supplies. Any such modification is subject to the prior review and consent of Owner.

1.5 Conditions at the Work Site; Record Drawings

Contractor represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Contractor will have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other

investigations is or has been provided by Owner, or is or has been otherwise made available to Contractor by Owner, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

Contractor is solely responsible for locating all existing underground installations by prospecting no later than two workdays prior to any scheduled excavation or trenching, whichever is earlier. Contractor must check all dimensions, elevations, and quantities indicated in this Contract within the same time period as set forth above for prospecting underground installations. Contractor must lay out the Work in accordance with this Contract and must establish and maintain such locations, lines and levels. Wherever pre-existing work is encountered, Contractor must verify and be responsible for dimensions and location of such pre-existing work. Contractor must notify Owner of any discrepancy between the dimensions, elevations and quantities indicated in this Contract and the conditions of the Work Site or any other errors, omissions or discrepancies which Contractor may discover during such inspections. Full instructions will be furnished by Owner should such error, omission, or discrepancy be discovered, and Contractor must carry out such instructions as if originally specified and without any increase in Contract Price.

Before Final Acceptance of the Work, Contractor must submit to Owner two sets of Drawings of Record, unless a greater number is specified elsewhere in this Contract, indicating all field deviations from Attachment B or the drawings identified in Attachment C.

1.6 Technical Ability to Perform

Contractor represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.7 Financial Ability to Perform

Contractor represents and warrants that it is financially solvent, and Contractor has the financial resources necessary to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.8 Time

Contractor represents and warrants that it is ready, willing, able and prepared to begin the Work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions

that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work.

1.9 Safety at the Work Site

Contractor is solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement applies continuously and is not limited to normal working hours. Contractor must take all safety precautions as necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Contractor must conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained permits therefor from the proper authorities. If any public or private right-of-way are rendered unsafe by Contractor's operations, Contractor must make such repairs or provide such temporary ways or guards as are acceptable to the proper authorities.

1.10 Cleanliness of the Work Site and Environs

Contractor must keep the Work Site and adjacent areas clean at all times during performance of the Work and must, upon completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition.

1.11 Damage to the Work, the Work Site, and Other Property

The Work and everything pertaining thereto is provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor is fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing, Contractor must, at its own cost and expense, provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work in order to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing is not explicitly specified, and support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures and landscaping of all kinds and all other public or private property that may be encountered or endangered in providing, performing and completing the Work. Contractor will have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor must, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of the Work. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section exist without regard to, and may not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

1.12 Subcontractors and Suppliers

A. Approval and Use of Subcontractors and Suppliers. Contractor must perform the Work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors, suppliers, and subcontracts used by Contractor must be acceptable to, and approved in advance by, Owner. Owner’s approval of any subcontractor, supplier, and subcontract does not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract is subject to all of the provisions of this Contract in the same manner as if performed by employees of Contractor. Every reference in this Contract to “Contractor” is deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract must include a provision binding the subcontractor or supplier to all provisions of this Contract.

B. Removal of Subcontractors and Suppliers. If any subcontractor or supplier fails to perform the part of the Work undertaken by it in a manner satisfactory to Owner, Contractor must immediately upon notice from Owner terminate such subcontractor or supplier. Contractor will have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

1.13 Simultaneous Work By Others

Owner has the right to perform or have performed such other work as Owner may desire in, about, or near the Work Site during the performance of the Work by Contractor. Contractor must make every reasonable effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other. Contractor must afford Owner and other contractors reasonable opportunity for the execution of such other work and must properly coordinate the Work with such other work.

1.14 Occupancy Prior to Final Payment

Owner will have the right, at its election, to occupy, use, or place in service any part of the Work prior to Final Payment. Such occupancy, use, or placement in service must be conducted in such manner as not to damage any of the Work or to unreasonably interfere with the progress of the Work. No such occupancy, use, or placement in service may be construed as an acceptance of any of the Work or a release or satisfaction of Contractor’s duty to insure and protect the Work, nor may it, unless conducted in an unreasonable manner, be considered as an interference with Contractor’s provision, performance, or completion of the Work.

1.15 Owner’s Right to Terminate or Suspend Work for Convenience

A. Termination or Suspension for Convenience. Owner has the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written

notice to Contractor. Every such notice must state the extent and effective date of such termination or suspension. On such effective date, Contractor must, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.15A above, Owner must pay Contractor (1) such direct costs, excluding overhead, as Contractor has paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination together with ten percent of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit, as Contractor may have reasonably and necessarily incurred as the result of such termination. Any such payment may be offset by any prior payment or payments and is subject to Owner's rights to withhold and deduct as provided in this Contract.

ARTICLE II: CHANGES AND DELAYS

2.1 Changes

Owner has the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time ("*Change Order*"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time must be made within two business days following receipt of such Change Order, and may, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order will entitle Contractor to make any claim for damages, anticipated profits, or other compensation.

2.2 Delays

A. Extensions for Unavoidable Delays. For any delay that may result from causes that could not be avoided or controlled by Contractor, Contractor must, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time will be allowed for any other delay in completion of the Work.

B. No Compensation for Delays. No payment, compensation, damages, or adjustment of any kind, other than the extension of the Contract Time provided in Subsection 2.2A above, may be made to, or claimed by, Contractor because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by Owner or any other party and whether avoidable or unavoidable.

**ARTICLE III: CONTRACTOR’S RESPONSIBILITY
FOR DEFECTIVE WORK**

3.1 Inspection; Testing; Correction of Defects

A. Inspection. Until Final Payment, all parts of the Work are subject to inspection and testing by Owner or its designated representatives. Contractor must furnish, at its own expense, all reasonable access, assistance, and facilities required by Owner for such inspection and testing.

B. Re-Inspection. Re-inspection and re-testing of any Work may be ordered by Owner at any time, and, if so ordered, any covered or closed Work must be uncovered or opened by Contractor. If the Work is found to be in full compliance with this Contract, then Owner must pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor must pay such cost.

C. Correction. Until Final Payment, Contractor must, promptly and without charge, repair, correct, or replace all or any part of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

3.2 Warranty of Work

A. Scope of Warranty. Contractor warrants that the Work and all of its components will be free from defects and flaws in design, workmanship, and materials; must strictly conform to the requirements of this Contract; and will be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranty herein expressed is in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. Repairs; Extension of Warranty. Contractor, promptly and without charge, must correct any failure to fulfill the above warranty that may be discovered or develop at any time within one year after Final Payment or such longer period as may be prescribed in Attachment B or Attachment D to this Contract or by law. The above warranty may be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor’s obligation to correct Work may be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and may not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

C. Subcontractor and Supplier Warranties. Whenever Attachment B or Attachment D requires a subcontractor or supplier to provide a guaranty or warranty, Contractor is solely responsible for obtaining said guaranty or warranty in form satisfactory to

Owner and assigning said warranty or guaranty to Owner. Acceptance of any assigned warranties or guaranties by Owner is a precondition to Final Payment and does not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

3.3 Owner's Right to Correct

If, within two business days after Owner gives Contractor notice of any defect, damage, flaw, unsuitability, nonconformity, or failure to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of this Contract, Contractor neglects to make, or undertake with due diligence to make, the necessary corrections, then Owner is entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys' fees and administrative expenses.

ARTICLE IV: FINANCIAL ASSURANCES

4.1 Bonds

Contemporaneous with Contractor's execution of this Contract, Contractor must provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company licensed to do business in the State of Illinois with a general rating of A and a financial size category of Class X or better in Best's Insurance Guide, each in the penal sum of the Contract Price ("*Bonds*"). Contractor, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, must maintain and keep in force, at Contractor's expense, the Bonds required hereunder.

4.2 Insurance

Contemporaneous with Contractor's execution of this Contract, Contractor must provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth in Attachment A. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies must be in a form, and from companies, acceptable to Owner. Such insurance must provide that no change, modification in, or cancellation of any insurance becomes effective until the expiration of 30 days after written notice thereof has have been given by the insurance company to Owner. Contractor must, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverages and limits set forth in Attachment A.

4.3 Indemnification

Contractor hereby agrees to and will indemnify, save harmless, and defend Owner and all of its elected officials, officers, employees, attorneys, agents, and representatives against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused solely by the negligence of Owner.

ARTICLE V: PAYMENT

5.1 Contract Price

Owner must pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Contractor must accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set forth in Attachment A (the "*Contract Price*"), subject to any additions, deductions, or withholdings provided for in this Contract.

5.2 Taxes and Benefits

Owner is exempt from and will not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or excise taxes. The Contract Price includes all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Contractor.

5.3 Progress Payments

A. Payment in Installments. The Contract Price must be paid in monthly installments in the manner set forth in Attachment A ("*Progress Payments*").

B. Pay Requests. Contractor must, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request in the form provided by Owner ("*Pay Request*"). The first Pay Request must be submitted not sooner than 30 days following commencement of the Work. Owner may, by written notice to Contractor, designate a specific day of each month on or before which Pay Requests must be submitted. Each Pay Request must include (a) Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and (b) Contractor's certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

C. Work Entire. This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and to Owner's obligation to pay all or any part of the Contract Price or any other consideration for the Work. Any and all Progress Payments made pursuant to this Article are provided merely for the convenience of Contractor and for no other purpose.

5.4 Final Acceptance and Final Payment

A. Notice of Completion. When the Work has been completed and is ready in all respects for acceptance by Owner, Contractor must notify Owner and request a final inspection ("*Notice of Completion*"). Contractor's Notice of Completion must be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with, or as required by or pursuant to, this Contract ("*Punch List Work*").

B. Punch List and Final Acceptance. The Work may be finally accepted when, and only when, the whole and all parts thereof have been completed to the satisfaction of Owner in full compliance with, and as required by or pursuant to, this Contract. Upon receipt of Contractor's Notice of Completion, Owner must make a review of the Work and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor's completion or correction of all Punch List Work, Owner must make another review of the Work and prepare and deliver to Contractor either a written notice of additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work ("*Final Acceptance*").

C. Final Payment. As soon as practicable after Final Acceptance, Contractor must submit to Owner a properly completed final Pay Request in the form provided by Owner ("*Final Pay Request*"). Owner must pay to Contractor the balance of the Contract Price, after deducting therefrom all charges against Contractor as provided for in this Contract ("*Final Payment*"). Final Payment must be made not later than 60 days after Owner approves the Final Pay Request. The acceptance by Contractor of Final Payment will operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Work.

5.5 Liens

A. Title. Nothing in this Contract may be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies, and other items will, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such

title will not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.

B. Waivers of Lien. Contractor must, from time to time at Owner's request and in any event prior to Final Payment, furnish to Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of Owner, that no lien against the Work or the public funds held by Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Contract ("*Lien*") and that no right to file any Lien exists in favor of any person whatsoever.

C. Removal of Liens. If at any time any notice of any Lien is filed, then Contractor must, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner will have the right to retain from any money payable hereunder an amount that Owner, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

D. Protection of Owner Only. This Section does not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor may it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. Owner's retention of funds pursuant to this Section is deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and Owner will have no obligation to apply such funds to such removal but may, nevertheless, do so where Owner's interests would thereby be served.

5.6 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner will have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or excise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

B. Use of Withheld Funds. Owner is entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor has either performed the

obligations in question or furnished security for such performance satisfactory to Owner. Owner is entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

ARTICLE VI: DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

A. Notice of Disputes and Objections. If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of Owner, Contractor may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof; provided, however, that Contractor must, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two business days after receipt of such requirement, direction, instruction, interpretation, determination, or decision, Contractor is conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor will be held to resolve the dispute. Within three business days after the end of the conference, Owner must render its final decision, in writing, to Contractor. If Contractor objects to the final decision of Owner, then it must, within three business days, give Owner notice thereof and, in such notice, must state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor will be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

6.2 Contractor's Remedies

If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within 10 days after receipt of such demand, then Contractor will be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

6.3 Owner's Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's

rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due (“*Event of Default*”), and has failed to cure any such Event of Default within five business days after Contractor’s receipt of written notice of such Event of Default, then Owner will have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.
2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys’ fees and administrative costs, incurred by Owner in connection therewith.
3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.
4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
5. Owner may, without terminating this Contract, terminate Contractor’s rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor’s expense.
6. Upon any termination of this Contract or of Contractor’s rights under this Contract, and at Owner’s option exercised in writing, any or all subcontracts and supplier contracts of Contractor will be deemed to be assigned to Owner without any further action being required, but Owner may not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.
7. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys’ fees and administrative expenses, incurred by Owner as

the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.

8. Owner may recover any damages suffered by Owner.

6.4 Owner’s Additional Remedy for Delay

If the Work is not completed by Contractor, in full compliance with, and as required by or pursuant to, this Contract, within the Contract Time as such time may be extended by Change Order, then Owner may invoke its remedies under Section 6.3 of this Contract or may, in the exercise of its sole and absolute discretion, permit Contractor to complete the Work but charge to Contractor, and deduct from any Progress or Final Payments, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the “*Per Diem Administrative Charge*” set forth in Attachment A, as well as any additional damages caused by such delay.

6.5 Terminations and Suspensions Deemed for Convenience

Any termination or suspension of Contractor’s rights under this Contract for an alleged default that is ultimately held unjustified will automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.15 of this Contract.

**ARTICLE VII: LEGAL RELATIONSHIPS
AND REQUIREMENTS**

7.1 Binding Effect

This Contract is binding on Owner and Contractor and on their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party is deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 Relationship of the Parties

Contractor will act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract may be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Contractor or (2) except as provided in Paragraph 6.3(6) above, to create any relationship between Owner and any subcontractor or supplier of Contractor.

7.3 No Collusion/Prohibited Interests

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation.

If at any time it is found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor will be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract will, at Owner's option, be null and void.

Contractor hereby represents and warrants that neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is, directly or indirectly, engaged in, or facilitating, the Work on behalf of any such person, group, entity or nation.

7.4 Assignment

Contractor may not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval will not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor.

7.5 Confidential Information

All information supplied by Owner to Contractor for or in connection with this Contract or the Work must be held confidential by Contractor and may not, without the prior express written consent of Owner, be used for any purpose other than performance of the Work.

7.6 No Waiver

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Work by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner may constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Work, equipment, materials, or supplies, nor operate to waive or otherwise diminish the effect of any warranty or representation made by

Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

7.7 No Third Party Beneficiaries

No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than Contractor may be made or be valid against Owner.

7.8 Notices

All notices required or permitted to be given under this Contract must be in writing and are deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

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

	<u>with a copy to:</u>
City of Des Plaines	Elrod Friedeman LLP
1420 Miner Street	325 N LaSalle Street, Suite 450
Des Plaines, Illinois 60016	Chicago, Illinois 60654
Attention: Michael Bartholomew	Attention: Peter Friedman

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

Camosy Incorporated
43451 N US Hwy. 41
Zion, IL 60099

The foregoing may not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section, Owner and Contractor each have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address is effective until actually received.

7.9 Governing Laws

This Contract and the rights of Owner and Contractor under this Contract will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

7.10 Changes in Laws

Unless otherwise explicitly provided in this Contract, any reference to laws includes such laws as they may be amended or modified from time to time.

7.11 Compliance with Laws

A. Compliance Required. Contractor, and each subcontractor, must give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is 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 Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (see Subsection C of this Section) if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate applies to this Contract); any other applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Public Works Discrimination Act, 775 ILCS 10/0.01 et seq.; the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq.; or and any statutes regarding safety or the performance of the Work, including the Illinois Underground Utility Facilities Damage Prevention Act, 220 ILCS 50/1 et seq., and the Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651 et seq.

B. Liability for Fines, Penalties. Contractor is 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 Contractor's, or its subcontractors' or suppliers', performance of, or failure to perform, the Work or any part thereof.

C. Prevailing Wage Act Certified Payroll. Contractor and each subcontractor, in order to comply with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the "Act"), must submit certified payroll to the Illinois Department of Labor, in accordance with Section 5 of the Act.

D. Required Provisions Deemed Inserted. Every provision of law required by law to be inserted into this Contract is deemed to be inserted herein.

7.12 Compliance with Patents

A. Assumption of Costs, Royalties, and Fees. Contractor will pay or cause to be paid all costs, royalties, and fees arising from the use on, or the incorporation into, the Work,

of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor must promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Contractor must pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner will have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

7.13 Time

The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days is construed to refer to calendar days.

7.14 Severability

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

7.15 Entire Agreement

This Contract sets forth the entire agreement of Owner and Contractor with respect to the accomplishment of the Work and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Contractor with respect to the Work and the compensation therefor.

7.16 Amendments

No modification, addition, deletion, revision, alteration or other change to this Contract is effective unless and until such change is reduced to writing and executed and delivered by Owner and Contractor.

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed by their properly authorized representatives in two original counterparts as of the Effective Date.

CITY OF DES PLAINES

By: _____

Name: Michael G. Bartholomew

Title: City Manager

Attest:

By: _____

Name: _____

Title: _____

CAMOSY INCORPORATED

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

STATE OF ILLINOIS)
)
COUNTY OF _____) SS

CONTRACTOR’S CERTIFICATION

[contractor’s executing officer], being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) 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.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the “Patriot Act”) or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001.

DATED: _____, 20__.

CAMOSY INCORPORATED

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

Subscribed and Sworn to before me on _____, 20__.

My Commission expires: _____

Notary Public

(SEAL)

**CITY OF DES PLAINES
CONTRACT FOR THE CONSTRUCTION OF
CITY HALL and POLICE DEPARTMENT LINK
And
POLICE DEPARTMENT ADDITION and RENOVATION**

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. Project:

Phase 1: City Hall and Police Department Link: Per attached plan drawings and project manual, the construction of an addition between the City Hall and Police Station to form a common entry, lobby, and reception area for both buildings. This is envisioned as a one-story enclosure of the existing covered walkway connecting the two buildings. The first floor will also include police department reception, common toilet rooms, report writing rooms and potentially a community development service window.

Phase 2: Police Department Addition and Renovation: Per attached plan drawings and project manual, the construction of a two story approximately 20,000 sf addition to the existing Police Station, located at 1420 Miner Street in Des Plaines.

Phase 3: Selective areas of interior renovation of the existing police station is also to occur subsequently after the completion and occupancy of the proposed addition.

2. Work Site:

1420 and 1418 Miner Street

Des Plaines, IL 60016

3. Permits, Licenses, Approvals, and Authorizations:

Contractor must obtain all required governmental permits, licenses, all contractor and sub-contractor City of Des Plaines business licenses current, approvals, and authorizations, except:

[Identify permits, licenses, and approvals obtained, or to be obtained, by Owner]
City of Des Plaines Building Permit; MWRD Permit

No Exceptions

4. **Commencement Date:**

14 days after execution of the Contract by Owner; Expected by 3/15/23.

5. **Substantial Completion Date:**

Phase 1: Three (3) months after receipt of Notice of Award, plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

Phase 2: Fourteen (14) months after receipt of Notice of Award, plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

Phase 3: Six (6) months after completion of Phase 2, plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

Final Completion Date All Phases – 11/15/24

6. **Insurance Coverage:**

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

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

Such insurance must evidence that coverage applies in the State of Illinois.

- B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$2,000,000 for vehicles owned, non-owned, or rented.

All employees must be included as insureds.

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

- (1) General Aggregate: \$5,000,000. See Subsection F below regarding use of umbrella coverage.
- (2) Bodily Injury: \$2,000,000 per person; \$2,000,000 per occurrence
- (3) Property Damage: \$2,000,000 per occurrence and \$5,000,000 aggregate.

Coverage must include:

- Premises / Operations
- Products / Completed Operations (to be maintained for two years after Final Payment)
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
- Bodily Injury and Property Damage

“X”, “C”, and “U” exclusions must be deleted.

Railroad exclusions must be deleted if Work Site is within 50 feet of any railroad track.

All employees must be included as insured.



- D. Builders Risk Insurance. This insurance must be written in completed value form, must protect Contractor and Owner against “all risks” of direct physical loss to buildings, structures, equipment, and materials to be used in providing, performing, and completing the Work, including without limitation fire extended coverage, vandalism and malicious mischief, sprinkler leakage, flood, earth movement and collapse, and must be designed for the circumstances that may affect the Work.

This insurance must be written with limits not less than the insurable value of the Work at completion. The insurable value must include the aggregate value of Owner-furnished equipment and materials to be constructed or installed by Contractor.

This insurance must include coverage while equipment or materials are in warehouses, during installation, during testing, and after the Work is completed, but prior to Final Payment. This insurance must include coverage while Owner is occupying all or any part of the Work prior to Final Payment without the need for the insurance company's consent.

E. Owner's and Contractor's Protective Liability Insurance. Contractor, at its sole cost and expense, must purchase this Insurance in the name of Owner with a combined single limit for bodily injury and property damage of not less than \$1,000,000.

F. Umbrella Policy. The required coverage may be in the form of an umbrella policy above \$2,000,000 primary coverage. All umbrella policies must provide excess coverage over underlying insurance on a following-form basis so that, when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover that loss.

G. Deductible. Each policy must have a deductible or self-insured retention of not more than \$_____.

H. Owner as Additional Insured. Owner must be named as an Additional Insured on the following policies:
All Policies

The Additional Insured endorsement must identify Owner as follows:

The City of Des Plaines and its boards, commissions, committees, authorities, employees, agencies, officers, voluntary associations, and other units operating under the jurisdiction and within the appointment of its budget.

I. Other Parties as Additional Insureds. In addition to Owner, the following parties must be named as additional insured on the following policies:

<u>Additional Insured</u>	<u>Policy or Policies</u>
<u>FGM Architects, Inc.</u>	<u>All</u>

7. **Contract Price:**

\SCHEDULE OF PRICES

A. **LUMP SUM CONTRACT**

For providing, performing, and completing all Work per Schedule of Prices,
the total Contract Price of (*write in numbers only*):

\$ 14,600,603 _____

Schedule of Prices

Phase 1: CITY HALL and POLICE DEPARTMENT LINK

A	B	C
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE
1	General Conditions	\$299,968
2	Demolition	\$103,382
3	Concrete	\$289,306
4	Masonry	\$0
5	Metals	\$21,145
6	Woods & Plastics	\$55,353
7	Thermal & Moisture Protection	\$32,289
8	Doors & Windows	\$190,616
9	Finishes	\$179,643
10	Specialties	\$44,361
11	Equipment	\$0
12	Conveying Systems	\$0
13	Fire Protection	\$15,820
14	Plumbing	\$66,850
15	HVAC	\$76,000
16	Electrical	\$131,547
17	Earthwork	\$125,000
18	Site Improvements	\$29,400
19	Utilities	\$0
20	Roofing	\$132,000
21	Other	\$77,410
22	Landscape and Irrigation Allowance	\$0
	Grand Total Phase 1	1,870,090

00119451.2

Phase 2: POLICE DEPARTMENT ADDITION

A	B	C
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE
1	General Conditions	\$719,763
2	Demolition	\$49,761
3	Concrete	\$528,795
4	Masonry	\$1,048,200
5	Metals	\$617,968
6	Woods & Plastics	\$267,528
7	Thermal & Moisture Protection	\$153,290
8	Doors & Windows	\$616,211
9	Finishes	\$953,383
10	Specialties	\$78,870
11	Equipment	\$560,000
12	Conveying Systems	\$104,700
13	Fire Protection	\$89,660
14	Plumbing	\$522,400
15	HVAC	\$708,000
16	Electrical	\$1,276,230
17	Earthwork	\$500,000
18	Site Improvements	\$63,898
19	Utilities	\$0
20	Roofing	\$478,000
21	Other	\$432,329
22	Landscape and Irrigation Allowance	31,014
	Grand Total Phase 2	\$9,800,000

Phase 3: POLICE DEPARTMENT EXISTING INTERIOR RENOVATION

A	B	C
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE
1	General Conditions	\$247,333
2	Demolition	\$270,150
3	Concrete	\$0
4	Masonry	\$28,000
5	Metals	\$0
6	Woods & Plastics	\$114,901
7	Thermal & Moisture Protection	\$5,309
8	Doors & Windows	\$174,522
9	Finishes	\$639,103
10	Specialties	\$54,574
11	Equipment	\$0
12	Conveying Systems	\$0
13	Fire Protection	\$121,360
14	Plumbing	\$137,000
15	HVAC	\$162,000
16	Electrical	\$881,175
17	Earthwork	\$0
18	Site Improvements	\$0
19	Utilities	\$0
20	Other	\$93,273
	Grand Total Phase 3	\$2,928,700

TOTAL PRICE PHASE 1 + PHASE 2 + PHASE 3:

\$14,600,603

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

FORCE ACCOUNT OPTION. All Work will be paid on a force account basis, using the terms of Section 109.04(b) of the IDOT Standard Specifications For Road And Bridge Construction 2012, without limitation to “extra work.” Contractor shall be paid in installments as provided in the Contract. Contractor must submit Pay Requests including itemized statements of the cost of the Work, accompanied and supported by statements and invoices for all labor, materials, transportation charges and other items of the Work, using standard Illinois Department of Transportation schedules and report forms.

B. UNIT PRICE CONTRACT

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

TOTAL CONTRACT PRICE (*write in numbers only*):

\$ _____

C. COMBINED LUMP SUM/UNIT PRICE CONTRACT

(1) For providing, performing, and completing all Work related to *[insert description of lump sum work]*, the total sum of (*write in numbers only*):

\$ _____

(2) For providing, performing, and completing all Work related to *[insert description of unit price work]*, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

COMPLETE TABLE AS INDICATED

<u>Unit Price Item</u>	<u>Unit</u>	<u>Approximate Number of Units</u>	<u>Price Per Unit</u>	<u>Extension</u>
1			\$ _____	\$ _____
2			\$ _____	\$ _____
3			\$ _____	\$ _____

TOTAL CONTRACT PRICE, being the sum of (1) plus the extension of (2) (*write in numbers only*):

\$ _____

D. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;
2. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and

3. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

All claim or right to claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

8. Progress Payments:

- A. General. Owner must pay to Contractor 90 percent of the Value of Work, determined in the manner set forth below, installed and complete in place up to the day before the Pay Request, less the aggregate of all previous Progress Payments. The total amount of Progress Payments made prior to Final Acceptance by Owner may not exceed 90 percent of the Contract Price.

- B. Value of Work. The Value of the Work will be determined as follows:

- (1) Lump Sum Items. For all Work to be paid on a lump sum basis, Contractor must, not later than 10 days after execution of the Contract and before submitting its first Pay Request, submit to Owner a schedule showing the value of each component part of such Work in form and with substantiating data acceptable to Owner (“Breakdown Schedule”). The sum of the items listed in the Breakdown Schedule must equal the amount or amounts set forth in the Schedule of Prices for Lump Sum Work. An unbalanced Breakdown Schedule providing for overpayment of Contractor on component parts of the Work to be performed first will not be accepted. The Breakdown Schedule must be revised and resubmitted until acceptable to Owner. No payment may be made for any lump sum item until Contractor has submitted, and Owner has approved, an acceptable Breakdown Schedule.

Owner may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Work. If Contractor fails to submit a revised Breakdown Schedule that is acceptable to Owner, Owner will have the right either to suspend Progress and Final Payments for Lump Sum Work or to make such Payments based on Owner’s determination of the value of the Work completed.

- (2) Unit Price Items. For all Work to be paid on a unit price basis, the value of such Work will be determined by Owner on the basis of the actual number of acceptable units of Unit Price Items installed and complete in place, multiplied by the applicable Unit Price set forth in the Schedule of Prices. The actual number of acceptable units installed and complete in place will be measured on the basis described in Attachment B to the Contract or, in the absence of such description, on

the basis determined by Owner. The number of units of Unit Price Items stated in the Schedule of Prices are Owner's estimate only and may not be used in establishing the Progress or Final Payments due Contractor. The Contract Price will be adjusted to reflect the actual number of acceptable units of Unit Price Items installed and complete in place upon Final Acceptance.

- C. Application of Payments. All Progress and Final Payments made by Owner to Contractor will be applied to the payment or reimbursement of the costs with respect to which they were paid and will not be applied to or used for any pre-existing or unrelated debt between Contractor and Owner or between Contractor and any third party.

9. **Per Diem Administrative Charge:** Per Diem Administrative Charge: Per Diem based upon Substantial Completion Dates per Phase and Final Completion Date of 11/15/24.

\$ 5,000.00 _____

No Charge

10. **Standard Specifications:**

The Contract includes the following Illinois Department of Transportation standard specifications, each of which are incorporated into the Contract by reference:

"State of Illinois Standard Specifications for Road and Bridge Construction" (SSRB)

"Standard Specifications for Water and Sewer Main Construction in Illinois" (SSWS)

"Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD).

The Contract also includes Owner's City Code and Building Codes.

References to any of these manuals, codes, and specifications means the latest editions effective on the date of the bid opening.

See Attachments for any special project requirements.

**CITY OF DES PLAINES
CONTRACT FOR THE CONSTRUCTION OF
CITY HALL and POLICE DEPARTMENT LINK
And
POLICE DEPARTMENT ADDITION and RENOVATION**

ATTACHMENT B

City Hall & PD Link PROJECT MANUAL

**CITY OF DES PLAINES
CONTRACT FOR THE CONSTRUCTION OF
CITY HALL and POLICE DEPARTMENT LINK
And
POLICE DEPARTMENT ADDITION and RENOVATION**

ATTACHMENT C

City Hall & PD Link PERMIT APPROVED as noted DRAWINGS

**CITY OF DES PLAINES
CONTRACT FOR THE CONSTRUCTION OF
CITY HALL and POLICE DEPARTMENT LINK
And
POLICE DEPARTMENT ADDITION and RENOVATION**

ATTACHMENT D

Police Department Addition & Renovation PROJECT MANUAL

**CITY OF DES PLAINES
CONTRACT FOR THE CONSTRUCTION OF
CITY HALL and POLICE DEPARTMENT LINK
And
POLICE DEPARTMENT ADDITION and RENOVATION**

ATTACHMENT E

Police Department Addition & Renovation PERMIT APPROVED as
noted DRAWINGS

**CITY OF DES PLAINES
CONTRACT FOR THE CONSTRUCTION OF
CITY HALL and POLICE DEPARTMENT LINK
And
POLICE DEPARTMENT ADDITION and RENOVATION**

ATTACHMENT F

REFERENCE DRAWINGS

**CITY OF DES PLAINES
CONTRACT FOR THE CONSTRUCTION OF
CITY HALL and POLICE DEPARTMENT LINK
And
POLICE DEPARTMENT ADDITION and RENOVATION**

ATTACHMENT G

SPECIAL PROJECT REQUIREMENTS

Performance Bond
Labor and Materials Bond
Responsible Bidders Ordinance



OFFICE OF THE MAYOR

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

MEMORANDUM

Date: January 19, 2023
To: Honorable Aldermen
From: Andrew Goczkowski, Local Liquor Commissioner
Cc: Jordan Ellena, Development Services Manager, Community and Economic Development
Subject: Liquor License Request for an Increase in Liquor License Classification

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

La Marina Mariscos dba La Marina
1261 E Algonquin Road

Class A – Tavern seats 250 or less (on-site consumption only)
New Increase from 40 to 41

The complete application packet is on file in the Community and Economic Development Department. The required posting will be completed January 23, 2023, and all necessary fees have been secured.

This request will come before you on the Consent Agenda of the City Council meeting of Monday, February 6, 2023.

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

Andrew Goczkowski
Mayor
Local Liquor Commissioner

Attachments:
Ordinance M-5-23
Application Packet

CITY OF DES PLAINES

ORDINANCE M - 5 - 23

AN ORDINANCE AMENDING THE CITY CODE TO ADD ONE CLASS "A" LIQUOR LICENSE.

WHEREAS, La Marina Mariscos Corp, d/b/a La Marina ("*Applicant*"), applied to the Department of Community and Economic Development for a Class A liquor license for the premises commonly known as 1261 E Algonquin Road, Des Plaines, Illinois ("*Premises*") pursuant to Chapter 4 of Title 4 of the Des Plaines City Code ("*City Code*"); and

WHEREAS, the City desires to issue one Class A liquor license to the Applicant for the Premises; and

WHEREAS, the City Council has determined that it is in the best interest of the City to grant the Applicant a Class A liquor license for the Premises;

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

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

SECTION 2: APPROVAL OF LIQUOR LICENSE. The City Council hereby grants the Applicant a Class A Liquor License to the Applicant for the Premises.

SECTION 3: FEE SCHEDULE. Section 1, titled "Fee Schedule," of Chapter 18, titled "Schedule of Fees," of Title 4, titled "Business Regulations," of the City Code is hereby amended further to read as follows:

4-18-1: FEE SCHEDULE:

Section	Fee Description	Number	Term	Fee	
					New
	*	*	*		
Chapter 4	Liquor Control				
4-4-5A	License Fees and Number:				
	Class	Number	Term	Initial Fee	Annual Fee
	Class A	40 41	Annual	\$3,850.00	\$1,925.00
	*	*	*		

SECTION 4: SEVERABILITY. If any paragraph, section, clause or provision of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

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

PASSED this ____ day of _____, 2023.

APPROVED this ____ day of _____, 2023.

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 Add One Class A Liquor License for La Marina Mariscos Corp dba La Marina



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: La Marina Mariscos
Address: 1261 E Algonquin Rd Zip: 60016
Mailing Address: 1261 E Algonquin Rd Dept:
City: Des Plaines St: IL Zip: 60016
Email: Lamarina.dp@gmail.com Phone#: 773.603.3376
Day/Hours of Operations: Monday: 10-9 6am-1:00am Tuesday: 6am-1am Wednesday: 6am-1am
Thursday: 6am-1am Friday: 6am-1am Saturday: 6am-2am Sunday: 10:30am-1am

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: Owner % of Stock: 100
Name: Maria Ayala
Title: President % of Stock: 0
Name: Danny Zermeno

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 corporation or business obtained a liquor license for another location? NO YES
If YES, please provide name, location and disposition/status of each:

E1 Comedor Express dba Las Islas Marias, 660 N Independence Blvd Romeoville,

Has any officer, owner or stockholder 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

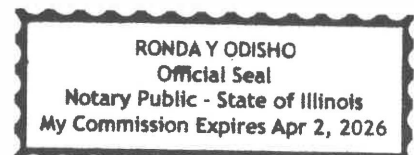
[Signature]

Signature of Owner

Maria Ayala
Print Name

SUBSCRIBED and SWORN to before me this

21 day of December, 2022
[Signature]
NOTARY PUBLIC (STAMP SEAL BELOW)



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

Filing Fee: \$150

File #: 73953324

Approved By: MAJ

FILED
OCT 06 2022
Jesse White
Secretary of State

1. Corporate Name: LA MARINA MARISCOS CORP.

2. Initial Registered Agent: DANNY J ZERMENO
First Name Middle Initial Last Name

Initial Registered Office: 270 SPRINGFIELD TER
Number Street Suite No.
DES PLAINES IL 60018-1128
City ZIP Code County

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

4. Authorized Shares, Issued Shares and Consideration Received:

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

NAME & ADDRESS OF INCORPORATOR

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

Dated OCTOBER 06, 2022
Month & Day Year

MARIA AYALA
Name

270 SPRINGFIELD TER
Street

DES PLAINES IL 60018
City/Town State ZIP Code

This document was generated electronically at www.ilsos.gov



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/30/2022

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

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

PRODUCER Pereida Ins & Fnc Svc Inc 2037 Bloomingdale Rd Suite 207 Glendale Heights IL 60139		CONTACT NAME: Maria Pereida PHONE (A/C No, Ext): 630-363-1321 FAX (A/C No): 630-216-5496 E-MAIL ADDRESS: maridelpereida@gmail.com	
INSURED LA MARINA MARISCOS INC DBA: LA MARINA 1261 E ALGONQUIN RD DES PLAINES IL 60016		INSURER(S) AFFORDING COVERAGE INSURER A : INSURER B : INSURER C : INSURER D : INSURER E : Founders Insurance Company INSURER F :	NAIC #

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED RETENTION \$						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
E	Liquor Liability			ELIL101248	12/29/2022	12/29/2023	PER PERSON OCCURRENCE 1.000.000 AGGREGATE 2.000.000

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

Restaurant
 Consumption on the Premise
 Includes Dram Shop Insurance

CERTIFICATE HOLDER**CANCELLATION**

City of Des Plaines 1420 Miner Street Des Plaines IL 60016	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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

If not, contact us immediately.

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

OFFICIAL DOCUMENT

State of Illinois - Department of Revenue

Illinois Business Authorization

OFFICIAL DOCUMENT

LA MARINA MARISCOS CORP

DBA: LA MARINA

1261 E ALGONQUIN RD
DES PLAINES IL 60016-8518

Loc. Code: 016-0015-1-001

Des Plaines
Cook County

Expiration Date:
12/23/2023

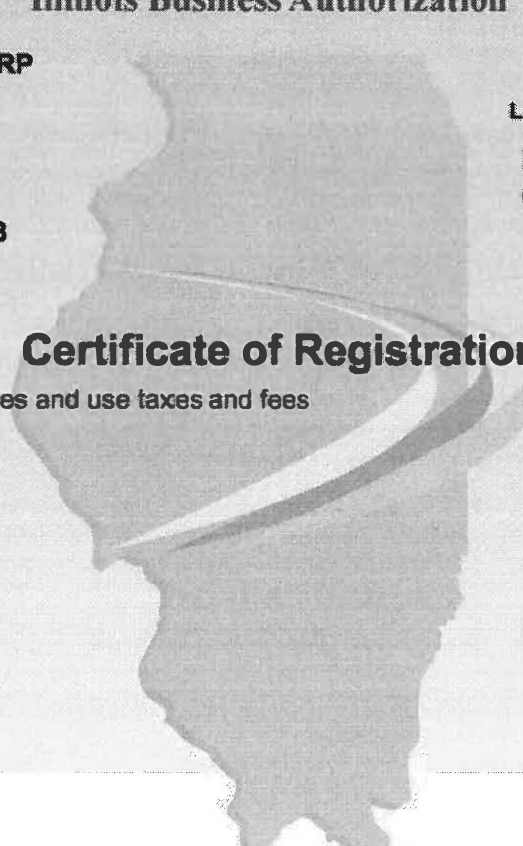
Certificate of Registration
Sales and use taxes and fees

(4463-2691)

ILLINOIS REVENUE
[Signature]
Director

OFFICIAL DOCUMENT

Issued Date: 12/23/2022



Date of this notice: 10-11-2022

Employer Identification Number:
92-0647654

Form: SS-4

Number of this notice: CP 575 A

LA MARINA MARISCOS CORP
LA MARINA
270 SPRINGFIELD TER
DES PLAINES, IL 60018

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

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

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 92-0647654. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

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

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 941	01/31/2023
Form 940	01/31/2023
Form 1120	04/15/2023

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

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

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

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, FEBRUARY 6, 2023

CALL TO ORDER

The regular meeting of the City Council of the City of Des Plaines, Illinois, was called to order by Mayor Goczkowski at 6:02 p.m. in the Eleanor Rohrbach Memorial Council Chambers, Des Plaines Civic Center on Monday, February 6, 2023.

ROLL CALL

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

CLOSED SESSION

Moved by Chester, seconded by Oskerka to convene into Closed Session under the following sections of the Open Meetings Act – Probable or Imminent Litigation, Personnel, Sale of Property, Purchase or Lease of Property, and Litigation.

Upon roll call, the vote was:

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

NAYS: 0 - None

ABSENT: 1 - Brookman

Motion declared unanimously carried.

The City Council recessed at 6:03 p.m.

The City Council reconvened at 7:02 p.m.

Roll call indicated the following Alderman 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, Police Chief Anderson, and General Counsel Friedman.

PRAYER AND PLEDGE

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

PROCLAMATION

City Clerk Mastalski read a proclamation by Mayor Goczkowski declaring February as Black History Month.

Mayor Goczkowski presented the proclamation to members of the Maine West High School's Black Student Union.

ALDERMAN ANNOUNCEMENTS

Alderman Chester recognized the passing of Al Ronan, a lobbyist who previously represented the City. He also mentioned the Devon Connector, and expressed his support of the City's involvement.

Alderman Smith mentioned the activity at the vacant YMCA at 300 Northwest Hwy, stating it recently has been quiet at the property due to active patrolling of the vacant property. She also asked Police Chief Anderson to give an update regarding the trespassing issues of the property, and she asked City Manager Bartholomew for an update regarding the sale of the property.

Police Chief Anderson gave an update on the trespassing and police patrol of the YMCA.

City Manager Bartholomew and General Counsel Friedman gave an update regarding the status of possible redevelopment of the YMCA property.

**MAYORAL
ANNOUNCEMENTS**

Mayor Goczkowski mentioned the Garden Club, in conjunction with the Lion Club, are collecting donations, especially medical items for disabled and seniors, to send to Ukraine; the items can be dropped off at the Frisbie Senior Center until February 9, 2023.

CONSENT AGENDA

Moved by Moylan, seconded by Chester, 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 Zadrozny, seconded by Ebrahimi, 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.

Minutes were approved; Ordinance M-5-23 was approved; Ordinances M-2-23, M-4-23 were adopted; Resolutions R-30-23, R-31-23, R-32-23, R-34-23, R-35-23, R-36-23, R-37-23, R-38-23 were adopted.

**AUTH PURCH &
PLANT/ TREES/
WCMCSTC
Consent Agenda
Resolution
R-31-23**

Moved by Zadrozny, seconded by Ebrahimi, to Approve Resolution R-31-23, A RESOLUTION AUTHORIZING THE PURCHASE AND PLANTING OF TREES THROUGH THE WEST CENTRAL MUNICIPAL CONFERENCE SUBURBAN TREE CONSORTIUM. Motion declared carried as approved unanimously under Consent Agenda.

**APPROVE TSK
ORD 8/ FH MAINT
& TEST/ M.E.
SIMPSON CO
Consent Agenda**

Moved by Zadrozny, seconded by Ebrahimi, to Approve Resolution R-32-23, A RESOLUTION APPROVING TASK ORDER NO. 8 WITH M.E. SIMPSON COMPANY, INC. FOR FIRE HYDRANT MAINTENANCE AND FLOW TESTING. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-32-23**

**APPROVE AGRMT/
UTILITY BILL
SVCS/ SEBIS
Consent Agenda**

Moved by Zadrozny, seconded by Ebrahimi, to Approve Resolution R-30-23, A RESOLUTION APPROVING AN AGREEMENT WITH SEBIS DIRECT INC. FOR ULILITY BILL RENDERING SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-30-23**

**APPROVE PROC/
MAINT SVCS/
LEGACY
Consent Agenda**

Moved by Zadrozny, seconded by Ebrahimi, to Approve Resolution R-34-23, A RESOLUTION AUTHORIZING THE PROCUREMENT OF FLEET MAINTENANCE SERVICES FOR FIRE DEPARTMENT FLEET VEHICLES FROM LEGACY FIRE APPARATUS. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-34-23**

**AUTH PURCH/
CARGO VAN/
SOURCEWELL**
Consent Agenda

Moved by Zadrozny, seconded by Ebrahimi, to Approve Resolution R-35-23, A RESOLUTION AUTHORIZING THE PURCHASE OF A FORD TRANSIT CARGO VAN FROM NATIONAL AUTO FLEET GROUP THROUGH SOURCEWELL. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-35-23**

**APPROVE TSK ORD
2/ AE PHOTO &
PLAN MAP/ AYRES**
Consent Agenda

Moved by Zadrozny, seconded by Ebrahimi, to Approve Resolution R-36-23, A RESOLUTION APPROVING TASK ORDER NO. 2 WITH AYRES ASSOCIATES, INC. FOR AERIAL PHOTOGRAPHY AND PLANIMETRIC MAPPING SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-36-23**

**APPROVE TSK ORD
4/ PROF ENG SVCS/
SPACECO**
Consent Agenda

Moved by Zadrozny, seconded by Ebrahimi, to Approve Resolution R-37-23, A RESOLUTION APPROVING TASK ORDER NO. 4 WITH SPACECO, INC. FOR PROFESSIONAL ENGINEERING SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-37-23**

**APPROVE TSK ORD
5/ PROF ENG SVCS/
AECOM**
Consent Agenda

Moved by Zadrozny, seconded by Ebrahimi, to Approve Resolution R-38-23, A RESOLUTION APPROVING TASK ORDER NO. 5 WITH AECOM TECHNICAL SERVICES, INC. FOR PROFESSIONAL ENGINEERING SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-38-23**

**AMEND CITY
CODE/ CLASS A
LIQ LIC**
Consent Agenda

Moved by Zadrozny, seconded by Ebrahimi, to Approve First Reading of Ordinance M-5-23, AN ORDINANCE AMENDING THE CITY CODE TO ADD ONE CLASS "A" LIQUOR LICENSE. Motion declared carried as approved unanimously under Consent Agenda.

**Ordinance
M-5-23**

**SECOND READING/
ORDINANCE
M-2-23**
Consent Agenda

Moved by Zadrozny, seconded by Ebrahimi, to Approve Ordinance M-2-23, AN ORDINANCE AMENDING TITLE 10 OF THE CITY CODE OF THE CITY OF DES PLAINES REGARDING PLAN REVIEW AND PERMIT FEES. Motion declared carried as approved unanimously under Consent Agenda.

**SECOND READING/
ORDINANCE
M-4-23**
Consent Agenda

Moved by Zadrozny, seconded by Ebrahimi, to Approve Ordinance M-4-23, AN ORDINANCE AUTHORIZING THE ACQUISITION THROUGH CONDEMNATION OF FEE SIMPLE TITLE TO THE PROPERTY LOCATED AT 678 LEE STREET. Motion declared carried as approved unanimously under Consent Agenda.

**APPROVE
MINUTES**
Consent Agenda

Moved by Zadrozny, seconded by Ebrahimi, to Approve the Minutes of the City Council meeting of January 17, 2022, as published. Motion declared carried as approved unanimously under Consent Agenda.

**UNFINISHED
BUSINESS**

**CONSIDER
AMENDING SEC
7-3-2 AND 7-10-6 OF
THE CITY CODE
REGARDING COM
TRK PARKING
Ordinance
M-1-23**

Police Chief Anderson reviewed a memorandum dated January 11, 2023.

The City Council updated ordinance sections 7-3-2 and 7-10-6 in January 2022 to limit semi-truck parking overnight on city streets, and increase the fine for that violation. Since that time, the City has received complaints for other commercial trucks parking on city streets. These include box trucks and other vehicles plated over a B plate.

Staff has reviewed the ordinance and is requesting the ordinance be clarified to state all commercial vehicles (over B plate or 8,000lbs GVW) cannot park overnight on any public right of way, street, parkway, or sidewalk within the city.

Staff has also reviewed the fine amount, and is recommending the fine be increased to \$100 for the first violation, and \$250 for each subsequent violation. This fine is the same as the updated semi-truck and trailer fine that was approved in January 2022.

Staff recommends that the City Council approve Ordinance M-1-23.

Moved by Zadrozny, seconded by Chester, to Approve the Ordinance M-1-23, AN ORDINANCE AMENDING SECTIONS 7-3-2 AND 7-10-6 OF THE DES PLAINES CITY CODE REGARDING COMMERCIAL TRUCK PARKING WITHIN THE CITY.

Upon roll call, 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 Lysakowski, seconded by Oskerka, to Adopt the Ordinance M-1-23, AN ORDINANCE AMENDING SECTIONS 7-3-2 AND 7-10-6 OF THE DES PLAINES CITY CODE REGARDING COMMERCIAL TRUCK PARKING WITHIN THE CITY.

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 2ND
MAJOR AMEND TO
EXIST PUD, FIN
PLAT OF SUBDIV,
& MAJ VAR, &
REPEAL PRIOR
APVL FOR 1700 W.
HIGGINS RD
Ordinance
Z-39-22**

Director of Community & Economic Development Carlisle reviewed a memorandum dated January 26, 2023.

At staff’s request, the Council deferred its second and final reading of approving Ordinance Z-39-22 at the January 17, 2023 meeting. After the packet materials were finalized, staff learned the real estate negotiations between petitioner Mariner Higgins Centre, LLC (current owner) and hotel developer NexGen Hotel Management (Representative: Chris Patel) had progressed, with more details now known. The hotel developer proposes to purchase Lot 2 of the proposed subdivision, upon which the hotel and its immediately adjacent parking would be built. They do not propose purchasing Lot 1, which contains the existing office building. The purchasing entity for Lot 2 would be DP Hospitality, Inc.

The Council voted 7-1 to approve the first reading of the approving Ordinance at its January 3, 2023 meeting after deferring the item from December 19, 2022. Between these two

meetings, staff researched the off-street parking requirements of other communities in the O'Hare area for office and hotel uses.

In summary, Des Plaines' current requirements are in line with the comparison group, although Arlington Heights (office) and Schiller Park (hotel) require less. It appears all communities in the study group require more parking for both uses than the averages concluded by ITE.

Separate from and dependent on the approval of this request, the petitioner is applying for the City's amended support to a Class 7b Cook County Property Tax Incentive.

The petitioner is requesting the following: (i) a Major Change to a Conditional Use for a Final PUD under Section 12-3-5 of the Zoning Ordinance to allow for a hotel to the east of the existing office building but without the parking garage that was approved in 2021; bulk exceptions include building height for the hotel, parking lot curb distance from lot lines in the proposed hotel parking area, and width of the parking lot perimeter landscape area; (ii) a Final Plat of Subdivision under Section 13-2-8 of the Subdivision Regulations to subdivide the site into four lots of record and grant subdivision variations for lot depth and frontage for the billboard lots; and (iii) Major Variations to reduce the required parking for the existing office building and proposed hotel.

The petitioner and hotel developer NexGen Hotel Management approached the City in 2022 to propose the hotel in substantially the same form, scale, and location as approved in 2021 but without the previously approved parking garage west of the office. The proposed reduction in parking necessitates City Council approval of a "major change."

Since the previously approved parking garage would not fit on private property, the garage necessitated a vacation of a portion of City right-of-way, approximately 18,195 square feet of the former Webster Avenue. However, without the parking garage, the vacation is no longer necessary. Nonetheless, the 2021 approval of the Final Plat of Subdivision included this vacation area in its geometry, which means an amended Final Plat of Subdivision pursuant to Section 13-2-9 of the Subdivision Regulations is necessary for the newly proposed project and site arrangement.

There are also two existing two-sided billboards on the subject property, one on the northwest corner of the site and the other on the northeast portion of the site. The subdivision places each on their own small lots, which do not front on a public street or meet the minimum lot area of the Subdivision Regulations, which do not contemplate billboard lots.

All of the requests are intended to work in concert to achieve the following:

- Obtain major variation relief for the number of required off-street parking spaces for both the existing office building and the proposed hotel.
- Resubdivide the existing lots to provide individual lots for the existing office building, each of the two existing billboards, and the proposed hotel, with subdivision variations for the billboard lots.
- Modify the existing parking lot area in the southeast corner of the subject property to make room for a new hotel building and its parking area.

The petitioner, Mariner Higgins Centre, LLC, is requesting a Major Change to the PUD to allow for the construction of a 107-room, five-story (approximately 59-foot-tall) Home2 Suites by Hilton hotel. The hotel specializes in extended stay.

The Final PUD plan has been revised to show the proposed hotel positioned in the southeast corner of the property substantially in the same location as in the 2021 approval. However, the existing surface parking area on the northwest portion of the property, where the parking garage had been proposed, is now retained. The property owner now proposes:

- Construction of an approximately 64,760-square-foot hotel on the southeast corner of the lot;
- Separate parking area and access for the new hotel; and
- Stormwater detention facilities for the hotel parcel (Lot 2) to accommodate run-off.

The subject property is currently accessed by one signalized entrance off Higgins Road and single drive aisle to the building, surface/covered parking areas, and billboard signs. The proposed lot configuration will reallocate the parking area east of the drive aisle for the new hotel and hotel surface parking area but will not alter the existing drive aisle. The new hotel parcel will be accessible via a single entranceway, which is aligned with the existing entranceway to the front of the office building. The service drive for the hotel parcel does not provide access to all sides of the proposed hotel building and does not meet width standards for fire truck access due to space constraints. The proposal does include a fire hydrant located on the east side of the building, which has been approved by the Fire Prevention Bureau.

The proposed hotel building (Lot 2) consists of 107 rooms and approximately 587 square feet of office space area, requiring a total of 110 spaces. The proposal for the hotel parcel includes 61 spaces, with two additional designated as loading spaces. Therefore, the minimum requirement is not met and requires variation. Similarly, for the existing office building (Lot 1), after subtracting the excluded floor areas, the requirement is 541 spaces. The subject property was built under different parking regulations and contains 392 spaces, which does not conform with the current parking requirements.

Section 12-9-9 of the Zoning Ordinance requires that for any new commercial building, loading shall be provided, with 50,000 square feet of gross floor area as the basis for the number of loading spaces. The petitioner's submittal does not designate or label a loading space. Further, the Section establishes that the standard size of a loading space is 35 feet long by 15 feet wide. Section 12-9-9.A. does state, however, that the dimensions for a loading space may be "otherwise specified." Consequently, the PZB specified that standard-width (9 feet) and -length (18 feet) parking space(s) would suffice as required loading space(s), provided they are signed and marked.

The proposal seeks to add landscaping throughout the new proposed Lot 2 designated for the new hotel including foundation and parking lot landscaping areas as illustrated on the attached Landscape Plans. A PUD exception to waive the required five-foot-wide perimeter parking lot landscape area behind the south and east parking space rows is requested. Even with granting the exception, the proposal contains perimeter plantings in these areas as well as additional landscaping at the corners of the parking areas and throughout the entire site.

The existing property consists of two parcels totaling 5.74 acres, containing a six-story office building with 139,000 square feet of leasable office space and a 392-space parking facility with 358 surface spaces, 28 indoor spaces, and six handicap accessible parking spaces. The petitioner proposes to resubdivide the existing parcels into four lots— without the addition of a vacation-of-right-of-way area as approved in 2021. The site description of Final Plat of Subdivision:

- Parcel 1 includes the existing office building and existing surface parking areas, except for the parking area portion located east of the entrance drive from Higgins Road;
- Parcel 2 includes the proposed hotel and separate new surface parking area located east of the entrance drive off Higgins Road;
- Parcel 3 includes the existing northeastern billboard sign; and
- Parcel 4 includes the existing northwestern billboard sign.

The Final Plat shows the following existing easements: (i) a 34-foot-by-92.29-foot stormwater detention area; (ii) a 51-foot-by-76.9-foot stormwater detention area; (iii) a 10-foot storm

sewer easement at the southwestern portion of the property; (iv) a 14-foot public utility easement throughout the south portion of the property; and (v) a 10-foot public utilities easement throughout the north portion of the property.

The proposed Lots 3 and 4, which will contain the billboard signs, are new lots and are 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 Lots 3 and 4 are only 10 feet deep, they do not meet the minimum depth requirements resulting in a need for subdivision variation for each as part of this request. Further, pursuant to Section 13-2-5.V, all lots must front on a public street. The proposed lots border a private parking area, but not a public street, thus each requiring a subdivision variation.

The petitioner has submitted variation requests for required off-street parking due to the unique size and shape of the development. As noted above, the property has 392 existing parking spaces, which will be reduced to 308 spaces (net loss of 84) with the construction of the hotel and no proposed parking garage. The petitioner has allocated 61 spaces for the proposed hotel building on Lot 2—previously 63, but two have been re-allocated as loading to comply with Section 12-9-9—leaving a total of 247 spaces for the office building on Lot 1. Since a total of 110 spaces are required for the hotel and 541 spaces for the office building, the petitioner has requested two major variations.

The PZB voted 6-0 to approve the Tentative Plat and voted 6-0 for each of other motions, to recommend approval of the major variations, Final PUD, and Final Plat of Subdivision (with Subdivision Variations).

Should the City Council vote to approve the requests, staff and the PZB recommend the following conditions:

1. Off-street loading in a location and quantity required by Section 12-9-9 of the Zoning Ordinance and in the size specified by the PZB will be provided.
2. All governing documents for the proposed development including covenants, conditions, and restrictions, or any 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.

Advanced to second reading by Chester, seconded by Lysakowski, to Adopt the Ordinance Z-39-22, AN ORDINANCE APPROVING A SECOND MAJOR AMENDMENT TO AN EXISTING PLANNED UNIT DEVELOPMENT, FINAL PLAT OF SUBDIVISION, AND MAJOR VARIATIONS AND REPEALING PRIOR APPROVALS FOR 1700 W. HIGGINS ROAD, DES PLAINES, ILLINOIS (CASE #22-049-FPLAT-V-PUD-A).

Upon roll call, the vote was:

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

NAYS: 2 - Moylan, Smith

ABSENT: 1 - Brookman

Motion declared carried.

NEW BUSINESS

FINANCE & ADMINISTRATION – Alderman Zadrozny, Chair

WARRANT REGISTER
Resolution R-42-23

Alderman Zadrozny presented the Warrant Register.

Moved by Zadrozny, seconded by Oskerka, to Approve the Warrant Register of February 6, 2023 in the Amount of \$5,602,214.59 and Approve Resolution R-42-23.

Upon roll call, 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
SUPPORTING AND
CONSENTING TO
THE APPROVAL OF
CLASS 6B AT 301 W
OAKTON ST
Resolution
R-41-23**

Director of Community & Economic Development Carlisle reviewed a memorandum dated January 19, 2023.

Applicant TP Des Plaines I LLC is owner of the subject property. They are requesting a resolution supporting a Cook County Class 6b Property Tax Incentive (6b), which reduces the assessment level of eligible properties for 12 years.

The subject property consists of an approximately 7.3-acre site with a 60,243-square-foot building. The land is currently zoned M-2 General Manufacturing District and allows for a number of industrial uses. If support for the incentive is approved, the applicant intends to lease the property to a transportation and logistics provider, CR Express, Inc., who is planning to expand their current operations, which are currently based in Elk Grove Village.

Harold Hicks, an attorney representing the applicant, spoke on their behalf.

Moved by Ebrahimi, seconded by Chester, to Approve the Resolution R-41-23, A RESOLUTION SUPPORTING AND CONSENTING TO APPROVAL OF CLASS 6b CLASSIFICATION FOR THE PROPERTY AT 301 W OAKTON ST.

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
SUPPORT AND
CONSENT TO
REVISED CLASS 7B
AT 1700 W.
HIGGINS RD
Resolution
R-43-23**

Current property owner and applicant Mariner Higgins Centre, LLC, is seeking amended City support for a Cook County Class 7b property tax incentive to facilitate redevelopment at 1700 Higgins Road. The applicant proposes to sell Lot 2 of a proposed four-lot subdivision – which would be approved by Ordinance Z-39-22 – to DP Hospitality Inc. This entity proposes a new 107-room, five-story, 64,670-square-foot Home2 Suites by Hilton hotel on what is currently surface parking.

Alderman Chester stated that due to the applicant being unable to attend tonight’s meeting to address the City Council, he recommends postponing consideration of the resolution.

Moved by Chester, seconded by Moylan, to Defer to the next City Council meeting, the Resolution R-43-23, A RESOLUTION SUPPORTING AND CONSENTING TO MARINER HIGGINS CENTRE, LLC’S REVISED CLASS 7B CLASSIFICATION APPLICATION FOR LOTS 1 AND 2 OF THE 1700 W. HIGGINS ROAD SUBDIVISION (OFFICE AND HOTEL DEVELOPMENT).

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 SERVICES – Alderman Ebrahimi, Chair

CONSIDER
APPROVE AN
AGRMNT WITH
THE HISTORY
CENTER FOR
FUNDING
Resolution
R-33-23

Consideration for the City Council to approve the Interlocal Agreement between the City of Des Plaines and the Des Plaines History Center, as well as authorize subsidy funding in the budgeted amount of \$60,000 for the 2023 fiscal year.

Mayor Goczkowski and several Aldermen complimented and expressed their support for the History Center.

Phil Mohr, Executive Director, spoke on behalf of the History Center. He also took a brief moment to memorialize, Jim Whitcomb, a History Center Board Member who recently passed away.

Moved by Ebrahimi, seconded by Oskerka, to Approve the Resolution R-33-23, A RESOLUTION APPROVING AN AGREEMENT WITH THE DES PLAINES HISTORY CENTER FOR THE PROVISION OF FUNDING FOR SERVICES.

Upon roll call, the vote was:

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

NAYS: 0 - None

ABSENT: 1 - Brookman

Motion declared carried.

OTHER MAYOR/
ALDERMEN
COMMENTS FOR
THE GOOD OF THE
ORDER

Mayor Goczkowski encouraged everyone to attend the art show by Rhonda Popko being presented at the Des Plaines History Center.

ADJOURNMENT

Moved by Chester, seconded by Lysakowski to adjourn the meeting. The meeting adjourned at 7:46 p.m.

Jessica M. Mastalski – CITY CLERK

APPROVED BY ME THIS _____

DAY OF _____, 2023

Andrew Goczkowski, MAYOR



CITY MANAGER'S OFFICE

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

MEMORANDUM

Date: February 3, 2023
To: Aldermen of the City Council
From: Mayor Andrew Goczkowski *AG*
Subject: Reappointments to Commission

I wish to re-appoint the following members to the Youth Commission. This will be on the February 21, 2023 City Council Agenda for your consideration.

Re-Appointments

<u>Youth Commission</u>	<u>Term to Expire</u>
Josephine Al-Naemy	9/4/2026
Ronald Burton	9/4/2026
Mary Dankowski	9/4/2026
Bob Neil	9/4/2026

From: ROBERT NEIL
Sent: Friday, December 2, 2022 8:08 AM
To: Andrew Goczkowski
Cc: Deborah Keegan
Subject: Youth commission

I would like to be reappointed to the Des Plaines Youth Commission. I thank you for any consideration

From: Mary Dankowski
Sent: Friday, December 2, 2022 11:02 AM
To: Andrew Goczkowski; Deborah Keegan
Subject: Des Plaines Youth Commission

Good Afternoon,

I am very interested in continuing with the Des Plaines Youth Commission as a commissioner. It has been a privilege to represent our community and I look forward to continuing in that role. I feel that my role at Maine West and the Des Plaines Park District provides me with a connection to students. Building trust and respect with them validates their importance in the community and encourages them to be involved.

I am very excited about the growth of the commission and the opportunity to interact with other community organizations. We have many wonderful organizations willing to make our community one that offers youth and their families valuable experiences and connects them to resources available to them.

Mayor Goczkowski, we are interested in getting feedback on things that you would like to see done in the city. We had touched on this a few months ago when Bob and I met with you. Also, we do have a powerpoint presentation about the DPYC and are willing to have our youth share that at a city council meeting. Please let me know so I can have students lead this.

Thank you so much for your time and have a wonderful weekend.

Mary Dankowski
DPYC

From: Ron Burton
Sent: Friday, December 2, 2022 11:14 AM
To: Andrew Goczkowski; Deborah Keegan
Subject: Youth Commission Re-Appointment

Mr. Mayor,

It has recently come to my attention that my commission on the Des Plaines Youth Commission has expired. I would very much like to continue with them and respectfully ask for you to re-appoint me.

I have served on the commission for the past 23 years and feel that we as a group have done some great things for kids and families in Des Plaines over the years.

Just a little additional back ground on myself to help with your decision on a future appointment. In addition to the DPYC I am also the President of the D62 Board of Education and have served on the board for the last 12 years. I was formerly the President of the Athletic Boosters at Maine West and Cub/Scout Master at both Pack 14 and Troop 6 of Boy Scouts of America in Des Plaines.

In my career I am a Director in the Finance Division of CME Group (formerly Chicago Mercantile Exchange) and have worked there for the past 33 years. I have 23 year old twins that were raised in Des Plaines and have coached football, baseball, basketball and soccer as well.

If you need any additional information please feel free to contact me

Thank you in advance for your consideration.

Ronald J. Burton
Des Plaines Youth Commission

From: JOSEPHINE ALNAEMY
Sent: Friday, December 9, 2022 11:03 AM
To: Andrew Goczkowski
Cc: Deborah Keegan
Subject: Youth commission membership reinstatement

Dear Mayor Goczkowski,

I have been a member of the Des Plaines Youth Commission for many years. I have been proud to represent the bi-lingual community and have had the opportunity to dialogue and communicate with them on activities and events available to them. All of our events are free and we encourage everyone to participate. Families can come together and get involved with arts and crafts, writing cards of appreciation, visiting community resources, and making an investment in our community.

One thing that I love is seeing the excitement in the eyes of the children, as they join the festivities.

They are presented with the opportunity to have fun and become engaged with others. Knowing that the Youth Commission, with our Youth Advisory Board, implements these times is very special to me.

I am looking forward to continuing as a commissioner and would appreciate being reappointed.

Thank you so much for your consideration.

Sincerely,

Josephine Al-Naemy



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: February 9, 2023

To: Michael G. Bartholomew, City Manager

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

Cc: Tim Oakley, Director of Public Works and Engineering
Jon Duddles, Assistant Director of Public Works and Engineering/City Engineer

Subject: **1425 Ellinwood Street (Bayview-Compasspoint Mixed-Use Development) – Second Reduction of the Performance Security (Letter of Credit) for Public Improvements**

Update: Initially on the City Council's agenda for the December 19, 2022 meeting, consideration of a request to reduce the performance security for required public improvements for the Bayview-Compasspoint mixed-use development was deferred. Based on a revised request from the developer and re-inspection, the Council is once again asked to consider the request, modified to a lesser amount.

Issue: 1425 Ellinwood Apartments, LLC is the developer of the mixed-use residential, commercial, and parking development under construction at 1425 Ellinwood. The developer has submitted a request for a second reduction of the subdivision improvement performance security for public improvements.

Analysis: In October 2020, Bayview-Compasspoint posted a letter of credit for an amount is equal to 125 percent of the estimated cost to complete the public improvements. On October 4, 2021 via Resolution R-158-21, the City Council approved a reduction of the letter of credit to \$485,477.50 after the completion of water main replacement along Ellinwood. The developer has now have completed most streetscaping work along the frontages adjacent to the project (Ellinwood, Lee Street, and Graceland Avenue), with a notable exception being tree grates along Ellinwood and crosswalk pavers at the Ellinwood-Lee and Ellinwood-Graceland intersections.

Therefore, the developer requests reducing the amount of the letter of credit accordingly. This reduction amounts to \$285,477.50, leaving a balance of \$200,000. Previously the developer had requested a reduction to a balance of \$96,189.75. The Public Works and Engineering Department (PWE) has inspected the improvements and concurs with the reduction to \$200,000 (see attached memo).

An additional reduction will be requested in the future, concurrent with a request for the City to *accept* the improvements as public property. This future action would also begin the maintenance warranty period pursuant to Section 13-2-8 of the City Code (Subdivision Regulations) and the redevelopment agreement. Approval of attached resolution R-219-22 does *not* fully release all funds in the security nor does it accept the improvements.

City Council Action: The Council may review the attached recommendation of Public Works and Engineering and vote on Resolution R-219-22, which would authorize the reduction of the letter of credit to a new balance of \$200,000.

Attachment:

Attachment 1: PWE Recommendation Memo

Resolution:

R-219-22



MEMORANDUM

Date: February 6, 2023
To: Michael G. Bartholomew, MCP, LEED-AP, City Manager
From: Jon Duddles, P.E., CFM, Assistant Director of Public Works and Engineering
Cc: Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering
Subject: 1425 Ellinwood Street, Bayview-Compasspoint, Second Public Improvement Bond Reduction

Issue: Bayview-Compasspoint has requested a second public improvement bond reduction for their project at 1425 Ellinwood Street.

Analysis: After a revised request from the developer and re-inspection of the public improvements, we recommend a second reduction of the Public Improvement bond for Bayview-Compasspoint at 1425 Ellinwood Street pursuant to Section 13-2-8B of the City Code. The streetscaping work has been completed with the exception of the two crosswalk locations at Ellinwood-Graceland and Ellinwood-Lee, which are awaiting delivery of back-ordered street-grade paver bricks. In addition, six tree grates (two missing, four damaged) need to be installed / replaced as soon as this back-ordered material is delivered. The general contractor has also been working on various punchlist items around the site.

Bond Release: We recommend a second reduction in the public improvement letter of credit for Bayview-Compasspoint in the amount of \$285,477.50 as shown below. The balance on the letter of credit will be \$200,000 assuming the reduction is approved. This amount includes the 10% Maintenance Warranty of \$96,189.75. All waivers of lien and the contractor’s affidavit have been provided.

Original Letter of Credit Amount		\$1,058,087.25
1 st Bond Reduction (6-21-2021):	-	\$572,609.75
2 nd Bond Reduction (Request):	-	\$285,477.50
	Balance =	\$200,000.00
	10% Maintenance Warranty =	\$96,189.75

JD/jl

CITY OF DES PLAINES

RESOLUTION R - 219 - 22

A RESOLUTION AUTHORIZING A SECOND REDUCTION OF THE LETTER OF CREDIT FOR PUBLIC IMPROVEMENTS FOR THE BAYVIEW COMPASSPOINT MIXED-USE DEVELOPMENT AT 1425 ELLINWOOD STREET.

WHEREAS, on February 19, 2019, the City Council adopted Resolution No. R-49-19 approving the final plat of subdivision for the Bayview Compasspoint Mixed-Use Development ("**Final Plat**"), which consists of the properties commonly known as 1411, 1415, 1425 Ellinwood Street, 651, 653-661 and 665 Graceland Avenue and 684, 686, 688-692 Lee Street, Des Plaines, Illinois (collectively, "**Subject Property**"); and

WHEREAS, concurrent with the approval of the Final Plat for the Subject Property, 1425 Ellinwood Apartments, LLC ("**Developer**") entered into that certain Redevelopment Agreement dated as June 5, 2018 ("**Redevelopment Agreement**"), in which the Developer agreed to construct certain public improvements, including, without limitation, sanitary sewer, water main, storm sewer, catch basins, paving, grading and erosion control, lighting, landscaping/streetscaping, and other miscellaneous public improvements (collectively, the "**Public Improvements**"); and

WHEREAS, the Developer subsequently posted a letter of credit in the amount of \$1,058,087.25 to secure the completion of the Public Improvements ("**Performance Security**"); and

WHEREAS, on October 4, 2021, the City Council approved Resolution R-158-21 to reduce the amount of the Performance Security to \$485,477.50 based on the Developer's completion of, and the City's approval of, the water main and sewer improvements, which amounted to approximately 50 percent of the Public Improvements; and

WHEREAS, Developer has: (i) certified that it has completed the construction of various required public improvements along multiple frontages including installation of curbs, ramps, sidewalks, lighting, and bike racks, and; (ii) based on this completion, requested a further reduction the amount of the Performance Security to \$200,000.00; and

WHEREAS, the Department of Public Works and Engineering has inspected the Public Improvements at the Subject Property and recommends that the City Council reduce the Performance Security to \$200,000.00; and

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

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

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

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

PARCEL 1:

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

PARCEL 2:

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

PARCEL 3:

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

PARCEL 4:

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

PARCEL 5:

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

PARCEL 6:

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

PARCEL 7:

LOT FOUR (4) (EXCEPT THE SOUTHWESTERLY SIXTEEN (16) FEET OF THAT PART LYING NORTHWESTERLY OF THE SOUTHEASTERLY ONE HUNDRED FIFTY (150) FEET THEREOF; AND EXCEPTING ALSO THAT PART OF THE NORTHWESTERLY FORTY (40) FEET OF SAID LOT FOUR (4) LYING NORTHEASTERLY OF SAID SOUTHWESTERLY SIXTEEN (16) FEET THEREOF) IN THE RESUBDIVISION OF LOT ONE (1) (EXCEPT THE SOUTH SIXTY EIGHT (68) FEET THEREOF), IN BLOCK THREE (3), IN PARSONS AND LEE'S ADDITION TO DES PLAINES, IN SECTIONS 17

AND 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 8:

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

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

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

SECTION 3: REDUCTION OF PERFORMANCE SECURITY. In accordance with Section 13-2-8 of the City Code, the City Council authorizes the reduction of the Performance Security to the amount of \$200,000.00.

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

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 2023.

APPROVED this ____ day of _____, 2023.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Second Reduction of Performance Security for Bayview Compasspoint Mixed-Use Development (1425 Ellinwood)



FINANCE DEPARTMENT

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

MEMORANDUM

Date: February 8, 2023
To: Michael G. Bartholomew, City Manager
From: Dorothy Wisniewski, Assistant City Manager/Director of Finance
Subject: Resolution R-56-23, February 21, 2023, Warrant Register

Recommendation: I recommend that the City Council approve the February 21, 2023, Warrant Register Resolution R-56-23.

Warrant Register.....\$21,960,295.81

Estimated General Fund Balance
Balance as of 11/30/2022: \$34,726,665
Please use caution when evaluating this number as revenues fluctuate dramatically from month to month due to delays in receiving sales tax revenue from the State and 1st & 2nd installments of property tax revenue.

CITY OF DES PLAINES

RESOLUTION

R-56-23

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.

February 21, 2023

City of Des Plaines

Warrant Register 02/21/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Fund: 100 - General Fund						
Elected Office						
Division: 110 - Legislative						
1	6015	Communication Services	1552 Verizon Wireless	9925270741	Communication Service 12/14/2022-01/13/2023	390.38
Total 110 - Legislative					390.38	
Division: 120 - City Clerk						
2	6005	Legal Fees	8133 Elrod Friedman LLP	11057	12-22 Non-Retainer Matters	1,173.00
3	6015	Communication Services	1552 Verizon Wireless	9925270741	Communication Service 12/14/2022-01/13/2023	42.19
4	6100	Publication of Notices	1050 Journal & Topics Newspapers	189450	Legal Notice - BFPC Amendments 01/18/2023	51.93
5	6110	Printing Services	6100 Town Square Publications LLC	233429	Street Maps for the City of Des Plaines 12/31/2022 & 01/30/2023	4,535.89
6	7500	Postage & Parcel	1041 Federal Express	801148173	Delivery Service for Property Closing Documents - 01/13/2023	8.30
Total 120 - City Clerk					5,811.31	
Total 10 - Elected Office					6,201.69	
City Administration						
Division: 210 - City Manager						
7	6005	Legal Fees	8133 Elrod Friedman LLP	11061*	12-22 Non-Retainer Matters	654.50
8	6005	Legal Fees	8133 Elrod Friedman LLP	11072	12-22 Non-Retainer Matters	635.50
9	6005	Legal Fees	8133 Elrod Friedman LLP	11075	12-22 Non-Retainer Matters	483.00
10	6005	Legal Fees	8133 Elrod Friedman LLP	11076	12-22 Non-Retainer Matters	322.00
11	6009	Legal Fees - Admin Hearings/Prosecutions	1073 Bartel, Raymond	23-02	Administrative Hearings and Traffic Court January 2023	1,350.00
12	6015	Communication Services	1552 Verizon Wireless	9925270741	Communication Service 12/14/2022-01/13/2023	42.19
13	7500	Postage & Parcel	1041 Federal Express	8-004-62506	Delivery Service 01/03-01/05/2023	28.35
Total 210 - City Manager					3,515.54	
Division: 230 - Information Technology						
14	6015	Communication Services	1552 Verizon Wireless	9925270741	Communication Service 12/14/2022-01/13/2023	338.98
15	6305	R&M Equipment	5068 IT Savvy LLC	01399783	Palo Alto 3020 Maintenance 1/21/23 - 1/21/24	18,704.12
16	7500	Postage & Parcel	1041 Federal Express	8-018-57024	Delivery Service 01/19/2023	49.92
Total 230 - Information Technology					19,093.02	
Division: 240 - Media Services						
17	6015	Communication Services	1552 Verizon Wireless	9925270741	Communication Service 12/14/2022-01/13/2023	246.96
18	6108	Public Relations & Communications	5079 RV Enterprises Ltd	01230123	250 DP Branded Pens for Giveaways 01/09/2023	272.50
19	6108	Public Relations & Communications	5079 RV Enterprises Ltd	01230126	100 Branded Retractable Badge Holders for Giveaways 01/11/2023	357.00
20	6110	Printing Services	2016 Signarama	43517	2 Custom Name Plates for General Counsel 01/17/2023	52.25
21	6110	Printing Services	2016 Signarama	43518	4 Custom Name Plates for CED 01/17/2023	99.25

City of Des Plaines

Warrant Register 02/21/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
22	6195	Miscellaneous Contractual Services	2511 EarthChannel	9824	Webstreaming Services 3/15/23-3/14/24	7,495.00
23	6195	Miscellaneous Contractual Services	8125 Monsido Inc	INV-24378	Web & Accessibility Compliance 2/1/23-1/31/24	4,450.00
24	6535	Subsidy - Youth Commission	7049 Head, Andy	AH124	Youth Comm Fun Fair Juggler 3/11/23	500.00
Total 240 - Media Services					13,472.96	

Division: 250 - Human Resources						
25	6015	Communication Services	1552 Verizon Wireless	9925270741	Communication Service 12/14/2022-01/13/2023	42.19
26	7000	Office Supplies	1644 Warehouse Direct Inc	5424320-0	1 Box of Folders, 2 Notepads, 1 Pk of Post-It Notes	66.62
Total 250 - Human Resources					108.81	

Division: 260 - Health & Human Services						
27	6530	Subsidy - Community Outreach	1169 Center of Concern	1Q2022H	Housing Services (Prevention, Counseling, Etc.) 10/1-12/31/2022	2,500.00
28	6530	Subsidy - Community Outreach	1169 Center of Concern	1Q2022S	Senior Housing and Supportive Services 10/1-12/31/2022	2,500.00
Total 260 - Health & Human Services					5,000.00	

Total 20 - City Administration					41,190.33
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Department: 30 - Finance						
29	6015	Communication Services	1552 Verizon Wireless	9925270741	Communication Service 12/14/2022-01/13/2023	143.99
30	7320	Equipment < \$5,000	4177 Uline Inc	158998199	1 Mail Cart	166.99
31	7320	Equipment < \$5,000	1552 Verizon Wireless	9925270741	Communication Service 12/14/2022-01/13/2023	179.99
32	8010	Furniture & Fixtures	1604 BOS Business Office Systems Inc	49029	50% Balance Due for Office Chairs - Finance	580.35
Total 30 - Finance					1,071.32	

Community Development						
Division: 410 - Building & Code Enforcement						
33	6000	Professional Services	3337 HR Green Inc	159577	Building Insp & Plan Review Serv Dec 2022 R-206-21 & R-124-22	3,482.50
34	6000	Professional Services	6315 B&F Construction Code Services Inc	17150	December Inspections 12/1/2022 to 12/31/2022	6,291.24
35	6000	Professional Services	5764 GovTempUSA LLC	4119040	Building Official Assistance - Week Ending 1/22/2023	3,255.00
36	6000	Professional Services	6315 B&F Construction Code Services Inc	60891	Professional Plan Review 01/30/2023 Project 1127402 January 2023	7,177.68
37	6000	Professional Services	7647 Citywide Elevator Inspection Services Inc	DP8384	16 Elevator Inspections January 2023	128.00
38	6000	Professional Services	8789 Plymouth Industrial REIT	Refund 1/19/2023	Refund Elevator Inspection Fee 158-1798 Sherwin 12/27/2022	100.00
39	6005	Legal Fees	8133 Elrod Friedman LLP	11073	12-22 Non-Retainer Matters	5,550.32
40	6005	Legal Fees	8133 Elrod Friedman LLP	11074	12-22 Non-Retainer Litigation	228.00
41	6015	Communication Services	1552 Verizon Wireless	9925270741	Communication Service 12/14/2022-01/13/2023	511.39
Total 410 - Building & Code Enforcement					26,724.13	

City of Des Plaines

Warrant Register 02/21/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Division: 420 - Planning & Zoning						
42	6015	Communication Services	1552 Verizon Wireless	9925270741	Communication Service 12/14/2022-01/13/2023	42.19
Total 420 - Planning & Zoning					42.19	

Division: 430 - Economic Development						
43	6005	Legal Fees	8133 Elrod Friedman LLP	11063*	12-22 Non-Retainer Matters	2,173.50
44	6015	Communication Services	1552 Verizon Wireless	9925270741	Communication Service 12/14/2022-01/13/2023	42.19
Total 430 - Economic Development					2,215.69	

Total 40 - Community Development					28,982.01
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Public Works & Engineering						
Division: 100 - Administration						
45	6015	Communication Services	1552 Verizon Wireless	9925270741	Communication Service 12/14/2022-01/13/2023	123.28
46	6300	R&M Software	6055 Axiom Human Resource Solutions Inc	0000049510	Monthly User Fees - December 2022	191.10
Total 100 - Administration					314.38	

Division: 510 - Engineering						
47	6015	Communication Services	1552 Verizon Wireless	9925270741	Communication Service 12/14/2022-01/13/2023	366.17
Total 510 - Engineering					366.17	

Division: 520 - Geographic Information Systems						
48	6195	Miscellaneous Contractual Services	1060 Municipal GIS Partners Inc	6551	R-205-22 Geographic Information System Support 01/01-01/31/2023	18,540.00
Total 520 - Geographic Information Systems					18,540.00	

Division: 530 - Street Maintenance						
49	5335	Travel Expenses	2494 IL State Toll Highway Authority (IPASS)	G123000004244	Toll Fees - 10/01-12/31/2021	98.96
50	6015	Communication Services	1552 Verizon Wireless	9925270741	Communication Service 12/14/2022-01/13/2023	528.77
51	6045	Utility Locate Services	1052 Julie Inc	2023-0454	Utility Locating Info for Excavators - 01/01-12/31/2023	3,023.96
52	6110	Printing Services	1233 Press Tech Inc	50586	300 Business Cards 01/23/2023	25.00
53	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	29131	Parkway Tree Removals - 11/25/2022	1,307.34
54	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	29132	Parkway Tree Removal - 11/11/2022	1,426.50
55	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	29133	Parkway Tree Removal - 12/30/2022	2,435.13
56	6195	Miscellaneous Contractual Services	3361 G&L Contractors Inc	19-003065	TO#2 Snow Plowing Services - 12/22-12/23/2022	5,306.00
57	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	241979	Clear Overgrown Vegetation - Henry/Campbell - 11/16/2022	1,450.00
58	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	241987	Clear Overgrown Vegetation - Josephine Ct - 11/17/2022	875.00

City of Des Plaines

Warrant Register 02/21/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
59	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	242296	Winter Decor - Downtown - 11/28/2022	2,400.00
60	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	242305	Landscape Maintenance - Downtown - 11/30/2022	2,403.33
61	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	242306	Winter Displays - Downtown - 11/30/2022	9,306.00
62	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	242307	Greenspace Mowing - 11/30/2022	17,967.85
63	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	242308	Fertilizer & Weed Control - Downtown - 11/30/2022	147.00
64	6195	Miscellaneous Contractual Services	2016 Signarama	43529	500 Tree Removal Door Hangers 01/20/2023 - PW Forestry	685.00
65	6195	Miscellaneous Contractual Services	7050 DGO Premium Services Company	9635006	Sidewalk Snow Removal & Salt Application PO 2022-07 R-137-21	3,800.00
66	6195	Miscellaneous Contractual Services	7050 DGO Premium Services Company	9635007	Sidewalk Snow Removal Services - 01/22/2023, R-141-22	3,800.00
67	6195	Miscellaneous Contractual Services	7050 DGO Premium Services Company	9635008	Sidewalk Snow Removal Services - 01/25/2023, R-141-22	3,800.00
68	6195	Miscellaneous Contractual Services	7050 DGO Premium Services Company	9635009	Sidewalk Salting Services - 01/26/2023, R-141-22	1,900.00
69	6195	Miscellaneous Contractual Services	7050 DGO Premium Services Company	9635010	Sidewalk Salting Services, 01/26/2023, R-141-22	1,900.00
70	6195	Miscellaneous Contractual Services	7050 DGO Premium Services Company	9635011	Sidewalk Salting Services- 01/27/2023-1 of 2 Saltings, R-141-22	1,900.00
71	6195	Miscellaneous Contractual Services	7050 DGO Premium Services Company	9635012	Sidewalk Salting Services - 01/27/2023-2 of 2 Saltings, R-141-22	1,900.00
72	6195	Miscellaneous Contractual Services	7050 DGO Premium Services Company	9635013	Sidewalk Salting Services - 01/28/2023, R-141-22	3,800.00
73	6195	Miscellaneous Contractual Services	7050 DGO Premium Services Company	9635014	Sidewalk Salting Services - 01/29/2023, R-141-22	3,800.00
74	6195	Miscellaneous Contractual Services	7050 DGO Premium Services Company	9635015	Sidewalk Salting Services - 01/30/2023, R-141-22	1,900.00
75	7020	Supplies - Safety	4093 White Cap LP	50020696748	48 Pairs Safety Glasses	341.52
76	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	11821	Gorilla Adhesive	23.98
77	7035	Supplies - Equipment R&M	1057 Menard Incorporated	10357	Hex Bolts, Hex Nuts, Lock Washers	13.74
78	7035	Supplies - Equipment R&M	1520 Russo Power Equipment	SPI20015692	Chainsaw Fuel	89.99
79	7050	Supplies - Streetscape	1057 Menard Incorporated	10178	Electric Cord & Adapter - Tree Lights	18.55
80	7055	Supplies - Street R&M	1057 Menard Incorporated	11684	Yellow Striping Paint	75.96
81	7055	Supplies - Street R&M	8547 Healy Asphalt Company LLC	34684	2.45 Tons of Cold Mix for Asphalt Temp Repairs	379.75
82	7055	Supplies - Street R&M	8547 Healy Asphalt Company LLC	34795	2.83 Tons of Cold Mix for Asphalt Temp Repairs	438.65
83	7055	Supplies - Street R&M	8547 Healy Asphalt Company LLC	34880	1.95 Tons of Cold Mix for Asphalt Temp Repairs	302.25
84	7055	Supplies - Street R&M	8547 Healy Asphalt Company LLC	34889	1.60 Tons of Cold Mix for Asphalt Temp Repairs	248.00
85	7055	Supplies - Street R&M	1723 Hall Signs Inc	52231	Square Stock Anchors for Sign Posts	2,149.16

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
86	7055	Supplies - Street R&M	1174 3M Company	9420800359	ElectroCut Film Roll - Sign Fabrication	676.65
87	7055	Supplies - Street R&M	1043 WW Grainger Inc	9548508382	Paint Roller Covers for Graffiti	315.50
88	7055	Supplies - Street R&M	1043 WW Grainger Inc	9576724612	6 Light Bulbs - Kylemore	71.94
89	7300	Uniforms	2067 Cutler Workwear	PS-INV016209	Quartermaster Uniforms - Maintenance Operators	151.39
90	7320	Equipment < \$5,000	4177 Uline Inc	158697420	Pallet Truck for Electronics Recycling	479.92
Total 530 - Street Maintenance					83,662.79	

Division: 535 - Facilities & Grounds Maintenance						
91	5335	Travel Expenses	2494 IL State Toll Highway Authority (IPASS)	G123000004244	Toll Fees - 10/01-12/31/2021	98.96
92	6015	Communication Services	1552 Verizon Wireless	9925270741	Communication Service 12/14/2022-01/13/2023	292.34
93	6110	Printing Services	1233 Press Tech Inc	50586	300 Business Cards 01/23/2023	25.00
94	6145	Custodial Services	8073 Crystal Maintenance Services Corporation	30748	Custodial Services - 7 Buildings - February 2023, R-156-22	8,240.00
95	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4143917319	Mat Service - Metra Train Station - 01/18/2023	35.55
96	6195	Miscellaneous Contractual Services	8673 Satellite Shelters Incorporated	INV635954	Trailer Clean Out Charge - 01/19/2023	650.00
97	6315	R&M Buildings & Structures	1604 BOS Business Office Systems Inc	49028	26 Chairs for Room 101 - 01/13/2023	625.00
98	7020	Supplies - Safety	1057 Menard Incorporated	11354	Nitrile Gloves	19.28
99	7020	Supplies - Safety	1047 Home Depot Credit Svcs	3081607	PPE, Gloves, and Construction Garbage Bags	58.81
100	7025	Supplies - Custodial	1029 Cintas Corporation	4143917326	Cleaners, Paper Towels, Soap, Mat, Scrubs - PW	151.64
101	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	4612528	Test Leads & Flashlight Cord	29.94
102	7045	Supplies - Building R&M	1057 Menard Incorporated	10051	Antifreeze for City Hall Floor Drains - Stock	39.48
103	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1109912	Door Cylinder - Police Station	41.00
104	7045	Supplies - Building R&M	1057 Menard Incorporated	11336	Washers & Toggle Bolts - City Hall Mail Room	7.26
105	7045	Supplies - Building R&M	1057 Menard Incorporated	11551	4 Air Filters - Fire Station #61	27.96
106	7045	Supplies - Building R&M	1057 Menard Incorporated	11595	Weld Tube, U-Bolts, Drill Bit Set, Etc. - Fire Station #61	94.88
107	7045	Supplies - Building R&M	1057 Menard Incorporated	11599A	Brackets, Washers, & Screws - Police Station	27.85
108	7045	Supplies - Building R&M	1057 Menard Incorporated	11705	LED Light - Fire Station #62	1.94
109	7045	Supplies - Building R&M	1057 Menard Incorporated	11707	LED Lights - Fire Station #62	(1.94)
110	7045	Supplies - Building R&M	1057 Menard Incorporated	11819	Splash Scent, Foam & Frame, Paint, Etc. - City Hall	41.93
111	7045	Supplies - Building R&M	1057 Menard Incorporated	11826	Overhead Water Line Supplies - Fire Station #61	49.71
112	7045	Supplies - Building R&M	1057 Menard Incorporated	11843	Electrical Supplies - Fire Station #61	170.76

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
113	7045	Supplies - Building R&M	1057 Menard Incorporated	11862	Duck Patch & Brushes - Food Pantry	24.36
114	7045	Supplies - Building R&M	1057 Menard Incorporated	11879	Washers & Bolts - Fire Station #61	5.73
115	7045	Supplies - Building R&M	1057 Menard Incorporated	11905	C Batteries - City Hall Women's Bathroom	15.99
116	7045	Supplies - Building R&M	8421 Allegra Marketing Print & Mail	200997	Decals & Signage for Miner Street Train Station	66.00
117	7045	Supplies - Building R&M	2480 Just Faucets	203967	Faucet Cartridge & Puller - Fire Station #62	63.25
118	7045	Supplies - Building R&M	2480 Just Faucets	204161	Faucet Cartridge - Fire Station #63	18.74
119	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	4522052	Shackle, Padlock, & Cut Off Disk - Fire Station #61	64.03
120	7045	Supplies - Building R&M	5214 State Industrial Products	902704807	Primezyme for City Hall	293.88
121	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/061599	Extension Plug - Fire Station #61	44.67
122	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/061600	Extension Cord - Fire Station #61	83.94
123	7140	Electricity	1033 ComEd	0459113083-01/23	Electricity Service 12/13/2022-01/14/2023	19,970.38
124	7140	Electricity	1033 ComEd	2685017085-01/23	Electricity Service 12/05/2022-01/06/2023	288.84
125	7140	Electricity	1033 ComEd	4974385007-01/23	Electricity Service 12/08/2022-01/11/2023	23.92
126	7140	Electricity	1033 ComEd	4974507003-01/23	Electricity Service 12/05/2022-01/06/2023	565.93
127	7140	Electricity	1033 ComEd	5310666020-01/23	Electricity Service 12/05/2022-01/06/2023	1,154.87
128	7300	Uniforms	2067 Cutler Workwear	PS-INV016209	Quartermaster Uniforms - Maintenance Operators	447.10
129	7320	Equipment < \$5,000	1552 Verizon Wireless	9925270741	Communication Service 12/14/2022-01/13/2023	398.72
130	8010	Furniture & Fixtures	1604 BOS Business Office Systems Inc	49028	26 Chairs for Room 101 - 01/13/2023	6,955.02
Total 535 - Facilities & Grounds Maintenance					41,212.72	

Division: 540 - Vehicle Maintenance						
131	6015	Communication Services	1552 Verizon Wireless	9925270741	Communication Service 12/14/2022-01/13/2023	174.54
132	6040	Waste Hauling & Debris Removal	2214 Liberty Tire Recycling	2429292	71 Tires Recycled - 01/14/2023	299.80
133	6135	Rentals	1029 Cintas Corporation	4143916458	Mechanic's Uniform Rental - 01/18/2023	231.68
134	6195	Miscellaneous Contractual Services	8481 Linde Gas & Equipment Inc	33710141	Cylinder Rental - 12/20/2022-01/20/2023	1,032.09
135	6305	R&M Equipment	1154 West Side Tractor Sales	L90458	End Loader Repair - PW 5033 - 01/27/2023	7,517.16
136	6310	R&M Vehicles	1089 Autokrafters of Des Plaines	1482	Left Front Suspension Parts - Police 6089 - 01/13/2023	549.17
137	6310	R&M Vehicles	8555 Speedy Shine Car Wash	15	6 Car Washes - 12/15/2022, 12/20/2022, 12/30/2022	42.00
138	6310	R&M Vehicles	3213 Ehrhardt's RV Trailer Sales	33852	Leak Repair & Camera Install 01/24/2023 - Police 6028	1,570.15

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
139	7035	Supplies - Equipment R&M	4330 City Limits Systems Incorporated	12300 Prowash #2	320.60
140	7035	Supplies - Equipment R&M	1575 Pirtek O'Hare	OH-T00022230 Pressure Washer Hoses - PW 5PW1	327.08
141	7035	Supplies - Equipment R&M	1564 EJ Equipment Inc	P08710 Chains, Sprockets, Snap Rings, & Shield - PW 5097	523.90
142	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_309460 4 U-Joints	73.68
143	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_309813 LED Lights - Fire 7608	124.90
144	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0330584 Filters, Filters, Brake Pads, & Rotors - Police Stock	412.58
145	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0331246 Returned Brake Rotors - Police Stock	294.72
146	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0331671 Transmission Fluid - Police Stock	543.48
147	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0332450 25 Wiper Blades - Police Station	299.75
148	7040	Supplies - Vehicle R&M	1057 Menard Incorporated	10221 Gas Cylinder & Thread Cutting Oil - PW Shop	21.16
149	7040	Supplies - Vehicle R&M	1699 Metal Supermarkets Villa Park	1030442 Mild Steel - PW Stock	366.64
150	7040	Supplies - Vehicle R&M	1045 Havey Communications	12038 15 Programmable Timers - PW Stock	1,203.90
151	7040	Supplies - Vehicle R&M	1674 Spring-Align of Palatine, Inc	122914 Spreader Harness	530.37
152	7040	Supplies - Vehicle R&M	1671 Terminal Supply Company	12770-00 Hydraulic Couplers - PW Stock	274.23
153	7040	Supplies - Vehicle R&M	1671 Terminal Supply Company	12770-01 Stainless Steel Couplers - PW 5109	195.22
154	7040	Supplies - Vehicle R&M	6244 Valvoline LLC	133909070 Bulk ATF & Hydraulic Oil - PW Stock	1,040.00
155	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-143315 Brake Caliper & Core - PW 5119	138.20
156	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-143326 Core Return - PW 5119	(47.00)
157	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	280144379 8 Police Tires - Police Stock	1,375.56
158	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3030980289 Clamp Exhaust Pipes, Gasket, Pipe Engine	2,358.70
159	7040	Supplies - Vehicle R&M	8481 Linde Gas & Equipment Inc	33782147 Acetylene Cylinder - PW Stock	72.97
160	7040	Supplies - Vehicle R&M	5573 Henderson Products Inc	370814 2 Speed Sensors & 18 Pins - PW 5090 & PW Stock	1,443.81
161	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1316337 Drain Plug, Brake Parts, Tie End Rods, Shocks, Etc. - PW 5068	1,182.07
162	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1319397 Wiring Harness - Police 6090	36.79
163	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	543928P 2 Guides - PW 5904	36.98
164	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	543929P Bolt & Sealant - PW 5904	36.24
165	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	544002P Coolant Hose - Police 6091	66.66
166	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	544135P 4 Brake Rotors - PW Stock	239.92

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
167	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	544579P	12 Plentum Gaskets - Police Stock	185.52
168	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	544726P	Vacuum Tube - Police 6094	32.26
169	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	849387	Returned Speed Sensors - Police 6025	(99.40)
170	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	849388	30 Tire Sensors	719.40
171	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	849430	10 Filters - PW Stock	178.97
172	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	850338	Brake Pads & Rotors - PW 5119	332.87
173	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	850491	5 Batteries & 5 Cores - PW Stock	1,210.87
174	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	850500	Belt Tensioner, Pulley, & Belt - PW 5043	89.62
175	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	850524	Returned Battery Core - PW Stock	(189.00)
176	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	850614	13 Oil Filters & 3 Air Filters - Fire Stock	169.34
177	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	850664	15 Wiper Blades - PW Stock	112.50
178	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	850906	Diesel Exhaust Fluid - PW Stock	165.90
179	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	850942	Headlights & Radiator Caps - Fire Stock	51.96
180	7040	Supplies - Vehicle R&M	5823 Interstate Power Systems Inc	C042064084:01	Fuel Line & Connector	34.22
181	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	CM540344P	Returned Nuts - Police 6091	(10.96)
182	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	CM543580P	Returned Bolt & Seal - PW 5904	(16.76)
183	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P20100	Fan - Fire 7602	448.82
184	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P20559	Shocks, Pivot Pins, Rubber Bumpers, Ball Joint Kits	2,285.67
185	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101102284:01	Doser Pump & Core - PW 5090	1,431.69
186	7300	Uniforms	2067 Cutler Workwear	PS-INV016209	Quartermaster Uniforms - Maintenance Operators	161.95
187	7320	Equipment < \$5,000	1071 Pomp's Tire Service Inc	280143359	Tire Balancer Cone Kit - PW Shop Equipment	237.96
Total 540 - Vehicle Maintenance					32,443.10	

Total 50 - Public Works & Engineering	176,539.16
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Police Department						
Division: 100 - Administration						
188	5320	Conferences	1522 IL Association of Chiefs of Police	12800	ILACP Conference 4/19-21/2023 (1 Chief, 2 DC)	329.00
189	6015	Communication Services	1552 Verizon Wireless	9925270741	Communication Service 12/14/2022-01/13/2023	178.76
Total 100 - Administration					507.76	

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
Division: 610 - Uniformed Patrol					
190	5320	Conferences	1522 IL Association of Chiefs of Police	12800 ILACP Conference 4/19-21/2023 (1 Chief, 2 DC)	329.00
191	6015	Communication Services	1552 Verizon Wireless	9925270741 Communication Service 12/14/2022-01/13/2023	2,152.38
192	7200	Other Supplies	2509 Lynn Peavey Co	396902 Evidence Bags, Photo ID And Rulers, Ink and Remover	515.28
193	7200	Other Supplies	1142 Copysset Printing Company	61918 500 Photo ID Envelopes 01/24/2023	170.00
194	7300	Uniforms	1489 JG Uniforms Inc	109340 20 Uniform Winter Hats	440.00
195	7300	Uniforms	1489 JG Uniforms Inc	109373 Uniforms for New Officer	818.90
Total 610 - Uniformed Patrol					4,425.56

Division: 620 - Criminal Investigation					
196	6015	Communication Services	1552 Verizon Wireless	9925270741 Communication Service 12/14/2022-01/13/2023	968.01
197	6195	Miscellaneous Contractual Services	8722 Pen-Link Ltd	INV-0000006259 Investigations Database 2/1/2023-1/31/2024	999.00
Total 620 - Criminal Investigation					1,967.01

Division: 630 - Support Services					
198	5320	Conferences	1522 IL Association of Chiefs of Police	12800 ILACP Conference 4/19-21/2023 (1 Chief, 2 DC)	329.00
199	5325	Training	7369 Nelson, Jennifer	Reimb 1/10-1/12 Reimb Meals Active Threat Class 1/10-1/12/2023 - Officer	197.50
200	5325	Training	3155 Kozlowski, Kathryn	Reimb 1/10-1/12 Reimb Meals Active Threat Class 1/10-1/12/2023 - Officer	197.50
201	6015	Communication Services	8484 PTS Communications Inc	2099468 3 Public Pay Phones Monthly Fee 2/1-2/28/2023	228.00
202	6015	Communication Services	1552 Verizon Wireless	9925270741 Communication Service 12/14/2022-01/13/2023	436.90
203	6035	Dispatch Services	4996 Wheeling, Village of	DISP000025 Emergency Dispatch Services 2023 (Year 4 of 5) 1st Qtr R-196-19	620,420.25
204	6110	Printing Services	1233 Press Tech Inc	50575 6,000 Police Dept Window Envelopes 01/31/2023	662.80
205	6110	Printing Services	1142 Copysset Printing Company	61958 500 Tow Stickers 01/24/2023	155.00
206	6300	R&M Software	6695 Finalcover LLC	CS1601426 Video Redaction Software 1/20/2023-1/20/2024	2,786.00
207	6305	R&M Equipment	6072 Direct Fitness Solutions LLC	0578612-IN Repair Lat Pull Down Machine 1/17/2023	326.20
208	6310	R&M Vehicles	8555 Speedy Shine Car Wash	16 63 Car Washes Dec 2022 Police	252.00
209	6345	R&M Police Range	3882 Best Technology Systems Inc	BTL-22016-12 2022 Service Agreement for Range Cleaning and Maint 12/29/2022	1,310.00
210	7000	Office Supplies	1644 Warehouse Direct Inc	5416234-0 Rubber Bands and Napkins	11.44
211	7200	Other Supplies	1018 Anderson Lock Company LTD	1112332 1 Standard Cut Key	4.73
212	7200	Other Supplies	1644 Warehouse Direct Inc	5416234-0 Rubber Bands and Napkins	16.08
213	7200	Other Supplies	1076 Sam's Club Direct	8590 Water for M.C.A.T. Investigators	33.20

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
214	7200	Other Supplies	1043 WW Grainger Inc	9579676900	Replacement Blade for Breaching Saw	317.93
Total 630 - Support Services					627,684.53	

Total 60 - Police Department	634,584.86
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Fire Department						
Division: 100 - Administration						
215	5310	Membership Dues	1743 IL Fire Chiefs Association	5398	2023 Membership Renewal for 9 Department Members	750.00
216	6015	Communication Services	1552 Verizon Wireless	9925270741	Communication Service 12/14/2022-01/13/2023	345.16
Total 100 - Administration					1,095.16	

Division: 710 - Emergency Services						
217	6015	Communication Services	1552 Verizon Wireless	9925270741	Communication Service 12/14/2022-01/13/2023	993.35
218	6015	Communication Services	1552 Verizon Wireless	9925270741	Communication Service 12/14/2022-01/13/2023	685.37
219	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8003147045	On-Site Shredding Services Fire Dept. Admin. 01/06/2023	98.70
220	6300	R&M Software	8226 Target Solutions Learning, LLC	INV64085	Annual Record Management Software Fee 01/01/23-12/31/23	7,475.74
221	6305	R&M Equipment	2266 Underwriters Laboratories LLC	72020505623	Annual Aerial Inspection Service - Tower 61 10/26/22	1,295.00
222	6305	R&M Equipment	2266 Underwriters Laboratories LLC	72020505624	Ground Ladder Inspection Service 10/25/22	1,716.55
223	7000	Office Supplies	1644 Warehouse Direct Inc	5416506-0	Copy Paper, 3 Dozen Legal Pads	95.46
224	7200	Other Supplies	1046 Hinckley Spring Water Co	22728338 011923	72 Cases of Water for Fire Vehicles	554.44
225	7200	Other Supplies	6652 Stryker Sales Corporation	3964280 M	Stair Chair PRO Model 6252 - Rescue 63	3,188.74
226	7200	Other Supplies	1571 Welding Industrial Supply	R02982467	15 Cylinders, Balloon Filler - December 2022	174.72
227	8015	Equipment	3014 Motorola Solutions Inc	8230397176	Radio Equipment Device Programing 07/19/2022-07/18/2027 R-171-22	500.00
Total 710 - Emergency Services					16,778.07	

Division: 720 - Fire Prevention						
228	5325	Training	2965 State Fire Marshal	YFSIP 05454618	Youth Fire Setter Intervention Course 05/08-05/09/23 - LT.	100.00
229	6015	Communication Services	1552 Verizon Wireless	9925270741	Communication Service 12/14/2022-01/13/2023	194.73
230	7000	Office Supplies	1644 Warehouse Direct Inc	5411660-0	3 Clipboards	42.06
Total 720 - Fire Prevention					336.79	

Division: 730 - Emergency Management Agency						
231	6015	Communication Services	1936 DTN LLC	6247836	2023 Weather and Billing Support for EMA 02/08/23 -03/07/2023	431.00
232	6015	Communication Services	1552 Verizon Wireless	9925270741	Communication Service 12/14/2022-01/13/2023	42.19

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
233	6300	R&M Software	1124 Braniff Communications Inc	0034388	Siren Software Annual Subscription-01/01/2023-12/31/2023	5,460.00
Total 730 - Emergency Management Agency					5,933.19	

Total 70 - Fire Department	24,143.21
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Department: 75 - Fire & Police Commission						
234	6010	Legal Fees - Labor & Employment	8133 Elrod Friedman LLP	11082	12-22 Non-Retainer Matters	231.00
Total 75 - Fire & Police Commission					231.00	

Total 100 - General Fund	912,943.58
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Fund: 208 - TIF #8 Oakton						
235	6000	Professional Services	8133 Elrod Friedman LLP	11069	12-22 Non-Retainer Matters	92.00
Total 208 - TIF #8 Oakton					92.00	

Fund: 230 - Motor Fuel Tax Fund						
236	6000	Professional Services	7355 Soil & Material Consultants Inc	48489	2022 CIP Contract A Cylinders Testing 11/03-11/04/2022	630.00
237	6000	Professional Services	7355 Soil & Material Consultants Inc	48491	2022 CIP Concrete Program Cylinders Testing 01/17-01/22/2022	262.00
238	7140	Electricity	1033 ComEd	0193753007-01/23	Electricity Service 12/08/2022-01/11/2023	81.07
239	7140	Electricity	1033 ComEd	0237106099-01/23	Electricity Service 12/05/2022-01/06/2023	614.26
240	7140	Electricity	1033 ComEd	0392121005-01/23	Electricity Service 12/05/2022-01/06/2023	383.28
241	7140	Electricity	1033 ComEd	0445091056-01/23	Electricity Service 12/05/2022-01/06/2023	834.98
242	7140	Electricity	1033 ComEd	0725000037-01/23	Electricity Service 12/06/2022-01/09/2023	97.06
243	7140	Electricity	1033 ComEd	1273119011-01/23	Electricity Service 12/06/2022-01/05/2023	6,175.52
244	7140	Electricity	1033 ComEd	1521117181-01/23	Electricity Service 12/05/2022-01/06/2023	507.21
245	7140	Electricity	1033 ComEd	2493112068-01/23	Electricity Service 12/05/2022-01/06/2023	47.74
246	7140	Electricity	1033 ComEd	2607132134-01/23	Electricity Service 12/02/2022-01/05/2023	678.97
247	7140	Electricity	1033 ComEd	2644104014-01/23	Electricity Service 12/02/2022-01/05/2023	779.02
248	7140	Electricity	1033 ComEd	2901166089-01/23	Electricity Service 12/05/2022-01/06/2023	971.28
249	7140	Electricity	1033 ComEd	2943015087-01/23	Electricity Service 12/20/2022-01/23/2023	17,839.74
250	7140	Electricity	1033 ComEd	3471079047-01/23	Electricity Service 12/05/2022-01/06/2023	85.63
251	7140	Electricity	1033 ComEd	6045062008-01/23	Electricity Service 12/05/2022-01/06/2023	221.57
Total 230 - Motor Fuel Tax Fund					30,209.33	

City of Des Plaines

Warrant Register 02/21/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 240 - CDBG Fund					
252	6000	Professional Services	5914 Usona Development LLC	3 2022 CDBG Consulting Services B-22 M-17 10/3-12/27/2022	692.50
Total 240 - CDBG Fund					692.50

Fund: 250 - Grant Projects Fund					
Program: 2520 - Capital Grants					
253	6005	Legal Fees	8133 Elrod Friedman LLP	11056 12-22 Non-Retainer IEMA & FEMA Review Phase 5	1,794.00
254	6005	Legal Fees	6997 Walker Wilcox Matousek LLP	201652-0L60001 Legal Fees-Ballard Rd Sidepath-2520 Ballard Rd 10/11-10/26/22	400.00
255	6005	Legal Fees	1733 Burke Burns & Pinelli Ltd	30644-0LN0006 Legal Fees-Lee & Forest TL 1387 Lee St 10/25/2022	100.00
256	6005	Legal Fees	1733 Burke Burns & Pinelli Ltd	30645-0LN0007 Legal Fees-Lee & Forest TL 1365 Lee St 09/27/2022	50.00
Total 2520 - Capital Grants					2,344.00

Total 250 - Grant Projects Fund					2,344.00
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Fund: 270 - Gaming Tax Fund					
257	7600	Cont Obligation - State Payments	1206 Illinois, State of	01/01- 12/31/2022	2022 Casino Revenue Distribution 10,000,000.00
258	7650	Cont Obligation - Municipalities	3111 Chicago Heights , City of	01/01- 12/31/2022	2022 Casino Revenue Distribution 2,250,069.14
259	7650	Cont Obligation - Municipalities	3101 Dixmoor , Village of	01/01- 12/31/2022	2022 Casino Revenue Distribution 242,736.11
260	7650	Cont Obligation - Municipalities	3102 Ford Heights , Village of	01/01- 12/31/2022	2022 Casino Revenue Distribution 148,448.81
261	7650	Cont Obligation - Municipalities	3107 Harvey , City of	01/01- 12/31/2022	2022 Casino Revenue Distribution 1,664,134.14
262	7650	Cont Obligation - Municipalities	3103 Hodgkins , Village of	01/01- 12/31/2022	2022 Casino Revenue Distribution 122,820.35
263	7650	Cont Obligation - Municipalities	3108 Markham , City of	01/01- 12/31/2022	2022 Casino Revenue Distribution 954,805.15
264	7650	Cont Obligation - Municipalities	3105 Phoenix , Village of	01/01- 12/31/2022	2022 Casino Revenue Distribution 139,452.52
265	7650	Cont Obligation - Municipalities	3109 Riverdale , Village of	01/01- 12/31/2022	2022 Casino Revenue Distribution 873,089.21
266	7650	Cont Obligation - Municipalities	3106 Robbins , Village of	01/01- 12/31/2022	2022 Casino Revenue Distribution 379,023.41
267	7650	Cont Obligation - Municipalities	3110 Summit , Village of	01/01- 12/31/2022	2022 Casino Revenue Distribution 913,865.28
Total 270 - Gaming Tax Fund					17,688,444.12

Fund: 400 - Capital Projects Fund					
268	6000	Professional Services	7623 UrbanHydro Engineering Inc	182 Task Order #3 - 2023 CRS Verification 01/01-01/31/2023	4,125.00
269	6000	Professional Services	1079 AECOM Technical Services Inc	2000715928 R-135-22 - Pavement Management Program Engr Svcs 08/19-12/30/22	47,648.80
270	6015	Communication Services	1552 Verizon Wireless	9925270741 Communication Service 12/14/2022- 01/13/2023	83.20
271	8100	Improvements	8618 Swallow Construction Corporation	2022-A-P10 R-82-22 2022 CIP Contract A 01/01- 01/20/2023	167,057.40
Total 400 - Capital Projects Fund					218,914.40

City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 420 - IT Replacement Fund					
272	6140	Leases	5109 Konica Minolta Premier Finance	5023549059 Konica Minolta Lease 2/21/23 - 3/20/23	7,304.18
273	8005	Computer Hardware	1035 Dell Marketing LP	10645765952 2 Monitors and Soundbar	781.00
274	8005	Computer Hardware	1035 Dell Marketing LP	10645938124 2 Monitors and Soundbar	781.00
275	8005	Computer Hardware	1035 Dell Marketing LP	10646383426 Precision Tower Base and Accessories	1,711.00
276	8005	Computer Hardware	1035 Dell Marketing LP	10647663527 Computer Tower Base and Accessories	1,711.00
Total 420 - IT Replacement Fund					12,288.18

Fund: 430 - Facilities Replacement Fund					
277	6000	Professional Services	2436 Haeger Engineering LLC	90483 PW Grading Exhibit - 1/3/23-1/19/23	2,612.80
278	6315	R&M Buildings & Structures	1025 Bedco Inc	098581 HVAC Inspection Leela Building - 01/25/2023	520.00
279	6315	R&M Buildings & Structures	7812 Michael's Signs Inc	13940 Remove 2 Signs at Leela Building 1/19/23	1,850.00
280	6315	R&M Buildings & Structures	2168 Petroleum Technologies Equipment, Inc	32282 UST Removal & Replacement - City Hall - 01/20/2023, R-185-22	97,350.00
281	6315	R&M Buildings & Structures	5440 Manusos General Contracting Inc	6566 Relocation of Service Faucet on Apparatus Bay 01/10/2023	3,425.35
282	6315	R&M Buildings & Structures	5440 Manusos General Contracting Inc	6569 Prime and Paint Three Walls Fire Station #61 01/09/2023	1,746.05
283	6315	R&M Buildings & Structures	5440 Manusos General Contracting Inc	6570 Install Three Corner Guards at Fire Station #61 01/23/2023	250.40
284	6315	R&M Buildings & Structures	1018 Anderson Lock Company LTD	7103915 Install Primus Cylinder in Front Door at Leela Building 01/24/2023	215.00
285	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1111624 New Door Cylinders and Hardware for Leela Building	1,740.91
286	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1111819 Door Latch for Leela Building	20.00
287	7045	Supplies - Building R&M	1057 Menard Incorporated	11914 Entry Door Lever for Leela Building	30.97
288	7045	R&M Buildings & Structures	1057 Menard Incorporated	11809 Drill Bits for Locks at Leela Building	2.98
289	7045	Supplies - Building R&M	1057 Menard Incorporated	11917 Return of Entry Door Lever for Leela Building	(24.99)
Total 430 - Facilities Replacement Fund					109,739.47

Fund: 500 - Water/Sewer Fund					
Non Departmental					
Division: 550 - Water Systems					
290	6015	Communication Services	1552 Verizon Wireless	9925270741 Communication Service 12/14/2022-01/13/2023	935.43
291	6045	Utility Locate Services	1052 Julie Inc	2023-0454 Utility Locating Info for Excavators - 01/01-12/31/2023	3,023.96
292	6110	Printing Services	2954 Heart Printing	4238 2,000 Blue Door Hangers 01/13/2023 - Water Department	518.00
293	6110	Printing Services	1233 Press Tech Inc	50586 300 Business Cards 01/23/2023	25.00
294	6115	Licensing/Titles	8608 Greenfield, Robert	Reimb 01/19/2023 Reimb-CDL License - Superintendent - 01/19/2023 - Exp 04/19/2023	35.00

City of Des Plaines

Warrant Register 02/21/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
295	6195	Miscellaneous Contractual Services	6281 Dorner Company	504305	Valve Start Up	1,500.00
296	6300	R&M Software	6992 Core & Main LP	R878627	RNI Meter Software Annual Fee - 01/01-12/31/2023, R-9-23	20,875.00
297	7030	Supplies - Tools & Hardware	2053 USA Bluebook	248210	Strap Wrench	71.13
298	7035	Supplies - Equipment R&M	6244 Valvoline LLC	133909070	Bulk ATF & Hydraulic Oil - PW Stock	624.00
299	7035	Supplies - Equipment R&M	8481 Linde Gas & Equipment Inc	32864332	Torch Adapter	315.00
300	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	536792P	Seat Belts & Pretensioners - PW 9052 & PW Water Stock	616.00
301	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	849737	Brake Pads - PW 9007	46.31
302	7045	Supplies - Building R&M	1057 Menard Incorporated	10061	Area Rug	44.99
303	7055	Supplies - Street R&M	1057 Menard Incorporated	10961	Folding Table for Lab Supplies	39.99
304	7070	Supplies - Water System Maintenance	1709 Ziebell Water Service Products Inc	260465-000	2 Repair Clamps	771.40
305	7070	Supplies - Water System Maintenance	1709 Ziebell Water Service Products Inc	260628-000	Repair Sleeves	948.80
306	7070	Supplies - Water System Maintenance	8244 Des Plaines Ace Hardware	3344	Fasteners	40.80
307	7070	Supplies - Water System Maintenance	1072 Prairie Material	890838971	3.5 Cu Yds Concrete - Driveway Repairs - 12/29/2022	625.38
308	7070	Supplies - Water System Maintenance	6992 Core & Main LP	S222486	60 T-Bolts	436.80
309	7070	Supplies - Water System Maintenance	6992 Core & Main LP	S281571	6 Repair Clamps	675.00
310	7140	Electricity	1033 ComEd	0718079040-01/23	Electricity Service 12/05/2022-01/06/2023	87.27
311	7140	Electricity	1033 ComEd	1602149012-01/23	Electricity Service 12/02/2022-01/05/2023	202.85
312	7140	Electricity	1033 ComEd	2382141015-01/23	Electricity Service 12/05/2022-01/06/2023	82.56
313	7140	Electricity	1033 ComEd	2902009038-01/23	Electricity Service 12/01/2022-01/04/2023	598.27
314	7140	Electricity	1033 ComEd	3526170000-01/23	Electricity Service 12/01/2022-01/04/2023	65.60
315	7140	Electricity	1033 ComEd	4436122006-01/23	Electricity Service 12/13/2022-01/14/2023	11,842.19
316	7140	Electricity	1033 ComEd	5646761001-01/23	Electricity Service 12/01/2022-01/04/2023	23.86
317	7140	Electricity	1033 ComEd	6152054027-01/23	Electricity Service 12/02/2022-01/05/2023	2,032.80
318	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	63905	Chlorine Tank Rental - 12/27/2022-01/30/2023	255.00
319	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	63906	Chlorine Cylinder Rental - 01/13-01/30/2023	153.00
320	7300	Uniforms	2067 Cutler Workwear	PS-INV016209	Quartermaster Uniforms - Maintenance Operators	741.49
321	7320	Equipment < \$5,000	1274 O'Leary's Contractors Equipment & Supply Inc	444947	12 Foot Ladder	165.00

City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
322	7320	Equipment < \$5,000	1552 Verizon Wireless	9925270741	Communication Service 12/14/2022-01/13/2023	409.97
Total 550 - Water Systems					48,827.85	

Division: 560 - Sewer Systems						
323	6015	Communication Services	1552 Verizon Wireless	9925270741	Communication Service 12/14/2022-01/13/2023	543.56
324	6045	Utility Locate Services	1052 Julie Inc	2023-0454	Utility Locating Info for Excavators - 01/01-12/31/2023	3,023.96
325	6195	Miscellaneous Contractual Services	7922 US Geological Survey	91040551	R-145-22 Algonquin Rd River Gauge Maintenance 4th Qtr 2022	3,700.00
326	7030	Supplies - Tools & Hardware	8244 Des Plaines Ace Hardware	3357	Tape Measure & Tarp Straps	15.27
327	7030	Supplies - Tools & Hardware	8244 Des Plaines Ace Hardware	3386	Tape Measure & D Batteries	26.08
328	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	849470	Power Service Diesel Treatment - PW 8010	119.88
329	7035	Supplies - Equipment R&M	1520 Russo Power Equipment	SPI20030275	Deflector & Belt for Sewer Saw	116.32
330	7040	Supplies - Vehicle R&M	6244 Valvoline LLC	133909070	Bulk ATF & Hydraulic Oil - PW Stock	416.00
331	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3030897105	Tie Rod Assembly - PW 8021	345.00
332	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3030996677	Blower Motor & Resistor - PW 8020	715.00
333	7075	Supplies - Sewer System Maintenance	1057 Menard Incorporated	10388	Spray Paint, Bit Holder, Bumpers, Sanding Pad, Etc.	53.74
334	7075	Supplies - Sewer System Maintenance	1057 Menard Incorporated	11872	Exit Sign - O'Hare Lakes Pumping Station	14.99
335	7075	Supplies - Sewer System Maintenance	2053 USA Bluebook	238351	3 Float Switches - Lift Station	626.03
336	7140	Electricity	1033 ComEd	0096017042-01/23	Electricity Service 12/05/2022-01/06/2023	2,587.31
337	7140	Electricity	1033 ComEd	0575134020-01/23	Electricity Service 12/01/2022-01/04/2023	105.32
338	7140	Electricity	1033 ComEd	0640144010-01/23	Electricity Service 12/05/2022-01/06/2023	116.54
339	7140	Electricity	1033 ComEd	0762050019-01/23	Electricity Service 12/06/2022-01/09/2023	23.24
340	7140	Electricity	1033 ComEd	2038128006-01/23	Electricity Service 12/02/2022-01/05/2023	108.03
341	7140	Electricity	1033 ComEd	2148094073-01/23	Electricity Service 12/06/2022-01/09/2023	115.22
342	7140	Electricity	1033 ComEd	3240002012-01/23	Electricity Service 12/27/2022-01/26/2023	1,050.98
343	7140	Electricity	1033 ComEd	3461136053-01/23	Electricity Service 12/02/2022-01/05/2023	45.23
344	7140	Electricity	1033 ComEd	3526009006-01/23	Electricity Service 12/05/2022-01/06/2023	86.89
345	7140	Electricity	1033 ComEd	3657136067-01/23	Electricity Service 12/05/2022-01/06/2023	81.80
346	7140	Electricity	1033 ComEd	4995025051-01/23	Electricity Service 12/02/2022-01/05/2023	28.26
347	7140	Electricity	1033 ComEd	5060090016-01/23	Electricity Service 12/06/2022-01/09/2023	210.80

City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
348	7140	Electricity	1033 ComEd	5814097012-01/23	Electricity Service 12/05/2022-01/06/2023	30.87
349	7140	Electricity	1033 ComEd	6331089024-01/23	Electricity Service 12/01/2022-01/04/2023	177.54
350	7300	Uniforms	2067 Cutler Workwear	PS-INV016209	Quartermaster Uniforms - Maintenance Operators	133.57
Total 560 - Sewer Systems					14,617.43	

Total 00 - Non Departmental	63,445.28
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Department: 30 - Finance						
351	6015	Communication Services	1552 Verizon Wireless	9925270741	Communication Service 12/14/2022-01/13/2023	65.78
352	6025	Administrative Services	7615 Sebis Direct Inc	43954	Utility Bill Rendering Services - Drop Date 01/17/2023	1,159.05
353	7320	Equipment < \$5,000	4177 Uline Inc	158998199	1 Mail Cart	167.00
Total 30 - Finance					1,391.83	

Total 500 - Water/Sewer Fund	64,837.11
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Fund: 510 - City Owned Parking Fund						
354	6000	Professional Services	2785 Walker Parking Consultants/Engineers Inc	310091323003	Parking Deck Repairs Observation-11/25/22-12/29/22	3,400.00
355	6320	R&M Parking Lots	5400 Dahme Mechanical Industries Inc	2023010909459355	RPZ Testing at Metro Parking Deck 01/09/2023	450.00
356	6320	R&M Parking Lots	1544 Fox Valley Fire & Safety Company Inc	IN00575521	Fire System Repairs at Library Parking Deck 01/20/2023	692.00
357	6320	R&M Parking Lots	2350 Anderson Elevator Co	INV-67625-X7H5	Elevator Repairs at the Library Deck 12/19/2022	305.00
358	7060	Supplies - Parking Lots	1043 WW Grainger Inc	9577520290	Fuses for Flashers at Metro Deck	48.40
359	7140	Electricity	1033 ComEd	0354464001-01/23	Electricity Service 12/05/2022-01/06/2023	6,076.14
360	7140	Electricity	1033 ComEd	2239082030-01/23	Electricity Service 12/05/2022-01/06/2023	1,161.54
361	7140	Electricity	1033 ComEd	4722388001-01/23	Electricity Service 12/05/2022-01/06/2023	22.80
362	7140	Electricity	1033 ComEd	4791127023-01/23	Electricity Service 12/05/2022-01/06/2023	5,211.46
363	7140	Electricity	1033 ComEd	5310303000-01/23	Electricity Service 12/05/2022-01/06/2023	344.63
Total 510 - City Owned Parking Fund					17,711.97	

Fund: 520 - Metra Leased Parking Fund						
364	6015	Communication Services	1552 Verizon Wireless	9925270741	Communication Service 12/14/2022-01/13/2023	72.02
365	7140	Electricity	1033 ComEd	5222730006-01/23	Electricity Service 12/01/2022-01/04/2023	123.51
366	7540	Land Lease	1165 Union Pacific Railroad Company	Dec 2022	Parking Fees for Dec 2022	1,166.65
Total 520 - Metra Leased Parking Fund					1,362.18	

Fund: 700 - Escrow Fund						
367	2460	Refundable Bonds	8791 Jenks, Christopher C	Refund 1/13/2023	Bond Refund - 513 S River Rd	5,000.00

City of Des Plaines

Warrant Register 02/21/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount
368	2460	Refundable Bonds	8790 Millco 1401 Lee Street LLC	Refund 1/17/2023	Bond Refund -1401 Lee Street 5,000.00
369	2493	Escrow - CED Development	8133 Elrod Friedman LLP	11061A	12-22 Reimb Redevelopment 114.00
370	2493	Escrow - CED Development	8133 Elrod Friedman LLP	11063A	12-22 Reimb Redevelopment 1,464.00
371	2493	Escrow - CED Development	8133 Elrod Friedman LLP	11064	12-22 Reimb Redevelopment 1,806.00
372	2493	Escrow - CED Development	8133 Elrod Friedman LLP	11065	12-22 Reimb Redevelopment 400.00
373	2493	Escrow - CED Development	8133 Elrod Friedman LLP	11066	12-22 Reimb Redevelopment 1,050.00
374	2493	Escrow - CED Development	8133 Elrod Friedman LLP	11068	12-22 Reimb Redevelopment 85.50
375	2493	Escrow - CED Development	8133 Elrod Friedman LLP	11081	12-22 Reimb Redevelopment 342.00
376	2493	Escrow - CED Development	8133 Elrod Friedman LLP	11081	12-22 Reimb Redevelopment 342.00
Total 700 - Escrow Fund					15,603.50
Grand Total					19,075,182.34

City of Des Plaines

Warrant Register 02/21/2023

Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 100 - General Fund					
City Administration					
Division: 250 - Human Resources					
377	5315	Tuition Reimbursements	7321 Ciraulo, Joseph	TRP2022Fall Tuition Reimbursement 08/22-12/16/2022	1,927.50
Total 250 - Human Resources					1,927.50
Division: 260 - Health & Human Services					
378	6540	Subsidy - Senior Center	1383 Frisbie Senior Center	2023HSS 2023 Health & Support Services R-20-23	41,500.00
379	6540	Subsidy - Senior Center	1383 Frisbie Senior Center	2023MOW 2023 Meals on Wheels R-19- 23	40,000.00
380	6540	Subsidy - Senior Center	1383 Frisbie Senior Center	2023SS 2023 Senior Services R-18-23	55,000.00
Total 260 - Health & Human Services					136,500.00
Total 20 - City Administration					138,427.50
Public Works & Engineering					
Division: 540 - Vehicle Maintenance					
381	6195	Miscellaneous Contractual Services	8504 Verizon Connect Fleet USA LLC	310000034372 Vehicle Diagnostic System Jan 2023	1,442.20
382	7120	Gasoline	7349 Wex Inc	86995845 Fuel Purchases Jan 2023	1,241.07
Total 540 - Vehicle Maintenance					2,683.27
Total 50 - Public Works & Engineering					2,683.27
Police Department					
Division: 610 - Uniformed Patrol					
383	6015	Communication Services	1032 Comcast	01/18/2023 x6724 Internet/Cable Service Feb 2023	105.50
Total 610 - Uniformed Patrol					105.50
Total 60 - Police Department					105.50
Fire Department					
Division: 730 - Emergency Management Agency					
384	6015	Communication Services	1032 Comcast	01/22/2023 x6716 Internet/Cable Service Feb 2023	63.30
Total 730 - Emergency Management Agency					63.30
Total 70 - Fire Department					63.30
Department: 90 - Overhead					
385	6015	Communication Services	1032 Comcast	01/20/2023 x6732 Internet/Cable Service Feb 2023	63.30
386	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100160 15 Communication Service 01/21-02/20/2023	661.37
387	6015	Communication Services	8622 RCN Telecom Services LLC	41208850100160 15 Communication Service 01/21-02/20/2023	407.49

City of Des Plaines

Warrant Register 02/21/2023

Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount
388	6015	Communication Services	8622 RCN Telecom Services LLC	4120885010016015 Communication Service 01/21-02/20/2023	98.00
389	6015	Communication Services	8622 RCN Telecom Services LLC	4120885010016015 Communication Service 01/21-02/20/2023	370.00
390	6015	Communication Services	8622 RCN Telecom Services LLC	4120885010016015 Communication Service 01/21-02/20/2023	370.00
391	6015	Communication Services	8622 RCN Telecom Services LLC	4120885010016015 Communication Service 01/21-02/20/2023	591.00
392	6015	Communication Services	8622 RCN Telecom Services LLC	4120885010016015 Communication Service 01/21-02/20/2023	795.00
393	6015	Communication Services	8622 RCN Telecom Services LLC	4120885010016015 Communication Service 01/21-02/20/2023	500.00
Total 90 - Overhead					3,856.16
Total 100 - General Fund					145,135.73
Fund: 500 - Water/Sewer Fund					
Division: 550 - Water Systems					
394	6015	Communication Services	8622 RCN Telecom Services LLC	4120885010016015 Communication Service 01/21-02/20/2023	280.00
395	6015	Communication Services	8622 RCN Telecom Services LLC	4120885010016015 Communication Service 01/21-02/20/2023	320.00
Total 550 - Water Systems					600.00
Total 500 - Water/Sewer Fund					600.00
Fund: 600 - Risk Management Fund					
396	5570	Self Insured P&L Expense	8783 Graham-Bell, Sheila Miranda	11/28/2022R Paying Claim (Settlement) - R#22-31924	714.36
Total 600 - Risk Management Fund					714.36
Grand Total					146,450.09

City of Des Plaines

Warrant Register 02/21/2023

Summary

	<u>Amount</u>	<u>Transfer Date</u>
Automated Accounts Payable	\$ 19,075,182.34 **	2/21/2023
Manual Checks	\$ 146,450.09 **	2/3/2023
Payroll	\$ 1,508,987.48	1/27/2023
RHS Payout	\$ 452,525.63	2/3/2023
Electronic Transfer Activity:		
JPMorgan Chase Credit Card	\$ -	
Chicago Water Bill ACH	\$ -	
Postage Meter Direct Debits	\$ 3,000.00	1/25/2023
Utility Billing Refunds	\$ 2,705.19	1/30/2023
Debt Interest Payment		
IMRF Payments	\$ 94,560.12	2/8/2023
Employee Medical Trust	\$ 676,884.96	2/1/2023
Total Cash Disbursements:	<u>\$ 21,960,295.81</u>	

* Multiple transfers processed on and/or before date shown

** See attached report

Adopted by the City Council of Des Plaines
This Twenty-First Day of February 2023
Ayes _____ Nays _____ Absent _____

Jessica M. Mastalski, City Clerk

Andrew Goczkowski, Mayor


**COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT**

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

MEMORANDUM

Date: February 8, 2023

To: Michael G. Bartholomew, City Manager

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

Subject: **1300 Miner Street – Blessing Automotive**
Consideration of a Conditional Use Amendment for an Existing Auto Body Repair Use in the C-3 District, Case #23-001-CU (1st Ward)

Address: 1300 Miner Street

Petitioner: Melbin Ordonez, 8424 Mansfield Avenue, Morton Grove, IL 60053

Owner: GK Properties, LLC, P.O. Box 735, Prospect Heights, IL 60070

Case Number: 23-001-CU

Real Estate Index Number: 09-17-408-011-0000

Ward: #1, Alderman Mark A. Lysakowski

Existing Zoning: C-3 General Commercial

Existing Land Use: Multi-Use Commercial Building (Auto Service uses)

Surrounding Zoning: North: R-4 Central Core Residential District
South: Railroad; R-1 Single-Family Residential District
East: R-4 Central Core Residential District
West: C-3 General Commercial

Surrounding Land Use: North: Multi-Family Residents (Residential)
South: Railroad; Single-Family Residents (Residential)
East: Multi-Family Residential Building (Residential)
West: Restaurant (Commercial)

Street Classification: Miner Street is a minor arterial street, and Laurel Avenue is a local road.

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

Zoning/Property History: Based on City records, the subject property was rezoned from residential to commercial in 1981 when an auto service repair use was a permitted use. Since then, the property has been rezoned to C-3 General Commercial and a conditional use permit is required for auto service repair uses. As such, the existing C&H Auto Repair, Inc. currently in operation on site does not have a conditional use and is therefore non-conforming to the current regulations.

In 2020 Blessing Automotive received conditional use approval via Ordinance Z-7-20 to operate an auto body repair use in Suite 1 of the multi-tenant building with several conditions (see Attachments) regarding screening, property use, and business operations. Since opening, the petitioner has striped the parking area and added landscaping along the west building elevation in addition to installing fencing to screen along the southwest property line along Miner Street and installing a dry chemical fire suppression system for the paint both and mixing room as required by Conditions No. 5 and 6 of the ordinance. However, to date, Condition No. 7 requiring the installation of a landscape bed abutting the mobility-impaired accessible parking space has not been satisfied.

There have also been concerns related to the parking and storage of damaged or inoperable vehicles outside on the subject property, surrounding streets, and neighboring properties in violation of conditions No. 1 and 4. During the public comment period of the January 10, 2023 public hearing, which was continued to January 24, surrounding property owners and residents raised issues regarding parking availability, access, and organization of the subject property as well as the parking/storage of vehicles off-site for extended periods of time.

Project Description:

Overview

The petitioner, Melbin Ordonez, has requested an amendment to the existing Conditional Use Permit to expand the existing auto body repair facility, Blessing Automotive LLC, at 1300 Miner Street into Suite 3 of the multi-tenant building located on the subject property. The existing one-story, 9,139-square-foot building is made up of three tenant spaces, all of which have been utilized for automotive repair uses in the past. Suites 1 and 2 of the building, or the two end spaces, have been occupied by Blessing Automotive since 2020 and C&H Auto Repair, Inc. since 2015. Suite 3, the middle space, which had been occupied by AP Transmissions, Inc. since 2017, is now vacant and is adjacent to Suite 1. As such, the petitioner proposes to expand Blessing Automotive into Suite 3, which is directly adjacent to its current space. This means they would occupy two-thirds of the building instead of one third. The proposed change requires an amendment to the conditional use.

Proposal

Suite 1, where Blessing Automotive currently operates, consists of a 3,720-square-foot tenant space with four service bays, a retail area with an office and kitchenette, a spray booth, a mixing room, three separate storage areas on a mezzanine level, and four off-street parking spaces as shown on the Architectural Plan and Site Plan. Suite 3 consists of an indoor garage area with access to the front parking area, kitchenette area, two restrooms, and two separate office spaces. The petitioner intends to utilize the existing kitchenette and separate office spaces in Suite 3 for additional storage space. There are no proposed changes to the size of the building or to Suite 2 (C&H Auto Repair, Inc.) on the far east side of the building. However, the petitioner intends to add

two service bays, a wheel balancing machine, and two customer parking spaces inside the existing indoor garage area in Suite 3.

Off-Street Parking

Auto repair facilities are required to provide two parking spaces per service bay, plus one space for every 200 square feet of accessory retail. As a result, a total of 12 off-street parking spaces are required for the new proposal for Blessing Automotive. Given the unique shape of the property and the small size of the outdoor parking lot, Suite 1 contains four indoor parking spaces—two for employees and two for customers—inside the open garage area. Now that the petitioner is expanding the business into Suite 3 of the building, the proposal includes adding two customer parking spaces in the indoor garage area of Suite 3. Therefore, the Site Plan proposes 13 total parking spaces on the property—six spaces inside the building and seven outside in front of the building, including a mobility-impaired accessible space. The attached parking exhibit identifies the current parking allocated to both tenants on the subject property.

Business Operations

Blessing Automotive currently operates from 8:00 a.m. to 6:00 p.m. Monday through Friday, 9:00 a.m. to 2:00 p.m. on Saturday, and closed on Sundays. Their services include removal of damaged auto body parts; realigning car frames and chassis; patching dents and repairing minor auto body damage; and fitting, attaching, and welding replacement parts in place. Additionally, priming, painting, and applying finish to restored parts takes place inside a prefabricated fireproofed spray booth with a filtered exhaust system. During operations a total of two employees will be on site at a given time. The petitioner does not intend to change the hours of operation or expand their existing services at this time. Please see the Project Narrative for more information. Because of the small lot and prominent location, several conditions are being recommended by staff to continue to minimize any visual impacts.

PZB Recommendation and Conditions: The PZB opened a public hearing on January 10, 2023 and, pursuant to a request by the petitioner, continued the case to the January 24, 2023 meeting to consider the request. Their rationale for recommendations is captured in the excerpt to the draft minutes of the January 24, 2023 meeting. The PZB voted 4-1 to *recommend approval* of the conditional use amendment request. Pursuant to Section 12-3-4.D.4 of the Zoning Ordinance, the City Council has final authority to approve, approve with modifications, or deny the request, which will be included in Ordinance Z-2-23. Should the City Council vote to approve the requests, staff and the PZB recommend the following conditions:

Conditions of Approval:

1. A landscape area that contains at least four shrubs and one tree must be added in the area north and west of the proposed accessible parking spot prior to issuance of any building permits related to the use of the Expanded Location.
2. Vehicles related to the auto body repair use may not be stored or parked overnight on the surrounding residential streets.
3. The sidewalk along the Miner Street property line of the Subject Property may not be blocked by vehicles at any time.
4. Vehicles may not be dropped-off on the Subject Property between 6 p.m. and 8 a.m.

5. Damaged or inoperable vehicles shall not be parked or stored outside on the Subject Property for more than fourteen consecutive days. (*Condition amended by the PZB*)
6. All submitted 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.
7. Each business operating on the Subject Property shall have separately identified off-street parking spaces that comply with Chapter 9 of the Zoning Ordinance, or that adhere to limitation of any subsequent relief that may be granted.

Attachments:

Attachment 1: Location and Zoning Map

Attachment 2: Site and Context Photos

Attachment 3: ALTA/ACSM Land Title Survey

Attachment 4: Excerpt from Ordinance Z-7-20 (Conditions)

Attachment 5: Petitioner's Standards for a Conditional Use

Attachment 6: Parking Exhibit (Existing Conditions)

Attachment 7: PZB Acting Chairman Saletnik Memo to Mayor and City Council

Attachment 8: Excerpt of Approved Minutes from the January 10, 2023 PZB Meeting

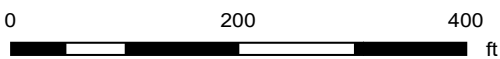
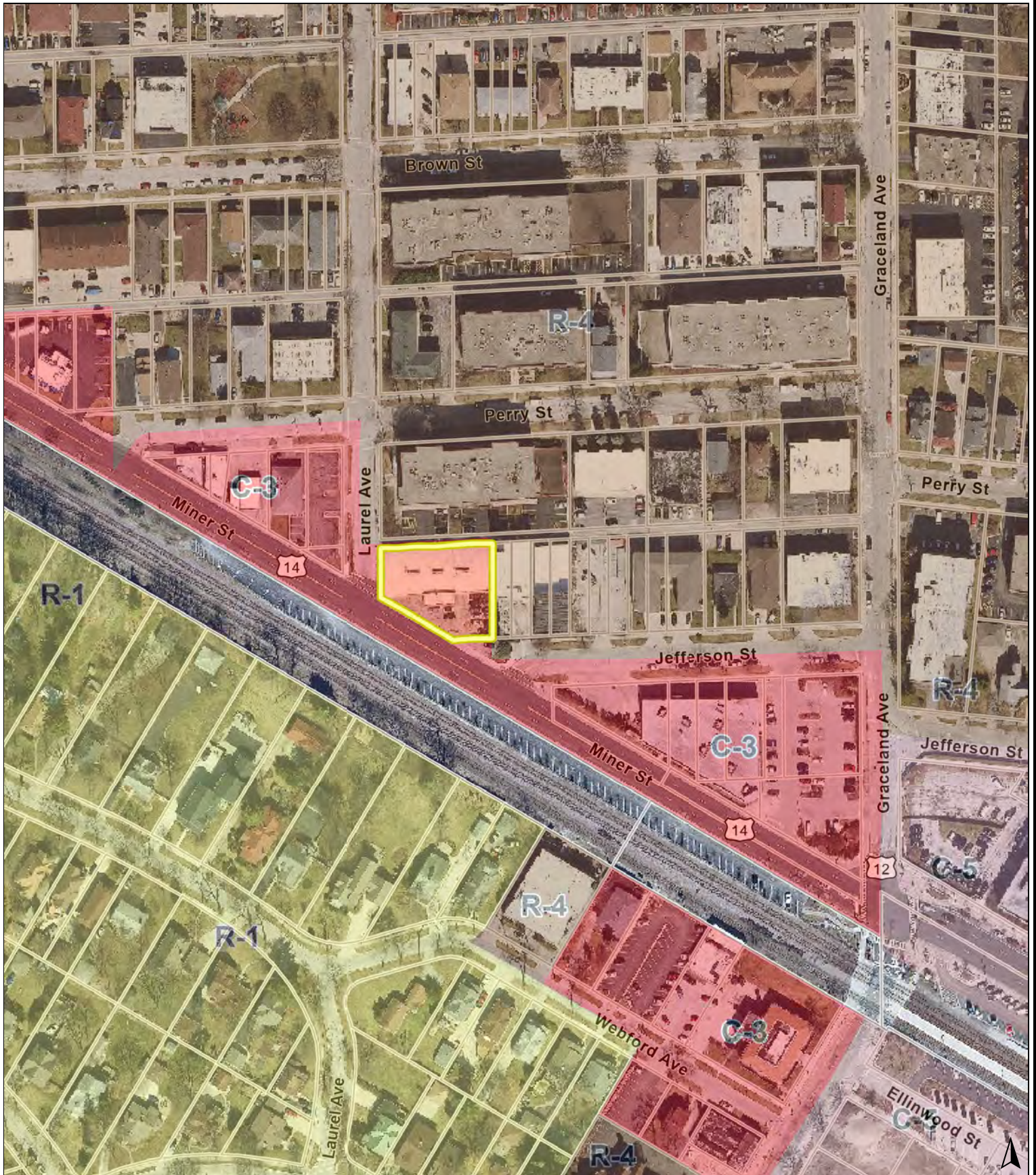
Attachment 9: Excerpt of Draft Minutes from the January 24, 2023 PZB Meeting

Ordinance Z-2-23

Exhibit A: Project Narrative

Exhibit B: Architectural Plans and Site Plan

Exhibit C: Unconditional Agreement and Consent



Print Date: 1/19/2023

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.



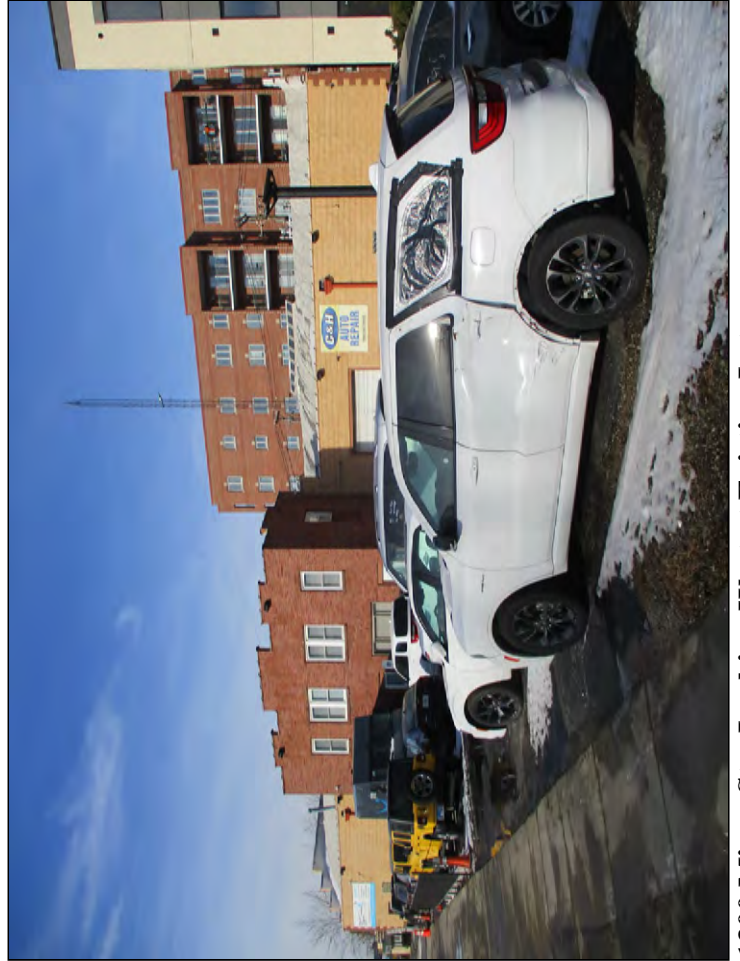
1300 Miner St – Public Notice & Suite 1 Entrance



1300 Miner St – Looking North at Existing Lot



1300 Miner St – Looking North at Existing Lot & Suite 2 Entrance



1300 Miner St – Looking West at Existing Lot



**VICINITY MAP
FLOOD ZONE**

MICHAEL J. EMMERT SURVEYS, INC. DOES HEREBY CERTIFY THAT WE HAVE EXAMINED THE FLOOD INSURANCE RATE MAP OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY OF THE FEDERAL DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND THE FLOOD INSURANCE RATE MAP OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY OF THE FEDERAL DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. THE FLOOD INSURANCE RATE MAP NUMBER IS 170001. THE EFFECTIVE DATE IS AUGUST 18, 2008.

THE SUBJECT PROPERTY IS LOCATED WITHIN FLOOD ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN)

BEARING BASIS
THE COURSE OF IMPER STREET IS ASSUMED TO BE NORTH 58 DEGREES 21 MINUTES 41 SECONDS WEST

ZONED "C-3" GENERAL COMMERCIAL DISTRICT
ZONING INFORMATION AS PER CITY OF CHICAGO 301-301-5300

REQUIREMENTS FOR CONCRETE USE
FRONT - 5 FEET - BUILDING IS LEGAL, NON-COMPARING
SIDE - 5 FEET - BUILDING IS LEGAL, NON-COMPARING
REAR - 5 FEET - BUILDING IS LEGAL, NON-COMPARING
MAXIMUM BUILDING HEIGHT - 45 FEET

PARKING
REQUIRED PARKING PER ZONING:
AUTO REPAIR - 8 SPACES PER RETAIL BAY PLUS ONE SPACE FOR EVERY 200 SQ. FT. OF ACCESSORY RETAIL.
RETAIL - 1 SPACE PER 100 SQ. FT. OF GROSS FLOOR AREA.
AS BUILT PARKING SUMMARY:
TOTAL SPACES - 6
REGULAR SPACES - 6
TOTAL SPACES - 6

LEGALLY DESCRIBED AS FOLLOWS:
LOTS 26, 27, 28, 29, 30 AND 31 IN BLOCK 5 IN 3RD BROWNS ADDITION TO DES PLAINES, A SUBSECTION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 41 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LING NORTH OF THE CHICAGO AND NORTH WESTERN RAILROAD COMPANY (EXCLUDING THEREFROM THAT PART OF SAID LOTS TAKEN FOR THE OPENING OF IMPER STREET IN COOK COUNTY, ILLINOIS).

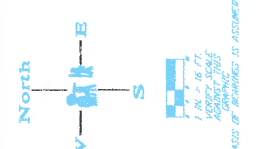
THE FOREGOING LEGAL DESCRIPTION DESCRIBES THE SAME PROPERTY AS SHOWN IN SCHEDULE A OF THE CHICAGO ZONING ORDINANCES, AS AMENDED, AND THE ZONING MAP OF CHICAGO, ILLINOIS, AS PREPARED BY CHICAGO TITLE & SURVEY COMPANY, INC. ON JUNE 15, 2013 AS PREPARED BY CHICAGO TITLE & SURVEY COMPANY, INC.

CONTAINING 15,347 SQ. FT. OR 0.3523 ACRES

THE SUBJECT PROPERTY ADJACES IMPER STREET (A PUBLIC STREET) ON THE SOUTHWEST AND ADJACES APPROVED STREETS, SHERIDAN STREET ON THE WEST. DIRECT ACCESS IS PROVIDED TO THE PROPERTY FROM THE SOUTHWEST AND ADJACES APPROVED STREETS.

SCHEDULE B GENERAL EXCEPTIONS

ITEMS 1 THROUGH 7 - NOT SURVEY RELATED
ITEM 8 - FOUNDATION BY NUMBER 09-17-408-01-000
ITEMS 9 THROUGH 13 - NOT SURVEY RELATED
ITEM 14 - FOUNDATION BY NUMBER 09-17-408-01-000
ITEMS 15 THROUGH 19 - NOT SURVEY RELATED
ITEM 20 THROUGH 24 - NOT SURVEY RELATED
END OF SCHEDULE B



PLAT OF SURVEY
ALTA WCSM LAND TITLE SURVEY
by
Michael J. Emmert Surveys, Inc.

AS BOTH PARTIES HAVE AGREED TO THE REQUIREMENTS FOR ALTA/WCSM LAND TITLE SURVEYS EXTENSIVE FIELD WORK SHALL BE CONDUCTED TO VERIFY THE ACCURACY OF THE SURVEY. THE SURVEY SHALL BE CONDUCTED IN ACCORDANCE WITH THE 2011 NATIONAL STANDARD DETAIL REQUIREMENTS FOR ALTA/WCSM LAND TITLE SURVEYS, EXCEPT AS MAY BE REQUIRED PURSUANT TO SECTION 15-1.0 OF THE CHICAGO ZONING ORDINANCES, EXCEPT AS MAY BE REQUIRED PURSUANT TO SECTION 15-1.0 OF THE CHICAGO ZONING ORDINANCES.

TO: ONE PROPERTIES, LLC
CHICAGO TITLE INSURANCE COMPANY
CHICAGO, ILLINOIS

THIS IS TO CERTIFY THAT THIS MAP OF PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 NATIONAL STANDARD DETAIL REQUIREMENTS FOR ALTA/WCSM LAND TITLE SURVEYS, EXCEPT AS MAY BE REQUIRED PURSUANT TO SECTION 15-1.0 OF THE CHICAGO ZONING ORDINANCES, EXCEPT AS MAY BE REQUIRED PURSUANT TO SECTION 15-1.0 OF THE CHICAGO ZONING ORDINANCES.

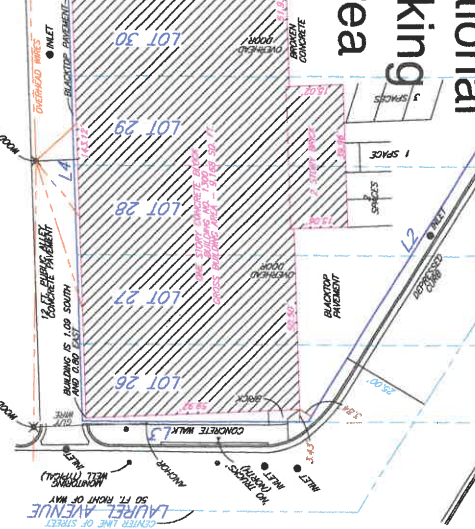
DATED THIS 20TH DAY OF JUNE, 2013



original plat is in colors
Michael J. Emmert, Inc.
115 East Vallarta Street
Evanston, Illinois 60226
Office: 630-516-6383
Fax: 630-516-6387

NOTES

- SURVEY SHOWN HEREON IS AN "AS-BUILT" SURVEY.
- SURVEY SHOWN HEREON IS LIMITED TO ABOVE GRADED LEVEL IMPROVEMENTS AND NO UNDERGROUND INFORMATION IS INTENDED TO BE PROVIDED.
- THE SUBJECT PROPERTY APPEARS TO ADJACENT TO A PUBLIC RIGHT OF WAY.
- THERE IS NO OBSERVABLE EVIDENCE OF EXISTING MOBILE HOME, BUILDING OR STRUCTURE ON THE SUBJECT PROPERTY.
- CONCRETE CURB AND GUTTER WORK HAS BEEN COMPLETED OR APPROXIMATED TO THE BEST OF OUR KNOWLEDGE, AND AVAILABLE FROM THE CONTRACTING PROFESSIONAL.
- NO OBSERVABLE EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.
- THERE IS NO OBSERVABLE EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, STUMP OR SIMILAR UNLAWFUL OR ILLEGALITY.



Line	Bearing	Distance	Measure
L1	N 88°03'19" W	50.87'	
L2	N 00°21'52" W	171.34'	
L3	N 00°21'52" W	163.56'	
L4	N 88°03'19" E	146.50'	
L5	S 00°40'22" W	123.00'	

- SYMBOLS**
- CONCRETE FULLED POST
 - HYDRANT
 - MANHOLE
 - SOCK
 - LEFT
 - UTILITY PALE
 - CONCRETE CURB
 - CONCRETE CURB AND GUTTER
 - CONCRETE

**1500 MINER STREET
DES PLAINES, ILLINOIS**

SCALE: 1" = 16'
DATE: JUNE 20, 2013
DWN. BY: MJE
CHD. BY: MJE

CHD. / MJE
APPROVED:

4. Those certain “Mixing Room and Paint Booth Specifications” submitted by Petitioner, and consisting of four pages, attached to and by this reference made a part of, this Ordinance as **Exhibit D**.

C. Additional Conditions. The development, use, and maintenance of the Subject Property shall be subject to and contingent upon the following additional conditions:

1. Vehicles related to the business cannot be stored or parked overnight on the surrounding residential streets.
2. The sidewalk along Miner Street must not be blocked by vehicles at any time.
3. There shall be no vehicle drop-off on the property between 6 pm and 8 am.
4. No damaged or inoperable vehicles shall be parked or stored outside at any time.
5. A four-foot black aluminum or wrought iron open-face fence shall be added along the southwest property line abutting the parking area in compliance with all applicable codes; provided, however, that the fence height may be reduced to three-feet for the portion of the fence abutting parking space number 3 as depicted on the Site Plan.
6. A dry chemical fire suppression system shall be installed inside the mixing room and paint booth. Plans and details of this system will be required at time of building permit application.
7. A landscape area located north and west of the proposed handicap accessible parking spot, as depicted on the Site Plan, shall be added, which landscape area must contain at least four shrubs and one tree.
8. All submitted documents submitted to the City as part of the permit application process 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.

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



STANDARDS FOR CONDITIONAL USES

The Planning and Zoning Board and City Council review the particular facts and circumstances of each proposed Conditional Use in terms of the following standards. Keep in mind that in responding to the items below, you are demonstrating that the proposed use is appropriate for the site and will not have a negative impact on surrounding properties and the community. Please answer each item completely and thoroughly (two to three sentences each).

1. The proposed conditional use is in fact a conditional use established within the specific zoning district involved;
Blessing Automotive is an auto body repair shop that is currently an existing Conditional Use in a C-3 District. Blessing Automotive is seeking to expand it's business which in turn is seeking expand their existing Conditional Use for this site.
2. The proposed conditional use is in accordance with the objectives of the city's comprehensive plan and this title;
Yes, this conditional use would be ideal since there is another automotive repair shop next to this vacant space. There would be really no change in the use of these commercial units and should comply with the existing zoning for this area.
3. The proposed conditional use is designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity;
There will be no change to the exterior of the building. Since this building houses two existing automotive business there would be no additional signage of use of the lot.
4. The proposed conditional use is not hazardous or disturbing to existing neighboring uses;
The proposed conditional use is not a hazardous or should be disturbing to the existing neighbors. Since all the activity will occur on the south side of the building, no additional noise will not occur with the neighbors to the north.

5. The proposed conditional use is to be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools; or the persons or agencies responsible for the establishment of the proposed conditional use shall provide adequately any such services; Yes Blessing Automotive will be served adequately by all public facilities and service. Blessing will maintain services as it has currently. If it needs additional service it should be minor.

6. The proposed conditional use does not create excessive additional requirements at public expense for public facilities and services and not be detrimental to the economic welfare of the community;
The conditional use will not create any excessive additional requirements at public expense for public facilities and services. Blessing will not be detrimental to the economical welfare of the community.

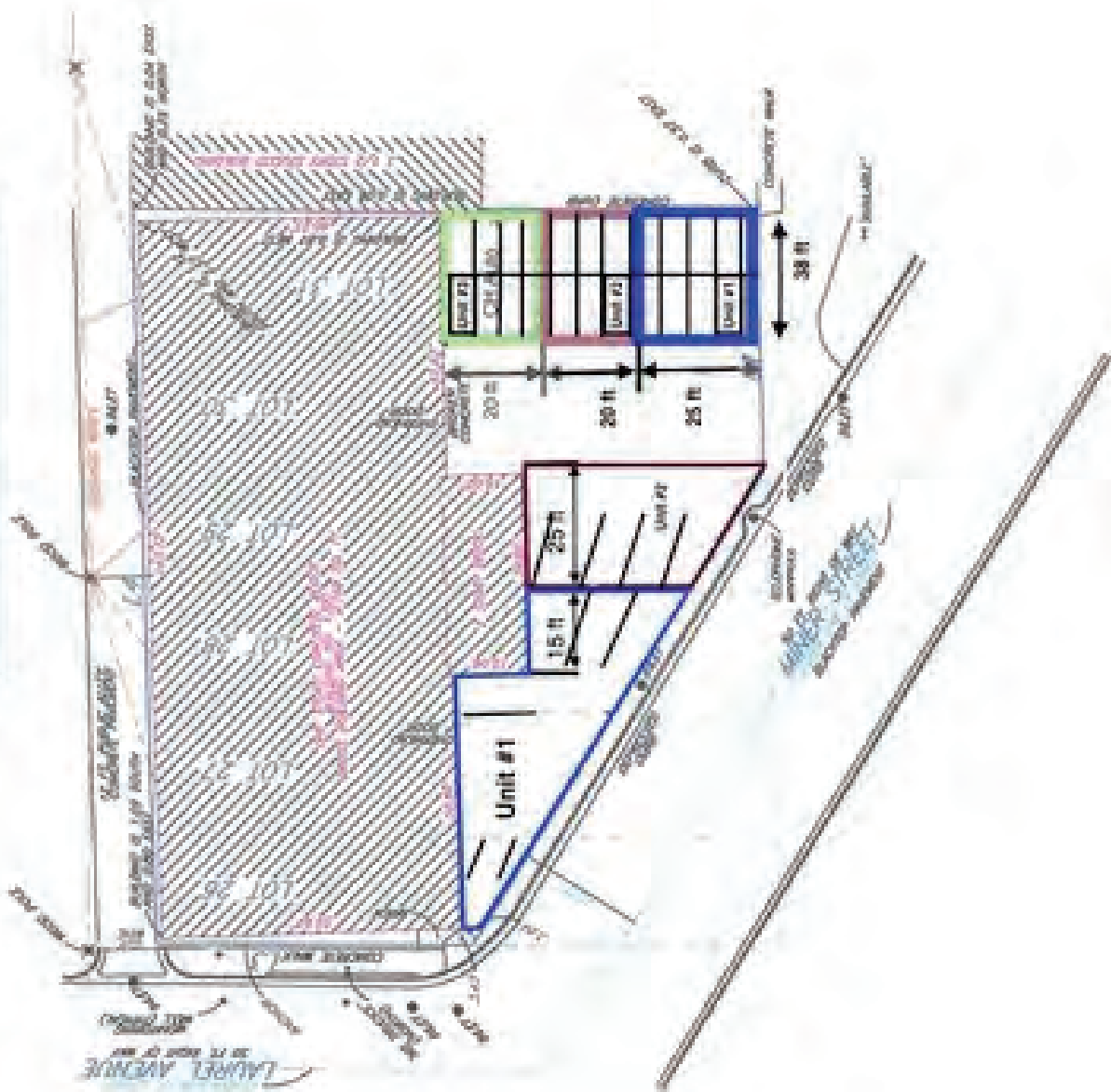
7. The proposed conditional use does not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors;
Since Blessing Automotive has been currently operating at it's current location, we feel that this has not been any complaint to its current operation. Therefore, the proposed expansion will not be detrimental to any persons, property, or general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors.

8. The proposed conditional use provides vehicular access to the property designed that does not create an interference with traffic on surrounding public thoroughfares;
The existing entrance points to the property will not change, therefore the current vehicular access to the property will not create an interference with traffic on the public thoroughfares.

9. The proposed conditional use does not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance; and
The proposed conditional use will not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance.

10. The proposed conditional use complies with all additional regulations in this title specific to the conditional use requested
The proposed conditional use will comply with all additional regulations in this title specific to the conditional use requested.

Parking Map





February 2, 2023

Mayor Goczkowski and Des Plaines City Council
CITY OF DES PLAINES

Subject: Planning and Zoning Board, 1300 Miner Street, Case #23-001-CU, 1st Ward

RE: Consideration of a Conditional Use Amendment for an Existing Auto Body Repair Use in the C-3 District

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board (PZB) opened a public hearing on January 10, 2023 and, pursuant to the petitioner's request, continued the case to the January 24, 2023 meeting for consideration of a Conditional Use Amendment for an existing Auto Body Repair Use at 1300 Miner Street to allow the expansion of the business into the adjoining tenant space.

1. Architect Ed Yung, on behalf of Blessing Automotive, introduced the proposed conditional use amendment request, explaining that the existing auto body repair use is growing and needs additional space. He added that since the center tenant space of the building is now vacant, Blessing Automotive intends to utilize the adjoining tenant space to add two new service bays. He noted that they are looking add six to seven additional parking spaces but are concerned about taking parking spaces away from the remaining business in the easternmost tenant space. The owner of the subject property referenced the parking exhibit explained that the existing parking arrangement, including tandem parking, has been established for a while as the subject property is not stripped. He added that the petitioners started Blessing Automotive from the ground up and have been successful, but the proposed expansion is important. Petitioner Melbin Ordonez clarified that many of the vehicles they service are operable and they have the ability to store vehicles in the building. He added that they are considering a second location for the future.
2. PZB members asked if the petitioner had parked vehicles in the Porter's restaurant lot in the past; where extra cars are stored when there is not sufficient room on the lot; will the additional tenant space provide the petitioner with ample room to grow; if the petitioner is adding additional customer parking spaces to the new tenant space; if there is a reason for the location of employee parking spaces inside the building as opposed to the exterior parking area; if the tenant space for C&H Automotive will stay the same; if the petitioner double stacks vehicles in the exterior parking lot; and if the petitioner's intention is to match the Site Plan drawn by the architect and operate accordingly.

Petitioner Melbin Ordonez responded that they did park vehicles in the Porter's restaurant parking lot before but only with the owner's permission and not anymore; that if they are unable to fit additional vehicles on the property, they send those vehicles back to their owners; that the additional tenant space will be adequate given that they can control how many vehicles they take in to repair; that they are adding two customer parking spaces inside tenant space No. 3 but could add more as necessary; that the employee parking spaces are inside but they will service vehicles parked in those spaces; that they used to double stack parked vehicles but do not anymore; that tenant space No. 2, currently utilized by C&H Automotive, will remain the same without any changes; and that they do intend to match the parking on site with the Site Plan prepared by the architect.

The PZB asked the property owner when the AP Transmission's business moved out of the building; if there are existing auto body repair uses in the building; if parking spaces are delineated by pavement markings; if there are issues with tenants parking in the wrong spots; if there are issues with the other tenant, C&H Automotive, parking in the wrong parking spaces; and if a representative from C&H Automotive is present to provide some clarification.

The property owner responded that the AP Transmission business moved out a year or so ago; that Blessing Automotive, the petitioner's company, does auto body work in the building; that parking spaces are currently allocated by a yellow mark based on distance; that they occasionally have issues with customers parking in the wrong spaces because they are unaware of which spaces are available for each business; that they have had issues with the C&H Automotive business parking in the wrong spaces ; and that a representative for C&H Automotive is present. The C&H Automotive representative explained that he gets the 20-foot space in front of the building for parking so he staggers vehicles in order to fit additional vehicles in his allotted parking area. He expressed concerns with parking layout, accessibility, and safety.

3. CED staff summarized the staff report with slides noting: (i) the history of the subject property; (ii) the previous conditional use awarded in 2020 and its conditions; and (iii) documented violations of specific conditions of the current conditional use. Staff explained the proposed conditions of approval for the request noting that many of these conditions are carried over from the previous conditional use with some slight differences. The main difference highlighted was that all parking spaces on the subject property would need to be in conformance with the parking regulations in Section 12-9-6 of the Zoning Ordinance. Staff also confirmed that AP Transmission ceased operations in 2019.
4. Three members from the public spoke on this request including a representative from C&H Automotive, an existing tenant in the building on the subject property. One resident praised the request exclaiming that this business is an asset in Des Plaines and that it would be beneficial to allow its expansion. He added that the business owners of Blessing Automotive are hard-working and keep the property clean. Another member of the public expressed concerns regarding the impact of the business expansion on residents in the surrounding area explaining that vehicle outflow, access issues, previous conditional use conditions not met, and incidents of obstructions to public areas may cause additional problems for the immediate area. He added that Blessing Automotive may have outgrown this space given that there appear to be more vehicles parked on the property than what is shown on the proposed Site Plan. The representative from C&H Automotive noted that he is not against the proposed expansion but did express concerns regarding circulation and access on the subject property, describing the existing blind spots at Miner Street when vehicles are exiting the site and explaining that there shall be adequate space for motorists to turn-around. He added that inoperable vehicles are unavoidable for auto service repair uses so completely prohibiting them from being parked or stored outside could be difficult for Blessing Automotive to achieve.
5. The PZB voted 4-1 to recommend approval of the conditional use amendment with all conditions found in the staff report *except with a proposed revision to condition No. 5 to allow damaged or inoperable vehicles to be parked or stored outside for up to fourteen consecutive days.*

Respectfully submitted,



Paul Saletnik,
Des Plaines Planning and Zoning Board, Acting Chairman
Cc: City Officials/Aldermen

Case 22-054-CU
Case 23-002-TA
Case 23-003-TA

827 Elmhurst Road
Citywide
Citywide

Conditional Use
Text Amendment
Text Amendment

2. Address: 1300 Miner Street

Case Number: 23-001-CU

The petitioner is requesting an amendment to a previously approved conditional use permit for auto body repair to allow an expansion of an existing establishment into a second tenant space at 1300 Miner Street, and the approval of any other such variations, waivers, and zoning relief as may be necessary.

PIN: 09-17-408-011-0000

Petitioner: Melbin Ordonez, 8417 Austin Avenue, Morton Grove, IL 60053

Owner: GXK Properties, 1300 Miner Street, Des Plaines, IL 60016

Case Number 23-001-CU which is located at 1300 Miner has requested to be continued until the January 24, 2023 Planning and Zoning Board Meeting.

Vice Chair Saletnik stated that even though the case is continued that he will open floor for any audience members that are here for the case.

Vice Chair Saletnik swore in Chris Whyte who operates an auto body repair business (C&H Auto Repair), another tenant at 1300 Miner Street. Mr. Whyte stated that there have been issues with parking and organization of vehicles on this property. Mr. Whyte had several questions about handicap parking spaces and whether there are enough for the property. Mr. Whyte stated that sometimes his customers are not able to get into his business because of the ongoing parking issues. Mr. Whyte stated that he has been at the property for 11 years and he started having parking issues a year and a half ago. Mr. Whyte stated that he plans to be back for the January 24, 2023, meeting.

Vice Chair Saletnik swore in John Pallaohusky who is an owner of a 1325 Perry Street residential property across from 1300 Miner. Mr. Pallaohusky said he appeared in January 2020 when the first zoning came up for this property. He raised some issues during the time. He said that parking has been an issue. There are about 20 vehicles and an Amazon truck at the property. A restaurant nearby was closed and it was overrun with vehicles. The property owners said in 2020 that parking will not be an issue with this conditional use. The property owner said that employees would be parking inside the facility and they would have a ventilation system to deal with the fumes. Mr. Pallaohusky stated that the aesthetics of the property are not what they said they would be. He stated they have vehicles parked on the street and block traffic to the residents which makes it really hard for the elderly residents in the area. The alleyway gets blocked between 1300 Miner and the residential building to the north. He also stated that there are fumes coming from the property that you can smell over the summer and there is only a small landscape box. He stated that he plans to come to the January 24th meeting.

Vice Chair Saletnik stated that staff should look whether any conditions of the conditional use that are being violated and requested staff complete an inspection and bring it to the next hearing.

Vice Chair Saletnik swore in Nicholas Darrus who owns a restaurant at 1290 Northwest Highway. He stated that there is too much traffic in the area and not enough space for the body

Case 22-054-CU
Case 23-002-TA
Case 23-003-TA

827 Elmhurst Road
Citywide
Citywide

Conditional Use
Text Amendment
Text Amendment

shop. He stated that the applicant need many more parking spaces. Mr. Darrus stated that he was letting the applicant use his parking lot when while his restaurant was closed until the City told them they could not do this.

Member Veremis stated that it seems like there is no space at this property and the vehicles are jammed in. She believes that they have overgrown this location.

A motion was made by Board Member Catalano seconded by Board Member Veremis to continue Address 1300 Miner -Case Number 23-001-CU to the January 24, 2023 PZB Meeting.

AYES: Catalano, Veremis, Fowler, Weaver, Saletnik

NAYES: None

ABSTAIN: None

Applications

1. Address: 1300 Miner Street

Case Number: 23-001-CU

Petitioner: Melbin Ordonez, 8424 Mansfield Avenue,
Morton Grove, IL 60053

Owner: GK Properties, LLC, P.O. Box 735, Prospect Heights, IL 60070

Real Estate Index Number: 09-17-408-011-0000

Ward: #1, Alderman Mark A. Lysakowski

Existing Zoning: C-3 General Commercial

Existing Land Use: Multi-Use Commercial Building (Auto Service uses)

Surrounding Zoning:

North: R-4 Central Core Residential District
South: Railroad; R-1 Single-Family Residential District
East: R-4 Central Core Residential District
West: C-3 General Commercial

Surrounding Land Use:

North: Multi-Family Residents (Residential)
South: Railroad; Single-Family Residents (Residential)
East: Multi-Family Residential Building (Residential)
West: Restaurant (Commercial)

Street Classification: Miner Street is a minor arterial street, and Laurel Avenue is a local road.

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

Zoning/Property History: Based on City records, the subject property was rezoned from residential to commercial in 1981 when an auto service repair use was a permitted use. Since then, the property has been rezoned to C-3 General Commercial and a conditional use permit is required for auto service repair uses. As such, the existing C&H Auto Repair, Inc. currently in operation on site does not have a

conditional use and is therefore non-conforming to the current regulations.

In 2020 Blessing Automotive received conditional use approval via Ordinance Z-7-20 to operate an auto body repair use in Suite 1 of the multi-tenant building with several conditions (see Attachments) regarding screening, property use, and business operations. Since opening, the petitioner has striped the parking area and added landscaping along the west building elevation in addition to installing fencing to screen along the southwest property line along Miner Street and installing a dry chemical fire suppression system for the paint both and mixing room as required by Conditions No. 5 and 6 of the ordinance. However, to date, Condition No. 7 requiring the installation of a landscape bed abutting the mobility-impaired accessible parking space has not been satisfied.

There have also been concerns related to the parking and storage of damaged or inoperable vehicles outside on the subject property, surrounding streets, and neighboring properties in violation of conditions No. 1 and 4. During the public comment period of the January 10, 2023 public hearing, which was continued to January 24, surrounding property owners and residents raised issues regarding parking availability, access, and organization of the subject property as well as the parking/storage of vehicles off-site for extended periods of time.

Project Description:

Overview

The petitioner, Melbin Ordonez, has requested an amendment to the existing Conditional Use Permit to expand the existing auto body repair facility, Blessing Automotive LLC, at 1300 Miner Street into Suite 3 of the multi-tenant building located on the subject property. The existing one-story, 9,139-square-foot building is made up of three tenant spaces, all of which have been utilized for automotive repair uses in the past. Suites 1 and 2 of the building, or the two end spaces, have been occupied by Blessing Automotive since 2020 and C&H Auto Repair, Inc. since 2015. Suite 3, the middle space, which had been occupied by AP Transmissions, Inc. since 2017, is now vacant and is adjacent to Suite 1. As such, the petitioner proposes to expand Blessing Automotive into Suite 3, which is directly adjacent to its current

space. This means they would occupy two-thirds of the building instead of one third. The proposed change to the requires an amendment to the conditional use.

Proposed Floor Plan

Suite 1, where Blessing Automotive currently operates, consists of a 3,720-square-foot tenant space with four service bays, a retail area with an office and kitchenette, a spray booth, a mixing room, three separate storage areas on a mezzanine level, and four off-street parking spaces as shown on the Architectural Plan and Site Plan. Suite 3 consists of an indoor garage area with access to the front parking area, kitchenette area, two restrooms, and two separate office spaces. The petitioner intends to utilize the existing kitchenette and separate offices spaces in Suite 3 for additional storage space. There are no proposed changes to the size of the building or to Suite 2 (C&H Auto Repair, Inc.) on the far east side of the building. However, the petitioner intends to add two service bays, a wheel balancing machine, and two customer parking spaces inside the existing indoor garage area in Suite 3.

Off-Street Parking

Auto repair facilities are required to provide two parking spaces per service bay, plus one space for every 200 square feet of accessory retail. As a result, a total of 12 off-street parking spaces are required for the new proposal for Blessing Automotive. Given the unique shape of the property and the small size of the outdoor parking lot, Suite 1 contains four indoor parking spaces—two for employees and two for customers—inside the open garage area. Now that the petitioner is expanding the business into Suite 3 of the building, the proposal includes adding two customer parking spaces in the indoor garage area of Suite 3. Therefore, the Site Plan proposes 13 total parking spaces on the property—six spaces inside the building and seven outside in front of the building, including a mobility-impaired accessible space. The attached parking exhibit identifies available parking allocated to both tenants on the subject property.

Business Operations

Blessing Automotive currently operates from 8:00 a.m. to 6:00 p.m. Monday through Friday, 9:00 a.m. to 2:00 p.m. on Saturday, and

closed on Sundays. Their services include removal of damaged auto body parts; realigning car frames and chassis; patching dents and repairing minor auto body damage; and fitting, attaching, and welding replacement parts in place. Additionally, priming, painting, and applying finish to restored parts takes place inside a prefabricated fireproofed spray booth with a filtered exhaust system. During operations a total of two employees will be on site at a given time. The petitioner does not intend to change the hours of operation or expand their existing services at this time. Please see the Project Narrative for more information. Because of the small lot and prominent location, several conditions are being recommended by staff to continue to minimize any visual impacts.

Conditional Use Findings: Conditional Use requests are subject to the standards set forth in Section 12-3-4(E) of the Zoning Ordinance. Rationale for how the proposed amendments would satisfy the standards is provided below and in the attached petitioner responses to standards. The Board may use the provided responses as written as its rationale, modify, or adopt its own.

1. The proposed Conditional Use is in fact a Conditional Use established within the specific Zoning district involved:

Comment: An auto body repair use is a Conditional Use, as specified in Section 12-7-3.K of the Des Plaines Zoning Ordinance, for properties in the C-3 General Commercial District.

PZB Additions or Modifications (if necessary): _____

2. The proposed Conditional Use is in accordance with the objectives of the City's Comprehensive Plan:

Comment: The Comprehensive Plan illustrates this property as commercial. The Comprehensive Plan strives to foster growth and redevelopment of existing commercial corridors to retain existing businesses in Des Plaines. The expansion of the existing auto body repair use at the subject property meets this intent while also repurposing a vacant space along a major commercial corridor near downtown Des Plaines.

PZB Additions or Modifications (if necessary): _____

3. 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 property and existing building currently contains all automotive repair uses and has for many years. Blessing Automotive currently operates out of Suite 1 and AP Transmissions, Inc. was an auto repair use previously located in Suite 3 of the building. The

current building blends well with the surrounding commercial uses and structures. The repurposing of Suite 3 with another auto repair use does not physically alter the building footprint or exterior, maintaining the existing building appearance, which is appropriate with the existing mixture of commercial and residential developments nearby.

PZB Additions or Modifications (if necessary): _____

4. The proposed Conditional Use is not hazardous or disturbing to existing neighboring uses:

Comment: The footprint, height, and appearance of the existing building will remain the same but the interior of building Suite 3 will be renovated to suit the needs of Blessing Automotive.

However, it is unclear to staff whether the site and mix of multiple auto-oriented businesses (service repair and body repair) can co-exist. While there is a parking exhibit identifying the amount of parking spaces allocated to each tenant space, the space constraints on the subject property and the nature of auto-oriented businesses can present concerns related to access and parking.

PZB Additions or Modifications (if necessary): _____

5. The proposed Conditional Use is to be served adequately by essential public facilities and services, such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools; or, agencies responsible for establishing the Conditional Use shall provide adequately any such services:

Comment: The existing auto service repair facilities are adequately served by essential public facilities and services. The expanded use will also be adequately served by public facilities and services.

PZB Additions or Modifications (if necessary): _____

6. The proposed Conditional Use does not create excessive additional requirements at public expense for public facilities and services and will not be detrimental to the economic well-being of the entire community:

Comment: On one hand, the existing auto body repair facility does not create a burden on public facilities specifically or is not a detriment to the economic well-being of the community. On the other hand, it is demanding code enforcement resources to monitor and respond to issues.

PZB Additions or Modifications (if necessary): _____

- 7. The proposed Conditional Use does not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke fumes, glare or odors:**

Comment: The expanded auto body repair use is not anticipated to create additional traffic compared to the existing Blessing Automotive business or the other auto service-oriented business in Suite 2. The former use of Suite 3, before it became vacant, was a similar business type (auto service and/or auto body). After the initial conditional use approvals in 2020, the petitioner installed the appropriate mechanical systems necessary to reduce the production of traffic, noise, smoke fumes, glare, and odors generating from this use. In addition, the petitioner will be required to install all necessary equipment to address all potential concerns for the proposed operations in Suite 3 in compliance with all applicable codes.

PZB Additions or Modifications (if necessary): _____

- 8. 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 expanded auto body repair use, if it complies with conditions, will not create an interference with traffic on surrounding public thoroughfares. There will be no changes to the existing two access points onto the property from Miner Street that are currently utilized by the existing auto service repair business.

PZB Additions or Modifications (if necessary): _____

- 9. 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 auto body repair use would not cause the destruction, loss, or damage of any natural, scenic or historic features since the building and site were already developed for the use of a multi-tenant building. The petitioner will maintain the existing foundation landscaping and screening installed while also adding additional landscaping in front of the building to improve the aesthetics of the property.

PZB Additions or Modifications (if necessary): _____

- 10. The proposed Conditional Use complies with all additional regulations in the Zoning Ordinance specific to the Conditional Use requested:**

Comment: The proposed auto body repair use can meet all other requirements of the Zoning Ordinance for the C-3 General Commercial District provided all operational and physical (i.e. installation or construction-related) conditions are met.

PZB Additions or Modifications (if necessary): _____

PZB Procedure and Recommended Conditions: Under Section 12-3-4.D (Procedure for Review and Decision for Conditional Uses) of the Zoning Ordinance, the PZB has the authority to *recommend* that the City Council approve, approve subject to conditions, or deny the above-mentioned conditional use amendment to expand an auto body repair use at 1300 Miner Street. City Council has final authority on the proposal.

Consideration of the request should be based on a review of the information presented by the applicant and the findings made above, as specified in Section 12-3-4.E (Standards for Conditional Uses) of the Zoning Ordinance. If the PZB recommends and City Council ultimately approves the request, staff recommends the following conditions.

Conditions of Approval:

1. That a landscape area located north and west of the proposed handicap accessible parking spot shall be added, which contains at least four shrubs and one tree prior to issuance of any building permits related to the expansion.
2. Vehicles related to the business cannot be stored or parked overnight on the surrounding residential streets.
3. That the sidewalk along Miner Street should not be blocked by vehicles at any time.
4. There shall be no vehicle drop-off on the property between 6 p.m. and 8 a.m. (Note: The PZB may wish to discuss if the hours are too stringent.)
5. No damaged or inoperable vehicles shall be parked or stored outside at any time.
6. That all submitted 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.
7. That each business operating on the property shall have separately identified off-street parking spaces that comply with Chapter 9 of the Zoning Ordinance, or that adhere to limitation of any subsequent relief that may be granted.

Attachments:

- Attachment 1: Location and Zoning Map
- Attachment 2: Site and Context Photos
- Attachment 3: ALTA/ACSM Land Title Survey
- Attachment 4: Excerpt from Ordinance Z-7-20 (Conditions)
- Attachment 5: Petitioner's Standards for a Conditional Use
- Attachment 6: Petitioner's Project Narrative
- Attachment 7: Architectural Plans and Site Plan
- Attachment 8: Parking Exhibit

Vice Chair Saletnik swore in Ed Yung – Architect for the petitioner, Gary Koliopoulos- Building Owner and Melbin Ordonez- Petitioner.

Mr. Yung explained the plan to expand the business by renting the next-door unit. Mr. Yung went over the plans that would add two workplaces and two parking spaces. Seeking to add an additional 6 parking spaces to the business. Mr. Yung stated that if Blessing Automotive is not able to increase their workspace that they might end up leaving Des Plaines. Mr. Yung went over Attachment #7 which is their proposal.

Vice Chair Saletnik asked staff about the City of Des Plaines parking space regulations.

Jonathan Stytz, Senior Planner, stated that in Chapter 9 the off-street parking regulations required spaces that are a minimum of 8'-6" x 18'-0" in size.

Gary Koliopoulos stated that the parking has been the same since the beginning. He said that the business owners have been cycling the cars in and out. Mr. Koliopoulos told the board that Blessing Automotive started their business from nothing during Covid. They created a business that is succeeding. They are a good support for the community. He stated that he is proud to have them as his tenants. Koliopoulos stated that his other tenant is C&H Automotive. They have 6 spaces outside. He cycles cars in and out of spaces depending on need.

Vice Chair Saletnik asked if the six spaces for C&H Automotive are public parking or just for use of C& H Automotive.

Mr. Koliopoulos confirmed that the six spaces are allocated specifically for C&H Automotive.

Melbin Ordonez stated that his business is doing well and he would like to keep growing in Des Plaines. He wants to keep helping his neighbors.

Member Veremis asked if they will have enough parking spaces. She stated that the business was using the restaurant parking lot for a while and asked if they keep growing how will they accommodate the cars.

Mr. Ordonez stated that yes for a couple of months. In the beginning their company grew fast and they had a number of vehicles. They rented the parking lot of Porters until they were notified they could not use it. Now the business has accounts and they are able to take and return the cars to the companies. He said they are doing a better job at monitoring the jobs that come in and out. They are also able to park some vehicles inside the building and propose to add two to three more parking spaces inside the building.

Member Weaver asked the property owner about the other tenant parking, inquiring as to whether the allocated parking spaces are designated by pavement markings. He asked to look at the pictures of the outside of the building and whether certain spots are for certain tenants.

Mr. Koliopoulos confirmed that the allocated parking areas are designated by yellow markings on the pavement which are based off distance of approximately 25 feet. He added that each tenant is currently able to utilize the allotted parking area as they see fit.

Member Weaver asked if there have been issues with tenants parking over the yellow markings into other tenant parking areas or utilizing other tenant parking area spaces.

Mr. Koliopoulos mentioned that at times there can be because customers are not aware of the allocated parking areas for each tenant.

Member Weaver asked if C&H Automotive is parking in the correct area or if they are utilizing other tenant space parking.

Mr. Koliopoulos mentioned that C&H Automotive is not parking in the correct areas and have utilized a portion of the parking area allocated to Blessing Automotive.

Member Weaver asked if a representative from C&H Automotive was present. Mr. Koliopoulos answered yes.

Vice Chair Saletnik swore in Chris Whyte who operates an auto repair company at 1300 Miner Street. Mr. Whyte stated that there are parking problems. He uses the stagger approach to get his vehicles in and out. Mr. Whyte stated that his main concern is his customers getting in and out of the parking lot. He feels like there are blind spots when vehicles are parked in the lot and you are not able to see down Northwest Highway. He also believes the fence does not allow to people to see since its parallel to the sidewalk. Mr. Whyte said he has no problems with the expansion.

Member Weaver asked Mr. Whyte if there will be any changes to the C&H Automotive tenant space as part of this proposal.

Mr. Whyte responded that he works by appointment only and that there are no proposed changes to the C&H Automotive tenant space.

Member Veremis asked when the tenant, AP Transmission, in the middle section of the property moved out.

Mr. Koliopoulos stated that he does not have an exact date but that it has been a few years.

Member Veremis asked if there were a lot of vehicles associated with AP Transmission.

Mr. Koliopoulos confirmed that there have always been a lot of vehicles stored and parked on site. He added that the parking situation has always been the same.

Member Veremis asked if the two remaining tenants are already utilizing the parking area allocated to the middle tenant. Mr. Koliopoulos confirmed that this is correct.

Senior Planner Stytz clarified that AP Transmission ceased operations in 2019.

Vice Chair Saletnik asked if anyone from the audience would like to speak to the request.

Vice Chair Saletnik swore in John Kaszynski from 450 S. Western Avenue. Mr. Kaszynski is a neighbor and is in favor of this case. He is always in the area of the business and Blessing Automotive is always pleasant. He believes they are an asset to the community. He stated that they keep the building and surrounding area clean. He added that when Blessing Automotive was parking on the restaurant property and were told that they could not park there, they reacted immediately to remove the vehicles from the restaurant property.

Vice Chair Saletnik swore in John Pallaohusky who is an owner of a 1325 Perry Street residential property across from 1300 Miner Street. Mr. Pallaohusky is a neighbor, and he is not in favor of this case as he is concerned with its impact on residents. He explained that in Section 12-3-4 "Conditional Uses" there are several items that address the potential impacts a use could have on surrounding properties (e.g., environmental, noise, pollution). He reiterated that parking on the subject property is an issue. While it is cleaned up on site now, the number of cars parked today is more than what the proposed Site Plan accommodates. He stated that he has not heard anything in regard to an impact study that the proposed expansion would have on surrounding properties. He claimed that the congestion in this area of the City is another concern that requires people exiting onto Miner Street from Laurel Avenue to make a wide right turn. He appeared at the last PZB meeting and in January 2020 when the first zoning came up for this property and he raised similar issues during the time. At that hearing he heard what the petitioner would be required to do and claimed that none of those requirements have been met. He asked who would address issues in the future if they are allowed to expand and the requirements have not been met. He addressed a specific instance where an employee of Blessing Automotive blocked the alley located just north of the subject property preventing him from getting out.

Jonathan Stytz, Senior Planner, reviewed the staff report. Mr. Stytz explained the application for the Conditional Use at 1300 Miner. Mr. Stytz went over the location map and background, Site photos, parking exhibit, and the Conditional Use requirements. He also touched on the previous enforcement measures taken to address violations of some of the proposed conditions from the current conditional use approved in 2020. Mr. Stytz stated that 12 parking spots are necessary, and the petitioner meets this requirement. Mr. Stytz stated that tantum spaces are not allowed.

Vice Chair Saletnik asked if Blessing Automotive double stacks their vehicles. Mr. Ordonez stated that they have double stacked in the past but they will no longer double stack vehicles.

Member Catalano asked if Blessing Automotive is agreeing to the proposed Site Plan for parking on page 17 of the staff report. Mr. Ordonez stated that they will.

Vice Chair Saletnik asked if C&H Automotive will have an issues if they are not allowed to double stacks their vehicles on the subject property.

Mr. Whyte responded that they are not dependent on double stack parking for their operations but turn-around space is necessary for the subject property. He added that damaged and/or inoperable vehicles are inevitable for auto service businesses. He also expressed concerns with blind-spots on Northwest Highway when exiting the subject property.

Vice Chair Saletnik asked Blessing Automotive if there are inoperable vehicles being parked outside on the subject property.

Mr. Ordonez stated that 99% of our vehicles are drivable so we can agree with no inoperable vehicles being stored outside. He stated if we get those types of vehicles they will be stored inside.

Member Weaver asked why the employees are parking indoors and what will they do as the business continues to grow.

Mr. Ordonez stated that they are now working on cars indoors, some in the employee designated parking spaces, and do not leave them outdoors. He stated that most of the vehicles they work on have minor damage and they are drivable. He said that if their business continues to grow, they might have to add another location in Des Plaines.

A discussion occurred regarding the location of the parking spaces on the proposed Site Plan and if there are any concerns related to safety and access to and from the site. The existing use of a triangular portion located outside of the subject property boundaries, which was identified as an area where large trucks are parked, was also discussed. Senior Planner Stytz confirmed that this triangular portion is not part of the subject property but rather part of the Jefferson Street right-of-way. He added that no tenant should be parking in this area.

Member Weaver mentioned that he would like to make a change to proposed condition No. 5 to allow damaged or inoperable vehicles to be stored or parked outside for up to fourteen consecutive days instead of entirely banning them.

A motion was made by Board Member Weaver, seconded by Board Member Catalano to approve a Conditional Use Permit Amendment to allow the expansion of an existing automotive body repair use at 1300 Miner Street subject to the seven conditions proposed by staff but with condition No. 5 modified to allow the parking and storage of damaged or inoperable vehicles outside for up to fourteen consecutive days.

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

*****MOTION CARRIES ****

CITY OF DES PLAINES

ORDINANCE Z - 2 - 23

AN ORDINANCE APPROVING AN AMENDMENT TO AN EXISTING CONDITIONAL USE PERMIT FOR AN AUTO BODY REPAIR USE AT 1300 MINER STREET, DES PLAINES, ILLINOIS (Case #23-001-CU).

WHEREAS, the property commonly known as 1300 Miner Street, Des Plaines, Illinois (“*Subject Property*”) is located in the C-3 General Commercial District (“*C-3 District*”) and is currently improved with a 9,139-square-foot, one-story, multi-tenant commercial building (“*Building*”) and surface parking area; and

WHEREAS, Melbin Ordonez (“*Petitioner*”) is the lessee of Suite 1 in the Building on the Subject Property (“*Existing Location*”); and

WHEREAS, on March 2, 2020, the City Council adopted Ordinance No. Z-7-20, approving a conditional use permit (“*Conditional Use Permit*”) to allow the Petitioner to operate an auto body repair use on the Existing Location on the Subject Property; and

WHEREAS, the Petitioner desires to expand its business into the 2,500-square-foot tenant space to the east of the Existing Location commonly known as Suite 3 (collectively, the Existing Location and Suite 3 are the “*Expanded Location*”); and

WHEREAS, the “Des Plaines Zoning Ordinance of 1998,” as amended (“*Zoning Ordinance*”), is codified as Title 12 of the City Code of the City of Des Plaines (“*City Code*”); and

WHEREAS, pursuant to Section 12-3-7.K of the Zoning Ordinance, auto body repair uses are only permitted in the C-3 District pursuant to a conditional use permit approved by the City Council; and

WHEREAS, pursuant to Section 12-3-4 of the Zoning Ordinance, the Petitioner filed an application with the City for the approval of an amendment to the Conditional Use Permit to allow the operation of the auto body repair use within the Expanded Location (“*Amended Conditional Use Permit*”); and

WHEREAS, GK Properties, LLC (“*Owner*”) is the owner of the Subject Property and has consented to the Petitioner’s application; and

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

WHEREAS, within 90 days after the date of the Petitioner’s application, a public hearing to consider the Amended Conditional Use Permit was opened by the PZB on January 10, 2023 and continued to January 24, 2023, pursuant to publication in the *Des Plaines Journal* on December 21, 2022; and

WHEREAS, notice of the public hearing was mailed to all property owners within 500 feet of the Subject Property; and

WHEREAS, during the public hearing the PZB heard testimony and received evidence with respect to how the Petitioner intended to satisfy and comply with the provisions of the Zoning Ordinance; and

WHEREAS, pursuant to Section 12-3-4 of the Zoning Ordinance, the PZB filed a written report with the City Council on February 2, 2023, summarizing the testimony and evidence received by the PZB and stating its recommendation, by a vote of 4-1, to approve the Amended Conditional Use Permit subject to certain conditions; and

WHEREAS, the Petitioner made representations to the PZB with respect to the Amended Conditional Use Permit which representations are hereby found by the City Council to be material and upon which the City Council relies in approving the Amended 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 February 8, 2023, and has determined that it is in the best interest of the City and the public to approve the Amended Conditional Use Permit in accordance with the provisions of this Ordinance;

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

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

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

LOTS 26, 27, 28, 29, 30 AND 31 IN BLOCK 5 IN IRA BROWN’S ADDITION TO DES PLAINES, A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY (EXCEPTING THEREFROM THAT PART OF SAID LOTS TAKEN FOR THE OPENING OF MINER STREET), IN COOK COUNTY, ILLINOIS.

PIN: 09-17-408-011-0000

COMMONLY KNOWN AS: 1300 Miner Street, Des Plaines, Illinois.

SECTION 3. AMENDED CONDITIONAL USE PERMIT. Subject to and contingent upon the conditions, restrictions, limitations and provisions set forth in Section 4 of this Ordinance, the City Council hereby grants the Petitioner the Amended Conditional Use Permit to allow the operation of the auto body repair use in the C-3 District within the Expanded Location on the Subject Property. The Amended Conditional Use Permit granted by this Ordinance is consistent with and equivalent to a "special use" as referenced in Section 11-13-25 of the Illinois Municipal Code, 65 ILCS 5/11-13-25.

SECTION 4. CONDITIONS. The approval granted in Section 3 of this Ordinance shall be, and is hereby, expressly subject to and contingent upon the following conditions, restrictions, limitations, and provisions of this Section 4:

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

B. **Compliance with Plans.** The development, use, and maintenance of the Subject Property shall be in strict compliance with the following plans, except for minor changes and site work approved by the Director of the Department, and changes to comply with the conditions set forth in Section 4.B of this Ordinance, in accordance with all applicable City codes, ordinances, and standards, including, without limitation, Sections 3.4-8, "Limitations on Conditional Uses," and 3.4-9, "Effect of Approval," of the Zoning Ordinance.

1. The Project Narrative, prepared by the Petitioner, consisting of one sheet, and dated December 30, 2022, a copy of which is attached to and, by this reference, made a part of this Ordinance as *Exhibit A*; and

2. The Architectural Plans and Site Plan, prepared by Yung Architects, Ltd., consisting of five sheets, and with a latest revision date of July 28, 2022, a copy of which is attached to and, by this reference, made a part of this Ordinance as *Exhibit B*.

C. Additional Conditions. The development, use, and maintenance of the Subject Property shall be subject to and contingent upon the following additional conditions:

1. A landscape area that contains at least four shrubs and one tree must be added in the area north and west of the proposed accessible parking spot prior to issuance of any building permits related to the use of the Expanded Location.

2. Vehicles related to the auto body repair use may not be stored or parked overnight on the surrounding residential streets.

3. The sidewalk along the Miner Street property line of the Subject Property may not be blocked by vehicles at any time.

4. Vehicles may not be dropped-off on the Subject Property between 6 p.m. and 8 a.m.

5. Damaged or inoperable vehicles shall not be parked or stored outside on the Subject Property for more than fourteen consecutive days.

6. All submitted 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.

7. Each business operating on the Subject Property shall have separately identified off-street parking spaces that comply with Chapter 9 of the Zoning Ordinance, or that

adhere to limitation of any subsequent relief that may be granted.

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 \$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 requirements of the Zoning Ordinance, or the conditions set forth in Section 4 of this Ordinance, the Amended Conditional Use Permit granted in Section 3 of this Ordinance may be revoked after notice and hearing before the Zoning Administrator of the City, all in accordance with the procedures set forth in Section 12-4-7 of the Zoning Ordinance. In the event of revocation, the development and use of the Subject Property will be governed solely by the regulations of the C-3 District. Further, in the event of such revocation of the Amended Conditional Use Permit, the City Manager and City's General Counsel are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances. The Petitioner and Owner acknowledge that public notices and hearings have been held with respect to the adoption of this Ordinance, 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 Owner.

SECTION 6. BINDING EFFECT; NON-TRANSFERABILITY. The privileges, obligations, and provisions of each and every section and requirement of this Ordinance are for and shall inure solely to the benefit of Petitioner. Nothing in this Ordinance shall be deemed to allow the Petitioner to transfer any of the rights or interests granted herein to any other person or entity without the prior approval of the City Council by a duly adopted amendment to this Ordinance.

SECTION 7. SEVERABILITY. If any paragraph, section, clause or provision of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

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

- A. its passage, approval and publication in pamphlet form as provided by law;
- B. the filing with the City Clerk by the Petitioner and Owner, not less than 60 days after the passage and approval of this Ordinance, of an unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance. Said unconditional agreement and consent shall be in substantially the form attached to, and by this reference made a part of, this Ordinance as *Exhibit C*; and
- C. at the Petitioner's sole cost and expense, the recordation of this Ordinance together with such exhibits as the City Clerk deems appropriate, with the Office of the Cook County Recorder.
- D. In the event that the Petitioner and Owner do not file with the City Clerk a fully executed copy of the unconditional agreement and consent referenced in Section 8.B.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 9. SEVERABILITY. If any paragraph, section, clause or provision of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

PASSED this _____ day of _____, 2023.

APPROVED this _____ day of _____, 2023.

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

**Blessing Automotive LLC
1300 Miner Street**

December 30, 2022

To: Community Development Department
Village of Des Plaines

Re: Blessing Automotive LLC Auto Body Shop
1300 Miner Street

Project Narrative:

Due to the increase demands of our services as a body shop, a decision must be made to either increase our facilities to accommodate the increase demand or seek a different location which is larger than our present space. However, it has come to our attention that the space directly adjacent to our space is vacant and that space was previously used for automotive services. It would seem like an idea space to expand our present business without the added cost of seeking and moving to a new location. The landlord had provided five additional spaces leaving two parking spaces for the third tenant.

The proposed business hours are:

Monday- Friday 8:00 am to 6:00 pm
Saturday 9:00 am to 2: 00 pm

No over-night drop off will be allowed during non-business hours.

All inoperable vehicles will be stored inside for the duration of repairs.

The business would have two employees.

We anticipate that 10 vehicles would be serviced each week.

The services will include the following:

- Removal of damaged auto parts;
- Realigning car frames and chassis;
- Patching dents and rep and minor auto body damage;
- Fit, attach and weld replacement parts in place;
- Prime, paint and apply finish to restored parts.

All priming and painting will be done inside the existing prefabricated fireproof spray booth with filtered exhaust system. There is an existing grease trap interceptor connected to the floor drain system.

Please note most of the remodeling work for the project will be done inside the building.

All site lighting will remain the same, and all landscaping will remain the same.

If there are additional questions, please feel free to contact me at (773) 653-4882 or my architect, Edward Yung at (847) 845-3352.

Melbin Ordonez

Blessing Automotive.

NO NEW LANDSCAPING IS PROPOSED
ALL EXISTING LANDSCAPING WILL BE
RETAINED AND MAINTAINED

PARKING REQUIREMENT, PER 12-9-7
COMMERCIAL/AUTO BODY SHOP (AUTO REPAIR)
2 PER SERVICE BAY

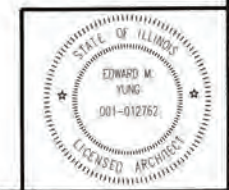
PROVIDED:
5 SERVICE BAYS
13 CUSTOMER SPACES
1 ADA SPACE
2 EMPLOYEE SPACES

OUTDOOR LIGHTING FOR OFF-STREET
PARKING PER 12-12-10: LIGHT

PAKING LIGHTING ARE EXISTING



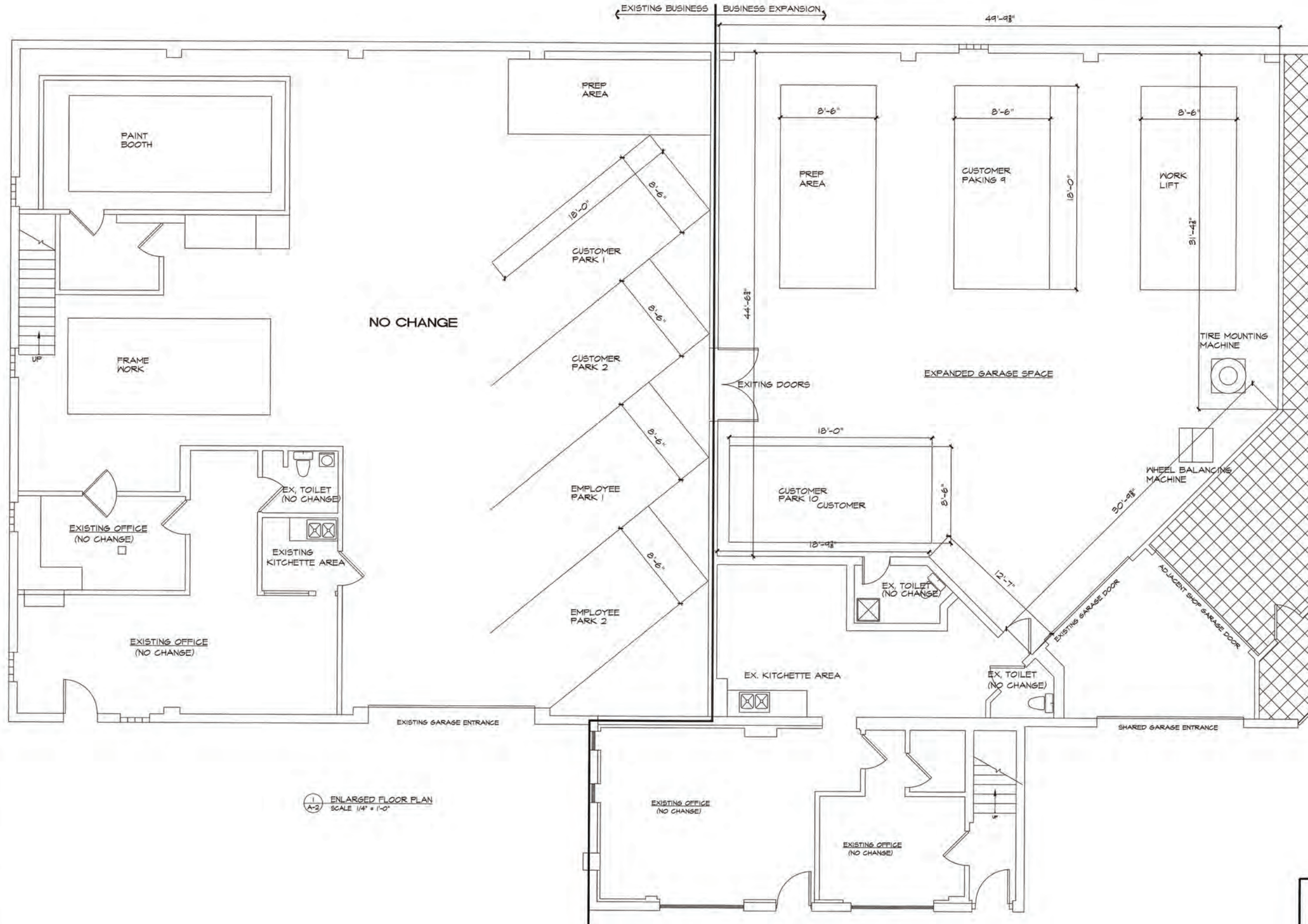
1 SITE PLAN
A-1 SCALE 1/8" = 1'-0"



YUNG Architects LTD.
ARCHITECTS/PLANNERS/INTERIORS/CONSTRUCTION MANAGERS
1100 WEST NORTHWEST HIGHWAY, MT. PROSPECT, ILLINOIS 60056
TELEPHONE: (847) 845-3352 EMAIL: YUNGARCH@COMCAST.NET

BLESSINGS AUTOMOTIVE LLC
EXPANSION TO UNIT 2
1300 Miner Street - Unit 2
DES PLAINES, ILLINOIS 60056

DATE	
REVISIONS	
NUMBER	
DRAWN BY:	JL & EY
DATE ISSUED:	11/17/2022
PROJECT 2201	
SHEET TITLE:	ARCHITECTURAL & COMBINED SITE PLAN
SHEET #:	A-1



1 ENLARGED FLOOR PLAN
A-2 SCALE 1/4" = 1'-0"

YUNG Architects LTD.

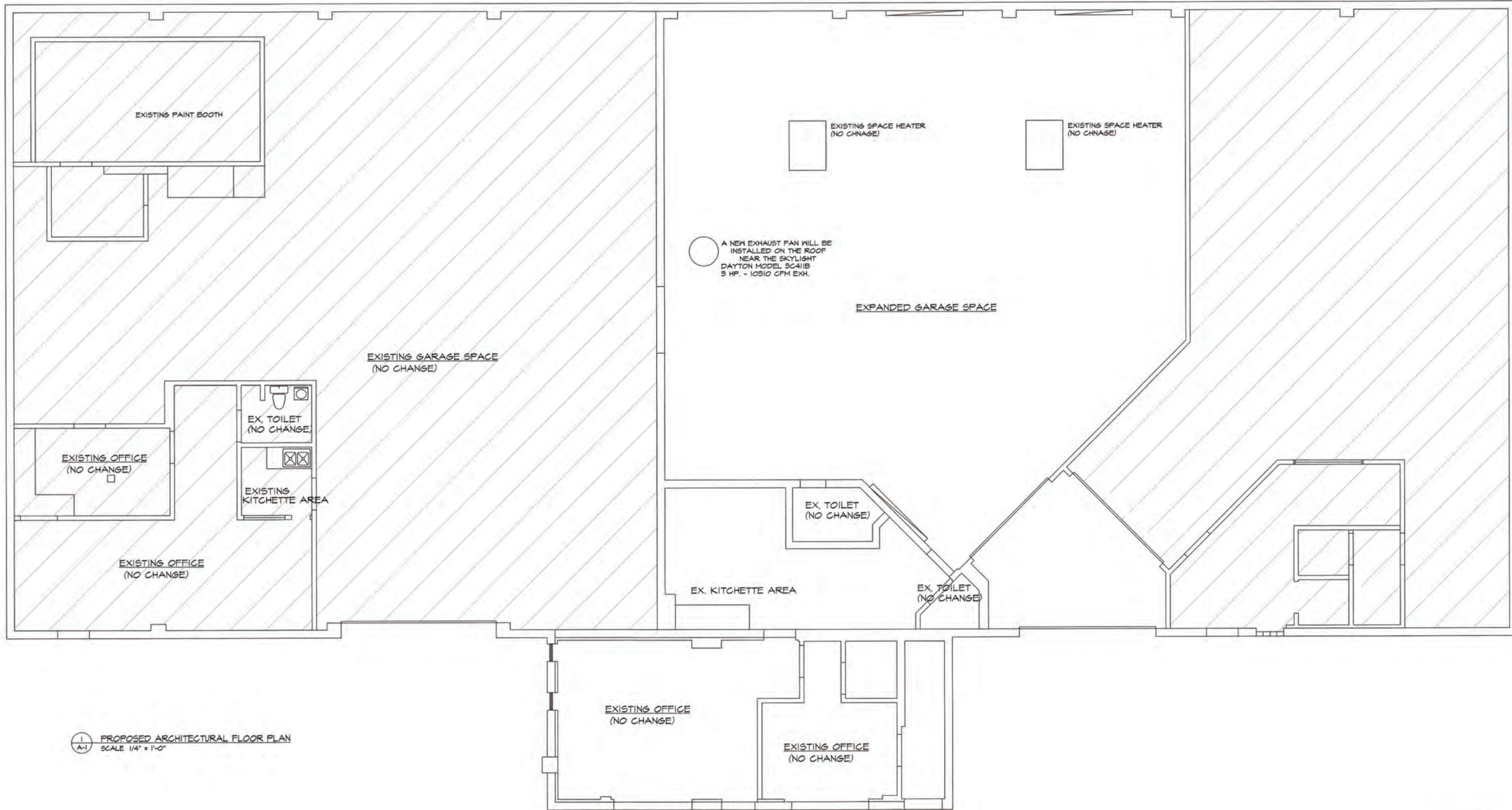
ARCHITECTS/PLANNERS/INTERIORS/CONSTRUCTION MANAGERS
1100 WEST NORTHWEST HIGHWAY, MT. PROSPECT, ILLINOIS 60056
TELEPHONE (847) 845-3352 EMAIL: YUNGARCH@COMCAST.NET

INTERIOR RENOVATION
OF EXISTING
TWO STORY RESIDENTIAL
5622 SOUTH ELIZABETH STREET,
CHICAGO ILLINOIS 60638

DATE	REVISIONS	NUMBER

DRAWN BY: EMM
DATE ISSUED: 11-17-2022
PROJECT 2261
SHEET TITLE: ARCHITECTURAL PLAN -
SHEET # A-2





PROPOSED ARCHITECTURAL FLOOR PLAN
SCALE 1/4" = 1'-0"

YUNG Architects LTD.

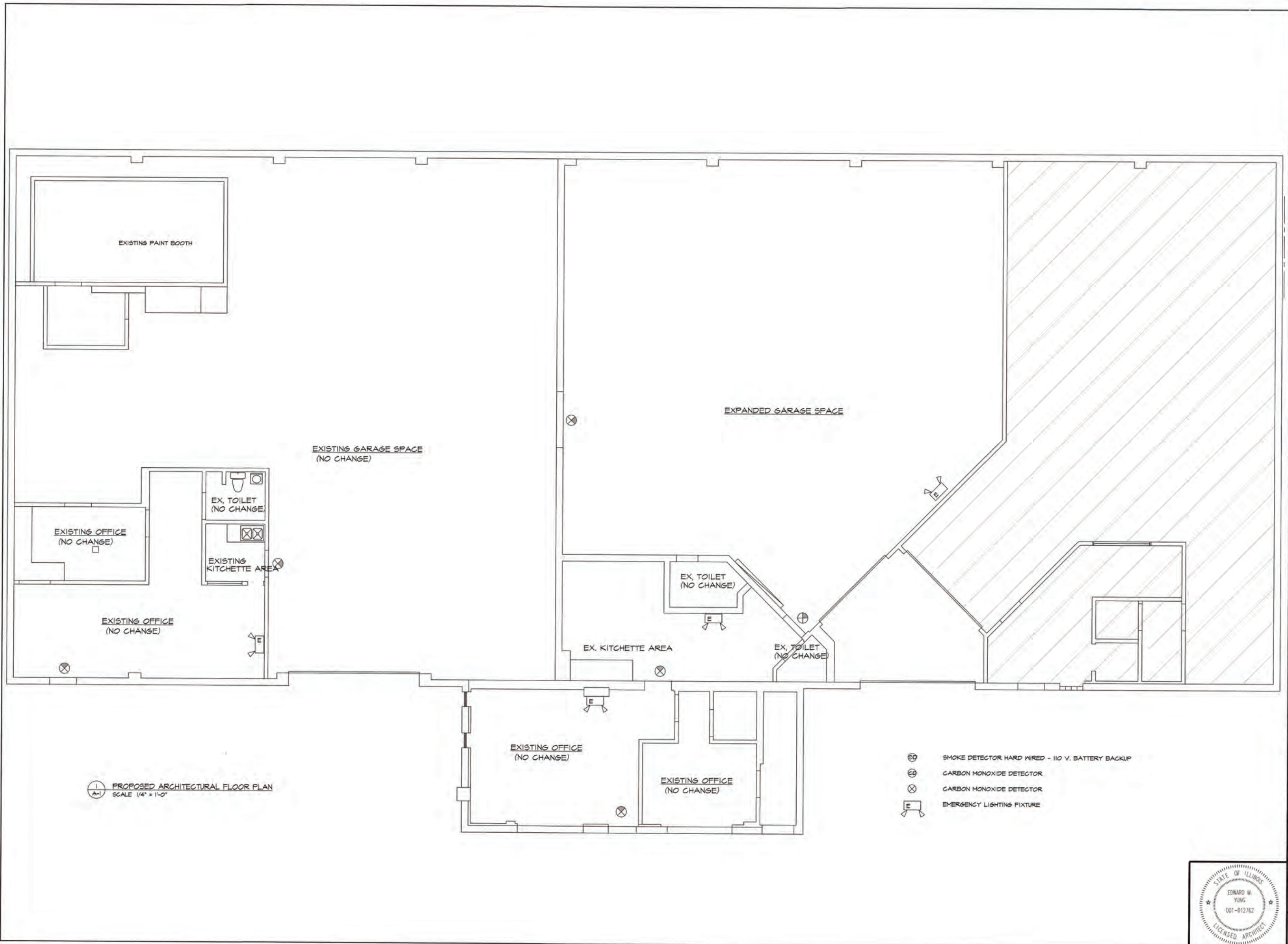
ARCHITECTS/PLANNERS/INTERIORS/CONSTRUCTION MANAGERS
1100 WEST NORTHWEST HIGHWAY, MT. PROSPECT, ILLINOIS 60056
TELEPHONE: (847) 845-3352 EMAIL: YUNGARCH@COMCAST.NET

BLESSINGS AUTOMOTIVE LLC
EXPANSION TO UNIT 2
1300 Miner Street - Unit 2
DES PLAINES, ILLINOIS 60686

DATE	REVISIONS	NUMBER

DRAWN BY: JL & EY
DATE ISSUED: 07/26/2022
PROJECT 2201
SHEET TITLE: MECHANICAL PLAN - PLANS, SCHEDULES & NOTES
SHEET #: M-1





YUNG Architects LTD.
 ARCHITECTS/PLANNERS/INTERIORS/CONSTRUCTION MANAGERS
 1100 WEST NORTHWEST HIGHWAY, MT. PROSPECT, ILLINOIS 60056
 TELEPHONE: (847) 845-3352 EMAIL: YUNGARCH@COMCAST.NET

**BLESSINGS AUTOMOTIVE LLC
 EXPANSION TO UNIT 2**
 1300 Miner Street - Unit 2
 DES PLAINES, ILLINOIS 60036

DATE	REVISIONS	NUMBER

DRAWN BY:
 JL & EY
 DATE ISSUED:
 07/28/2022
 PROJECT 2261
 SHEET TITLE:
 ARCHITECTURAL PLAN -
 FLOORPLANS, SCHEDULES
 & NOTES
 SHEET #:
EM-1

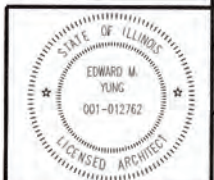


EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Melbin Ordonez ("**Petitioner**") is the lessee of the property known as 1300 Miner Street, Des Plaines, Illinois ("**Subject Property**"); and

WHEREAS, GK Properties, LLC ("**Owner**") is the owner of the Subject Property and has consented to the Conditional Use application for an expansion of an existing auto body repair use on the Subject Property.

WHEREAS, Ordinance No. Z-2-23 adopted by the City Council of the City of Des Plaines on _____, 2023 ("**Ordinance**"), grants approval of an amendment to a conditional use permit to allow the expansion of an existing auto body repair establishment on the Subject Property, subject to certain conditions; and

WHEREAS, Petitioner and Owner desire to evidence to the City their unconditional agreement and consent to accept and abide by each of the terms, conditions, and limitations set forth in said Ordinance, and its consent to recording the Ordinance and this Unconditional Agreement and Consent against the Subject Property;

NOW, THEREFORE, Petitioner and Owner do hereby agree and covenant as follows:

1. Petitioner and Owner hereby unconditionally agree to accept, consent to and abide by all of the terms, conditions, restrictions, and provisions of that certain Ordinance No. Z-2-23, adopted by the City Council on _____ , 2023.
2. Petitioner and Owner acknowledge and agree that the City is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the City's review and approval of any plans for the Subject Property, or the issuance of any permits for the use and development of the Subject Property, and that the City's review and approval of any such plans and issuance of any such permits does not, and shall not, in any way, be deemed to insure Petitioner or Owner against damage or injury of any kind and at any time.
3. Petitioner and Owner acknowledge that the public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, have considered the possibility of the revocation provided for in the Ordinance, and agree not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the procedures required by Section 12-4-7 of the City's Zoning Ordinance are followed.

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

MELBIN ORDONEZ

By: _____

SUBSCRIBED and **SWORN** to
before me this _____ day of
_____, 2023.

Notary Public

GK PROPERTIES, LLC

By: _____

SUBSCRIBED and **SWORN** to
before me this _____ day of
_____, 2023.

Notary Public



COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: February 8, 2023
To: Michael G. Bartholomew, City Manager
From: John T. Carlisle, AICP, Director of Community & Economic Development (CED) JC
Jonathan Stytz, AICP, Senior Planner (CED) JS
Subject: 827 Elmhurst Road – Proposed Oil Change Business
Consideration of Conditional Use for an Auto Service Repair Use in the C-3 District at 827 Elmhurst Road, Case #22-054-CU (8th Ward)

Address: 827 Elmhurst Road
Petitioner: GW Property Group, LLC (Representative: Mitch Goltz, 2211 N. Elston Avenue, Suite 400, Chicago, IL 60614)
Owner: RDK Ventures, LLC c/o Mac’s Convenience Stores, LLC, P.O. Box 347, 4080 W. Jonathan Moore Pike, Columbus, IN 47201
Case Number: 22-054-CU
PIN: 08-24-100-031-0000
Ward: #8, Alderman Shamoan Ebrahimi
Existing Zoning: C-3 General Commercial District
Existing Land Use: Vacant Lot (previous auto fuel station)
Surrounding Zoning: North: C-3 General Commercial District
South: C-3 General Commercial District
East: C-3 General Commercial District
West: C-3 General Commercial District
Surrounding Land Use: North: Grocery Store (Commercial)
South: Bank (Commercial)
East: Grocery Store (Commercial) / Shopping Center (Commercial)
West: Shopping Center (Commercial)
Street Classification: Elmhurst Road is classified as an other principal arterial road.

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

Zoning/Property History: Based on City records, the subject property was used as an auto filling station until 2019. Since then, the fuel station has been demolished and the property has been vacant.

Project Description:

Overview

The petitioner has requested a Conditional Use Permit to allow the construction of a new automotive service repair use, Strickland Oil, at 827 Elmhurst Road. The subject 20,099-square-foot (0.46-acre) vacant property is in the C-3 General Commercial district. An oil change business falls underneath an auto service repair use, which requires a conditional use permit in the C-3 district.

Proposal

The petitioner proposes to redevelop the subject property by building a new 1,700-square-foot, single-story building with surface parking area, dumpster enclosure, and freestanding monument sign. The proposed building consists of three service bays, lobby area, unisex restroom, and office/waste oil storage area. The subject property fronts Elmhurst Road but is accessed via a single access point through the Jewel-Osco parking lot at 811 Elmhurst Road. The proposal does not include any changes to the existing access point or the addition of new access points. The proposal includes the addition of both three-foot-wide foundation landscape areas around the north and south elevations of the building, and five-foot-wide parking lot landscaping areas around the perimeter of the parking area as required in Sections 12-10-8 and 12-10-10 of the Zoning Ordinance. New exterior lighting is also proposed for the new development as shown on the Photometric Plan. Section 12-12-10 restricts the amount of excess light that can bleed into surrounding properties based on the zoning of the properties surrounding the subject property. Since the subject property is surrounded by C-3-zoned properties, a maximum of 2.0 foot-candles is allowed. The attached Photometric Plan indicates that the maximum foot-candles encroaching into surrounding properties will not exceed 1.2 in conformance with the applicable regulations.

Off-Street Parking

Auto repair facilities are required to provide two parking spaces per service bay, plus one space for every 200 square feet of accessory retail. As a result, a total of seven off-street parking spaces, including a minimum of one mobility-impaired accessible parking space, are required. The Site Plan illustrates a total of 14 parking spaces, including one mobility-impaired accessible space, which meets this standard. All proposed standard parking spaces and mobility-impaired accessible space are proposed to conform with Sections 12-9-6 and 12-9-8 of the Zoning Ordinance.

Business Operations

Strickland Oil proposes to operate from 8 a.m. to 7 p.m. Monday through Friday, 8 a.m. to 5 p.m. on Saturdays, and 10 a.m. to 5 p.m. on Sundays. Their services include stay-in-your-car oil changes, state inspections, tire rotations, air filter replacement, wiper blade replacement, and coolant and washer fluid refills. During normal operations, a total of 3-4 employees will be on site at a given time. Please see the attached Project Narrative for more information.

PZB Recommendation and Conditions: The PZB held a public hearing on January 10, 2023 to consider the request. Their rationale for recommendations is captured in the excerpt to the approved minutes of the January 10, 2023 meeting. The PZB voted 5-0 to *recommend approval* of the conditional use request. Pursuant to Section 12-3-4.D.4 of the Zoning Ordinance, the City Council has final authority to approve, approve with modifications, or deny the request, which will be included in Ordinance Z-3-23. Should the City Council vote to approve the requests, staff and the PZB recommend the following conditions:

Conditions of Approval:

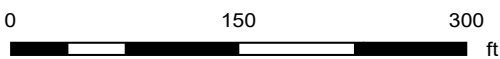
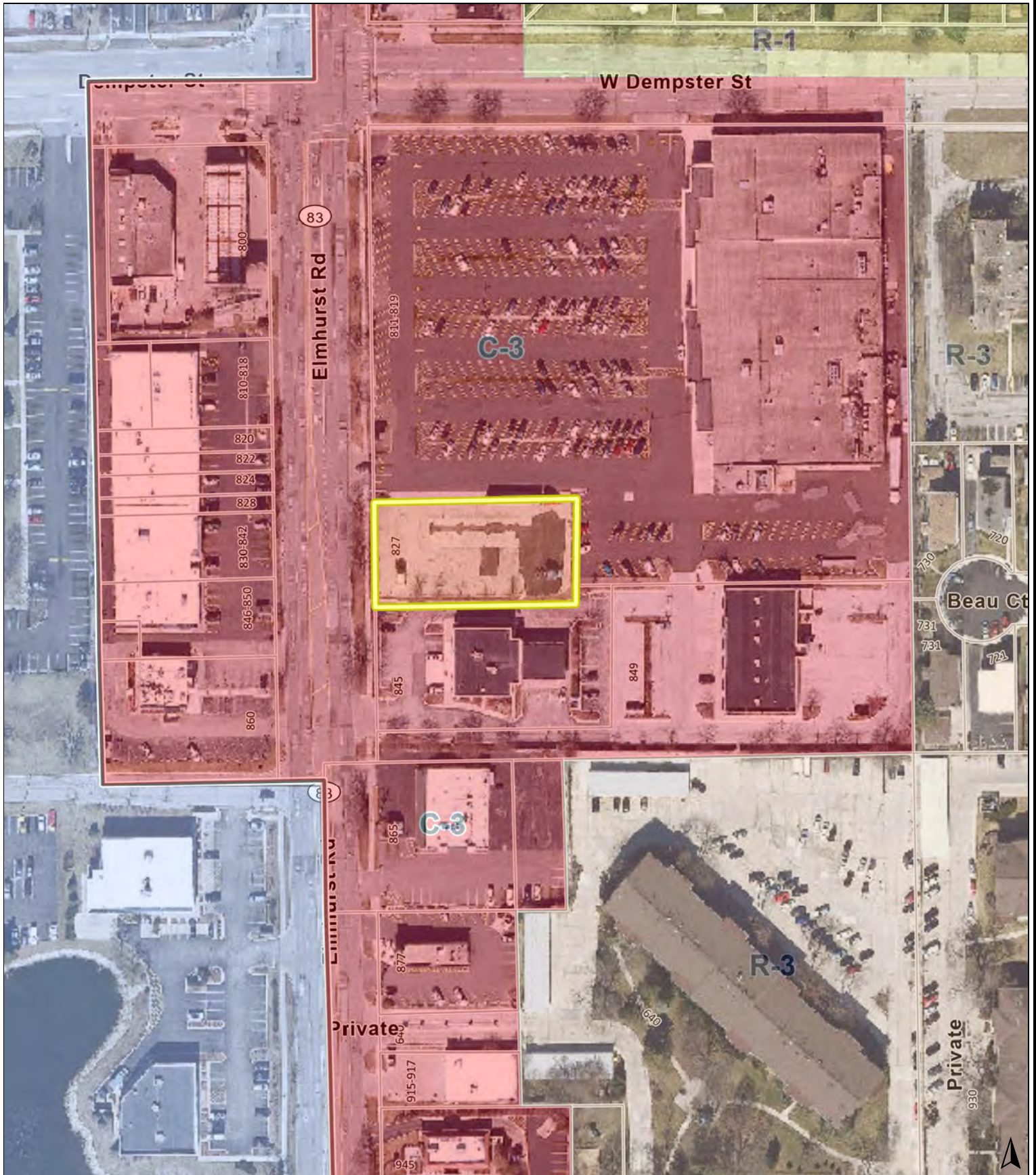
1. Vehicles related to the auto service repair business may not be stored or parked overnight on the surrounding streets.
2. No damaged or inoperable vehicles shall be parked or stored outside at any time.
3. A cross-access agreement between the Subject Property and the property commonly known as 811 Elmhurst (currently occupied by Jewel-Osco) must be provided at the time of building permit approval for the Proposed Development and maintained throughout the operation of the auto service repair business authorized pursuant to this Conditional Use Permit.
4. All submitted 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.

Attachments:

- Attachment 1: Location Map
- Attachment 2: Site and Context Photos
- Attachment 3: ALTA/ACSM Land Title Survey
- Attachment 4: Petitioner’s Responses to Standards for Conditional Uses
- Attachment 5: Public Comment Received January 5, 2023
- Attachment 6: PZB Chairman Szabo Memo to Mayor and City Council
- Attachment 7: Excerpt of Approved Minutes from the January 10, 2023 PZB Meeting

Ordinance Z-3-23

- Exhibit A: Project Narrative
- Exhibit B: Site Plan
- Exhibit C: Floor Plan
- Exhibit D: Front Elevation
- Exhibit E: Rear Elevation
- Exhibit F: Photometrics Plan
- Exhibit G: Landscape Plans
- Exhibit H: Unconditional Agreement and Consent



Print Date: 1/4/2023

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.



827 Elmhurst Rd – Public Notice



827 Elmhurst Rd – Looking Southeast at Existing Lot



827 Elmhurst Rd – Looking Southwest at Existing Lot



827 Elmhurst Rd – Looking West at Existing Lot

NOTES CORRESPONDING TO SCHEDULE B

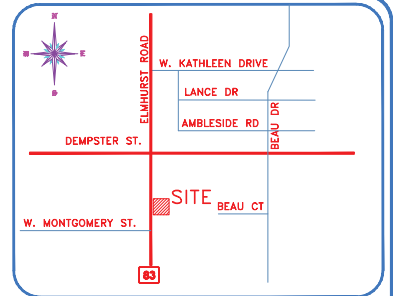
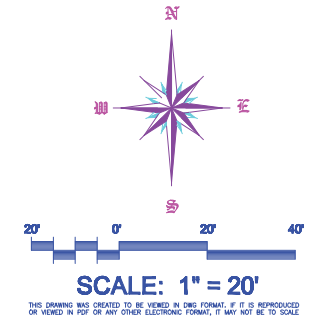
- AS PER COMMITMENT NO. 1401 008861057 D1, DATED JUNE 22, 2011.
- AGREEMENT MADE BY DES PLAINES-DEMPSTER PROPERTIES, INC., A CORPORATION OF DELAWARE, WITH JETCO PROPERTIES, INC., A CORPORATION OF DELAWARE, DATED OCTOBER 19, 1964 AND RECORDED OCTOBER 22, 1964 AS DOCUMENT 19281756 FOR A PARTY WALL TO BE CREATED ON EXISTING IMPROVEMENTS ON THE LAND. (DOES NOT AFFECT LOT 2)
 - EASEMENT IN FAVOR OF THE ILLINOIS BELL TELEPHONE COMPANY AND COMPANY, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED/FILED AS DOCUMENT NO. 19288573, AFFECTING THE EAST 1/2 OF DDT 1, AND OTHER PROPERTY NOT NOW IN QUESTION. (DOES NOT AFFECT LOT 2)
 - TERMS, PROVISIONS AND CONDITIONS OF THE AGREEMENT MADE BY AND BETWEEN THE CITY OF DES PLAINES AND DES PLAINES-DEMPSTER PROPERTIES, INC., RECORDED DECEMBER 2, 1983 AS DOCUMENT 26882542, RELATING TO THE REGULATION OF TRAFFIC. (AFFECTS LOT 2, BLANKET IN NATURE, NOTHING TO PLOT.)
 - 5 FOOT BUILDING LINE AS SHOWN ON THE PLAT OF VANDERCAR SUBDIVISION RECORDED AS DOCUMENT 0817016012, OVER THE EAST AND WEST LINE OF LOT 1 AND OVER A PORTION OF THE NORTH LINE OF LOT 1, AND OVER THE WEST LINE OF LOT 2. (AFFECTS LOT 2, SHOWN HEREON)
 - EASEMENT FOR PUBLIC UTILITY AND DRAINAGE AS SHOWN ON THE PLAT OF SUBDIVISION AFORESAID, AS FOLLOWS:
OVER THE EAST 5 FEET, THE SOUTH 5 FEET, THE SOUTH 5 FEET OF THE MOST NORTHERLY SOUTH LINE, AND OVER THE WEST 5 FEET OF THE MOST EASTERLY WEST LINE OF LOT 1,
THE NORTH, EAST AND SOUTH 5 FEET OF LOT 2. (AFFECTS LOT 2, SHOWN HEREON)
 - EASEMENT IN FAVOR OF SEC/AT&T, ILLINOIS BELL TELEPHONE CO. (AMERITECH), THE COMMONWEALTH EDISON COMPANY, NORTHERN ILLINOIS G&B COMPANY, COMCAST AND WIDE OPEN WEST, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE PLAT RECORDED/FILED AS DOCUMENT NO. 0817016012, AFFECTING THOSE PORTIONS OF THE LAND SHOWN WITHIN THE DOTTED LINES AND MARKED "PUBLIC UTILITY EASEMENT" "COMMON AREA OR AREAS". (AFFECTS LOTS 1 AND 2) (AFFECTS LOT 2, SHOWN HEREON)
 - NOTATION AS SHOWN ON THE PLAT OF SUBDIVISION, AFORESAID:
EACH OWNER, AS GRANTOR, HEREBY GRANTS TO THE OTHER OWNERS, A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS BY VEHICULAR AND PEDESTRIAN TRAFFICS AND VEHICULAR PARKING, SUBJECT TO CONDITIONS OF THE DECLARATION OF RESTRICTIONS AND EASEMENTS.
EACH OWNER, AS GRANTOR, HEREBY GRANTS TO THE OTHER OWNERS, A NON-EXCLUSIVE EASEMENT FOR PUBLIC OR PRIVATE UTILITIES OR UNDERGROUND FACILITIES, INCLUDING STORMWATER DETENTION, SUBJECT TO THE CONDITIONS OF THE DECLARATION OF RESTRICTIONS AND EASEMENTS. (AFFECTS SUBJECT PROPERTY, BLANKET IN NATURE, NOTHING TO PLOT.)
 - EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN THE DECLARATION OF RESTRICTIONS AND EASEMENTS EXECUTED BETWEEN ELMHURST AND DEMPSTER, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY AND JETCO PROPERTIES, INC., A DELAWARE CORPORATION, RECORDED JUNE 18, 2008 AS DOCUMENT 0817016013. (AFFECTS THE LAND AND OTHER PROPERTY) (AFFECTS SUBJECT PROPERTY, BLANKET IN NATURE, NOTHING TO PLOT)

LEGAL DESCRIPTION

LOTS 1 AND 2 IN VANDERCAR SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 18, 2008 AS DOCUMENT 0817016012, IN COOK COUNTY, ILLINOIS.

FOR THE PURPOSES OF THIS SURVEY ONLY LOT 2 WAS SURVEYED. LOT 1 IS OWNED BY THE SAME JEWEL/OSCO COMPANY. THE FUEL CENTER IS ONLY ON LOT 2.

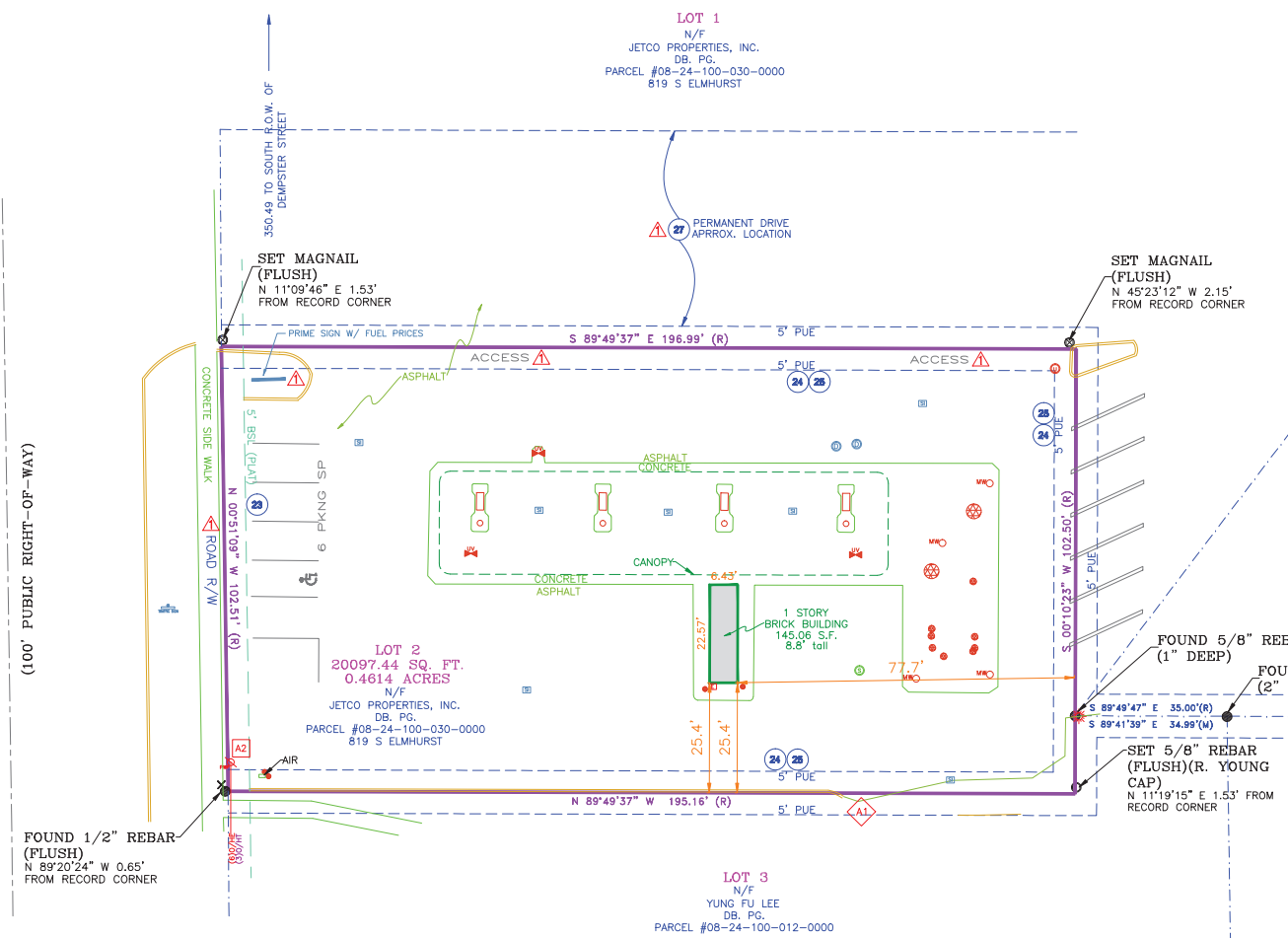
ALTA/ACSM LAND TITLE SURVEY



VICINITY MAP
NOT TO SCALE

STANDARD LEGEND

● MONUMENT FOUND	⊗ POWERPOLE	—SS— SALSSEWER LINE
■ MONUMENT SET	—GUY WIRE	⊗ SEWER MANHOLE
⊗ P.K. NAIL FOUND	⊗ LIGHT POLE	⊗ GREASE TRAP
⊗ P.K. NAIL SET	⊗ GROUND LIGHT	⊗ CLEAN OUT
⊗ MAG NAIL FOUND	⊗ STREET LIGHT POLE	—SD— STORM DRAIN LINE
⊗ MAG NAIL SET	⊗ AIR CONDITIONER	⊗ STORM INLET
⊗ FOUND X MARK	⊗ ELEC. TRANSFORMER	⊗ CURB INLET
⊗ SET X MARK	—E— BURIED ELECTRIC	⊗ PAY PHONE
▲ R.R. SPIKE FOUND	⊗ OVERHEAD ELECTRIC	⊗ TELEPHONE BOX
▲ R.R. SPIKE SET	⊗ ELECTRIC MANHOLE	⊗ TELEPHONE MANHOLE
⊕ BENCHMARK	⊗ ELECTRIC BOX	⊗ TELEPHONE POLE
⊗ CONC. R/W MARKER	⊗ ELECTRIC METER	⊗ TELEPHONE CONNECTION
(R) RECORD DATA	⊗ FIRE DEPARTMENT	⊗ OVERHEAD CABLE
(C) CALCULATED DATA	⊗ FIRE PROTECTION	⊗ OVERHEAD TELEPHONE
R/W RIGHT OF WAY	⊗ HOSE BIBB	⊗ UNDERGROUND TELEPHONE MARKER
⊗ BIL. BACK SET LINE	⊗ GAS VALVE	⊗ CABLE TELEVISION
⊗ RCP REINFORCED CONC PIPE	⊗ GAS METER	⊗ FIBER OPTIC CABLE
⊗ CMP CORRUGATED METAL PIPE	⊗ GAS MARKER	⊗ OVERHEAD CABLE
⊗ PFC PLASTIC PIPE	⊗ GAS MANHOLE	⊗ CABLE BOX
⊗ W/L METAL	⊗ GAS VALVE	⊗ UNDERGROUND CABLE MARKER
AGL ABOVE GROUND LEVEL	⊗ BORE HOLE	⊗ TELECOMMUNICATIONS
F.P. FOOTPRINT	⊗ ROLLAND	⊗ TELECOMMUNICATIONS
⊗ DECIDUOUS TREE	⊗ FUEL TANK LID	⊗ PEDESTAL
⊗ LANDSCAPING	⊗ FLAG POLE	⊗ TRAFFIC CABLE
⊗ CONIFER	⊗ UNKNOWN MANHOLE	⊗ TRAFFIC SIGNAL
⊗ SQUARE METAL LID	⊗ FROZEN MANHOLE	⊗ TRAFFIC MANHOLE
⊗ FUEL TANK LID	⊗ FENCE	⊗ TRAFFIC SIGNAL BOX
⊗ BORE HOLE		⊗ SIGN
⊗ MONITORING WELL		
⊗ MAIL BOX		
⊗ GUMM NAIL		



ALTA/ACSM LAND TITLE SURVEY

SURVEYOR'S CERTIFICATION
TO: CHICAGO TITLE INSURANCE COMPANY, BAKER & DANIELS LLP, MAC'S CONVENIENCE STORES LLC, RDK VENTURES LLC AND JETCO PROPERTIES, INC. THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(a)(b), 7(a)(b)(c), 8, 9, 10a, 11a, 13 & 14 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON SEPTEMBER 29, 2011
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.
FIELD SURVEY: Mike Ward, PLS

For inquiries, questions or concerns about this survey contact inquiries@usesurveyor.com or call 1-800-867-8783 ext. 200

U.S. SURVEYOR
4929 Riverwind Pointe Drive
Evansville, Indiana 47715
"America's Land Surveyor"
1-800-TO-SURVEY

PREPARED FOR:
BAKER & DANIELS

PROJECT LOCATION:
COOK COUNTY, STATE OF ILLINOIS
STORE #6846

PROJECT ADDRESS:
827 ELMHURST ROAD
DES PLAINES, IL 60016

PROJECT TYPE:
ALTA/ACSM LAND TITLE SURVEY

RODNEY K. YOUNG
2999 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS

RODNEY K. YOUNG, L.S.
ILLINOIS REGISTRATION NO. 2999
DATE OF CERTIFICATION 10/07/11
LICENSE EXPIRATION DATE 11/30/12

SHEET 1 OF 1

JOB NUMBER:
884062.DWG_RY

NOTE: THIS SURVEY SHALL NOT BE USED WITH AN AFFIDAVIT OR LETTER OF ANY KIND FOR REUSE INCLUDING, BUT NOT LIMITED TO, FUTURE CLOSINGS, MORTGAGES, PLAT PLANS, CONSTRUCTION, LANDSCAPING, FENCING, ETC. IT IS A VIOLATION OF THE FEDERAL COPYRIGHT ACT, DIGITAL MILLENNIUM COPYRIGHT ACT TO COPY OR MODIFY AND REUSE THIS SURVEY BEYOND THE DATE AND SCOPE USE, OR BEYOND ITS ASSIGNED AND/OR INTENTED PURPOSES. NO PART OF THIS SURVEY OR ANY OTHER ENTITIES OR PERSONS FOR ANY PURPOSE BEYOND THE ORIGINAL DATE, SCOPE.

FLOOD DATA This property is in Zone _____ X _____ of the Flood Insurance Rate Map, Community Panel No. _____ 17031C. 0212J _____ which has an effective date of AUGUST 19, 2008 and IS NOT in a Special Flood Hazard Area. Field surveying was not performed to determine this zone. An elevation certificate may be needed to verify this determination or apply for an amendment from the Federal Emergency Management Agency.

GENERAL NOTES

- THIS PROPERTY HAS AN AREA OF 20,097.44 SQUARE FEET OR 0.4614 ACRES OF LAND.
- THIS PROPERTY IS DESIGNATED BY COOK COUNTY, IL AS TAX MAP ID #08-24-100-030-0000.
- THERE WAS NO VISIBLE EVIDENCE OF CEMETERIES FOUND AT THE TIME OF THIS SURVEY.
- THE PROPERTY HAS ACCESS VIA ELMHURST ROAD, WHICH IS A PUBLIC RIGHT-OF-WAY.
- INTERIOR ROADWAYS APPEAR TO BE PRIVATE, VARIABLE IN WIDTH AND UNNAMED.

IMPROVEMENT NOTES

THIS IS A LISTING OF OBSERVED IMPROVEMENTS THAT CROSS DEED LINES. STATEMENT OF OWNERSHIP OR POSSESSION IS NOT THE INTENT OF THIS LISTING.

- A1 ASPHALT CROSSES DEED LINE

SURVEYOR NOTES

THIS SURVEY IS SUBJECT TO ANY AND ALL ENFORCEABLE RESTRICTIVE COVENANTS. ITEMS LISTED BELOW MAY REPRESENT AN EASEMENT THAT WAS NOT SHOWN IN SCHEDULE B DOCUMENTS.

- A2 POWERPOLE REPRESENTS POSSIBLE ELECTRIC EASEMENT

SITE DATA

ZONING AND RESTRICTIONS SHOWN HEREON WERE OBTAINED BY A GENERAL REQUEST AS THE PUBLIC COUNTER OF THE LOCAL ZONING AUTHORITY. NO REPRESENTATION IS MADE FOR THE ACCURACY OR COMPLETENESS OF SAID THIRD PARTY INFORMATION. THIS FIRM IS NOT AN EXPERT IN THE INTERPRETATION OF COMPLEX ZONING ORDINANCES, COMPLIANCE IS BEYOND THE SCOPE OF THIS SURVEY. ANY USER OF SAID INFORMATION IS URGED TO CONTACT THE LOCAL AGENCY DIRECTLY.

1. ZONING—C-3 COMMERCIAL

SETBACKS—
-FRONT= 5 FOOT
-SIDE= 0
-REAR= 5 FOOT

HEIGHT RESTRICTIONS—NOT TO EXCEED 45'

PARKING PROVIDED—
-REGULAR= 5 SPACES
-HANDICAP= 1 SPACES
TOTAL SPACES PROVIDED= 6 SPACES

PARKING REQUIRED= 2 SPACES FOR EACH PUMP, PLUS 1 SPACE FOR EACH 200 SQ. FT. OF RETAIL SPACE.

RY, PE, PLS
DATE REVIEWED: _____

INT. —
RECORD CLOSURE 1:500,000+
MEASURED CLOSURE 1:500,000+
LEGAL DESCRIPTION REVIEWED BY:
INT. —
INT. —
CERTIFICATION IS ONLY TO THE PARTIES HEREIN NAMED.
THIS SURVEY IS NOT VALID FOR ANY FUTURE TRANSACTIONS OF THIS PROPERTY.

DATE OF ORIGINAL:	OCTOBER 7, 2011
REVISION:	CLIENT COMMENTS DATE: NOVEMBER 4, 2011
REVISION:	DATE: _____, 2011
REVISION:	DATE: _____, 2011

STANDARDS FOR CONDITIONAL USES

The Planning and Zoning Board and City Council review the particular facts and circumstances of each proposed Conditional Use in terms of the following standards. Keep in mind that in responding to the items below, you are demonstrating that the proposed use is appropriate for the site and will not have a negative impact on surrounding properties and the community. Please answer each item completely and thoroughly (two to three sentences each).

1. The proposed conditional use is in fact a conditional use established within the specific zoning district involved;

This property is located in the C-3, General Commercial zoning district. Pursuant to Section 12-7-3, the proposed “auto service repair” facility requires a conditional use permit.

2. The proposed conditional use is in accordance with the objectives of the city's comprehensive plan and this title;

The proposed Oil Change is in accordance with the objectives of the City's Comprehensive Plan by providing a business that enhances the welfare and serviceability of the community through ease of access to annual maintenance and safety checks on patrons vehicles. In addition, the Land Use Plan within the Comprehensive Plan recommends that the community stay within the existing land use framework and locate specific redevelopment opportunities to help realize its vision over the next ten years.

3. The proposed conditional use is designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity;

The proposed design, use and operation will be in harmony with all other elements of compatibility pertinent to the Conditional Use and this particular location. The building design, materials and colors are complementary to the surrounding area and neighboring structures.

4. The proposed conditional use is not hazardous or disturbing to existing neighboring uses;

The proposed Oil Change facility is a nationally recognized chain that does not pose a hazard to the safety or health of neighboring uses. Through the implementation of strict safety protocols such as rolling down service bay doors while in use and immediately storing used fluids in special containers, neighboring uses will not have worry about obnoxious noises or smells.

5. The proposed conditional use is to be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools; or the persons or agencies responsible for the establishment of the proposed conditional use shall provide adequately any such services;

The proposed Oil Change will not require any disproportionate facilities or services and will not place undue burdens upon existing developments in the area. The prior facility on this property was serviced by the same public facilities and had a greater burden on the systems than our proposed use.

6. The proposed conditional use does not create excessive additional requirements at public expense for public facilities and services and not be detrimental to the economic welfare of the community;

The proposed Oil Change will not create or cause excessive or additional requirements to the public facilities and services and will not be detrimental to the economic welfare of the community. The prior facility on this property was serviced by the same public facilities and had a greater burden on the systems than our proposed use. Additionally, this new business will help increase the economic welfare of the community by providing jobs and local tax proceed.

7. The proposed conditional use does not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors;

The proposed Oil Change and subsequent conditional use does not involve uses, activities, process or materials that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odor. Through the implementation of strict safety protocols such as rolling down service bay doors while in use and immediately storing used fluids in special containers, neighboring uses will not have worry about obnoxious noises or smells.

8. The proposed conditional use provides vehicular access to the property designed that does not create an interference with traffic on surrounding public thoroughfares;

The proposed access provided is similar to what was existing, which ultimately provides adequate and safe vehicular access without causing interference with surrounding thoroughfares and traffic. In addition, this access point will have stop signs in order to mitigate any potential conflicts on site within the shopping center.

9. The proposed conditional use does not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance; and

The proposed use is in harmony with all other elements of compatibility pertinent to the site and will not cause any undue destruction, loss or damage to the natural scenic features of the surrounding area. The building shape and size is similar to what was existing, but more importantly will be constructed using more sustainable elements and toned down colors that blend into the overall area more adequately.

10. The proposed conditional use complies with all additional regulations in this title specific to the conditional use requested

The proposed conditional use complies with all additional regulations in this title specific to the conditional use requested.

From: countryacres640650@gmail.com
To: [Jonathan Stytz](#)
Subject: Zoning Board Petition
Date: Thursday, January 5, 2023 10:44:10 AM
Attachments: [image005.png](#)

Country Acres Condominium Association, Inc.
Country Acres Condominium Homeowners Association, Inc.
640 Murray Lane Box CACHA
Des Plaines, Illinois 60016-5685

January 4, 2023

Telephone: 847-454-7686

Facsimile: 847-574-7414

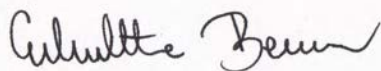
Email: countryacres640650@gmail.com

Dear Mr. Stytz,

Please accept this email communication from the Board of Directors of Country Acres Condominiums at 640 & 650 Murray Lane in relation to the Zoning Board Hearing for PIN: 08-24-100-031-000, Petitioner: Mitch Goltz. RDK Ventures LLC.

The property in question abuts the Country Acres Condominium property and the Board voices its opposition to the zoning variance as it would lower the value of the 138 owner's property. If there is any doubt in the Zoning Board member's minds about the unsightliness of an automobile service operation, then they should take a look at the automobile service operation at the corner of Elmhurst Road and Holiday Lane

Yours truly,



Elzbieta Bezen
President

From: [Amy Mate](#)
To: [Jonathan Stytz](#)
Subject: the Zoning Board Hearing for PIN: 08-24-100-031-000
Date: Thursday, January 5, 2023 11:18:21 AM

Mr. Stytz,

I unfortunately will be out of town when this meeting is being held but am hoping you will accept this email from me as my OBJECTION to the zoning for this location at 827 Elmhurst Road to be used for an auto repair shop.

Our neighborhood already has a glutton of auto shops within just a few blocks radius. This one will be right in my backyard as I reside at 640 Murray Lane. The last thing I want is to have to stare at broken down cars, tow trucks and and extra parts laying around from my window! Aside from the visual distaste, the noise and fumes will be disruptive to my life as I work from home.

Allowing this type of business to take up this space will undoubtedly also affect my property value in a negative way and is unacceptable.

I do hope you will take all of this and my earnest appeal into account as you are making decisions about this location.

Again - I OBJECT to having Petitioner: Mitch Goltz. RDK Ventures LLC. get a permit to open their auto shop at the 827 Elmhurst Road location at your Board Hearing for PIN: 08-24-100-031-000 being held on 1/10/2023.

Thank you for your consideration,
Amy Mate
640 Murray Lane



February 2, 2023

Mayor Goczkowski and Des Plaines City Council
CITY OF DES PLAINES

Subject: Planning and Zoning Board, 827 Elmhurst Road, Case #22-054-CU, 8th Ward

RE: Consideration of Conditional Use for an Auto Service Repair Use in the C-3 District

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board (PZB) held a public hearing on January 10, 2023 to consider a Conditional Use for an Auto Service Repair Use at 827 Elmhurst Road to allow the construction of a new oil change business on the current vacant commercial lot.

1. Petitioner Mitch Goltz, on behalf of GW Properties, introduced the proposed conditional use request, explaining that they are looking to redevelop the existing vacant commercial lot with a new oil change business, Strickland Oil. He described the Strickland Oil business model noting their specialization in 10-minute oil changes and sub-ground service space design allowing the customer to remain in the vehicle during the oil change service. Mr. Goltz touched on the recent mitigation that was done on the site, which was previously an auto fuel station, and the subject property's current conditions. He explained that the proposed construction will comply with all city codes and will not include the installation of any underground storage tanks. Mr. Goltz also mentioned that the proposed exterior lighting on the property will meet the City's performance standards so that light will not spill off the property line into neighboring properties. He noted that a monument sign is proposed along Elmhurst Road near the northwest corner of the subject property.
2. PZB members asked if there will be any tire repair services performed on site; if there will be any tow trucks on site; that if a customer's tire is defective, will there be tires available for purchase on site; if there is a reason for the petitioner to store tires on the site; who will own the subject property; and the anticipated business operations in relation to an auto service repair use down the street. Mr. Goltz responded that there will not be tire repair occurring on the site; that there will not be any tow trucks on site because this is not an auto repair shop; that there will not be tires available for purchase on site; that there will be no tire storage on site because there services are limited to oil changes and potentially vehicle emission testing depending on state law; that GW Properties owns the land, corporate owns the business, and there is an existing cross-access agreement with Jewel-Osco; and that the proposed Strickland Oil proposal is a whole different business than the auto service repair shop located down the street.
3. CED staff summarized the staff report with slides noting the building design review regulations and applicable zoning regulations for properties in the C-3 district. Staff explained the proposed conditions of approval for the request noting that the proposal is similar to other auto repair uses. Staff also discussed the cross-access easement agreement that is required from Jewel-Osco to allow access onto the subject property from Elmhurst Road.
4. No one from the public spoke on this request.

5. The PZB voted 5-0 to recommend approval of the conditional use for an auto service repair use with the conditions found in the staff report.

Respectfully submitted,

A handwritten signature in black ink that reads "Paul Saletnik". The signature is written in a cursive, flowing style.

Paul Saletnik,
Des Plaines Planning and Zoning Board, Acting Chairman

Cc: City Officials/Aldermen

Case 22-054-CU
Case 23-002-TA
Case 23-003-TA

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Applications

1. Address: 827 Elmhurst Road

Case Number: 22-054-CU

The petitioner is requesting a conditional use permit to operate an auto service repair use in the C-3 zoning district and any other variations, waivers, and zoning relief as may be necessary.

Petitioner: GW Properties (Representative: Mitch Goltz, 2211 N. Elston Avenue, Suite 400, Chicago, IL 60614)

Owner: RDK Ventures, LLC c/o Mac's Convenience Stores, LLC, P.O. Box 347, 4080 W. Jonathan Moore Pike, Columbus, IN 47201

Case Number: 22-054-CU

PIN: 08-24-100-031-0000

Ward: #8, Alderman Shamoon Ebrahimi

Existing Zoning: C-3 General Commercial District

Existing Land Use: Vacant Lot (previous auto fuel station)

Surrounding Zoning: North: C-3 General Commercial District
South: C-3 General Commercial District
East: C-3 General Commercial District
West: C-3 General Commercial District

Surrounding Land Use: North: Grocery Store (Commercial)
South: Bank (Commercial)
East: Grocery Store (Commercial) / Shopping Center (Commercial)
West: Shopping Center (Commercial)

Street Classification: Elmhurst Road is classified as another principal arterial road.

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

Zoning/Property History: Based on City records, the subject property was used as an auto filling station until 2019. Since then, the fuel station has been demolished and the property has been vacant.

Project Description: The petitioner has requested a Conditional Use Permit to allow the construction of a new automotive service repair use, Strickland Oil, at 827 Elmhurst Road. The subject 20,099-square-foot (0.46-acre) vacant property is in the C-3 General Commercial district. An oil change business falls underneath an auto service

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repair use, which requires a conditional use permit in the C-3 district.

The petitioner proposes to redevelop the subject property by building a new 1,700-square-foot, single-story building with surface parking area, dumpster enclosure, and freestanding monument sign. The proposed building consists of three service bays, lobby area, unisex restroom, and office/waste oil storage area. The subject property fronts Elmhurst Road but is accessed via a single access point through the Jewel-Osco parking lot at 811 Elmhurst Road. The proposal does not include any changes to the existing access point or the addition of new access points. The proposal includes the addition of both three-foot-wide foundation landscape areas around the north and south elevations of the building, and five-foot-wide parking lot landscaping areas around the perimeter of the parking area as required in Sections 12-10-8 and 12-10-10 of the Zoning Ordinance. New exterior lighting is also proposed for the new development as shown on the Photometric Plan. Section 12-12-10 restricts the amount of excess light that can bleed into surrounding properties based on the zoning of the properties surrounding the subject property. Since the subject property is surrounded by C-3-zoned properties, a maximum of 2.0 foot-candles is allowed. The attached Photometric Plan indicates that the maximum footcandles encroaching into surrounding properties will not exceed 1.2 in conformance with the applicable regulations.

Auto repair facilities are required to provide two parking spaces per service bay, plus one space for every 200 square feet of accessory retail. As a result, a total of seven off-street parking spaces, including a minimum of one mobility impaired accessible parking space, are required. The Site Plan illustrates a total of 14 parking spaces, including one mobility-impaired accessible space, which meets this standard. All proposed parking spaces, including the accessible space, are proposed to be nine-foot-wide by 18-foot-long in conformance with Section 12-9-6 of the Zoning Ordinance.

Strickland Oil proposes to operate from 8 a.m. to 7 p.m. Monday through Friday, 8 a.m. to 5 p.m. on Saturdays, and 10 a.m. to 5 p.m. on Sundays. Their services include stay-in-your-car oil changes, state inspections, tire rotations, air filter replacement, wiper blade replacement, and coolant and washer fluid refills. During normal operations, a total of 3-4 employees will be on site at a given time. Please see the attached Project Narrative for more information.

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Conditional Use Findings:

Conditional Use requests are subject to the standards set forth in Section 12-3-4.E of the Zoning Ordinance. Rationale for how the proposed amendments would satisfy the standards is provided below and in the petitioner’s response to standards. The PZB may use this rationale toward its recommendation, or the Board may adopt its own.

1. The proposed Conditional Use is in fact a Conditional Use established within the specific Zoning district involved:

Comment: Auto service repair is a Conditional Use, as specified in Section 12-7-3.K. of the Zoning Ordinance for properties in the C-3 General Commercial District.

PZB Additions or Modifications (if necessary): _____

2. The proposed Conditional Use is in accordance with the objectives of the City’s Comprehensive Plan:

Comment: The Comprehensive Plan illustrates this property as commercial. The Comprehensive Plan strives to foster growth and redevelopment of existing commercial corridors to retain new businesses in Des Plaines. The addition of a new commercial development meets this intent while also repurposing a vacant lot along a major commercial corridor in Des Plaines.

PZB Additions or Modifications (if necessary): _____

3. 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 repurpose the property with a new commercial development designed to be consistent with and complementary to the surrounding commercial uses in the area. The proposed improvements, including landscaping, will transform the vacant property into a new use that will benefit the site from both a functional and aesthetic standpoint.

PZB Additions or Modifications (if necessary): _____

4. The proposed Conditional Use is not hazardous or disturbing to existing neighboring uses:

Comment: The proposed automotive repair use will not be hazardous or distributing to neighboring uses because all operations will be conducted within this building. The proposed landscape screening and exterior lighting is designed to minimize the impact on surrounding properties. In addition, the new business will provide new services to Des Plaines’ residents.

PZB Additions or Modifications (if necessary): _____

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5. The proposed Conditional Use is to be served adequately by essential public facilities and services, such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools; or, agencies responsible for establishing the Conditional Use shall provide adequately any such services:

Comment: The subject property was adequately served by essential public facilities and services when the previous auto filling station was in operation. The proposed auto service repair use will also be adequately served by public facilities and services as the existing access point from Elmhurst Road via the Jewel-Osco parking lot will remain unchanged.

PZB Additions or Modifications (if necessary): _____

6. The proposed Conditional Use does not create excessive additional requirements at public expense for public facilities and services and will not be detrimental to the economic well-being of the entire community:

Comment: The proposed auto service repair facility will not create a burden on public facilities or be a detriment to the economic well-being of the community. When compared to the previous auto filling station, there is no anticipated increase in demand for public facilities as a result of the Conditional Use Permit for a new auto service repair use.

PZB Additions or Modifications (if necessary): _____

7. The proposed Conditional Use does not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke fumes, glare or odors:

Comment: The proposed auto service repair use is not anticipated to create additional traffic as compared to the previous auto filling station. None of the proposed activities occurring on site that will be detrimental to the public. Staff has notified the petitioner of the required mechanical systems that will need to be installed to reduce the production of traffic, noise, smoke fumes, glare, and odors generating from this use.

PZB Additions or Modifications (if necessary): _____

8. 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 auto service repair use will not create an interference with traffic on surrounding public thoroughfares. There will be no changes to the existing access point onto the property through the Jewel-Osco parking lot from Elmhurst Road that was utilized by the previous auto filling station.

PZB Additions or Modifications (if necessary): _____

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9. 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 auto service repair use would not cause the destruction, loss, or damage of any natural, scenic or historic features since the site was already developed for the use of an auto filling station. The petitioner will redevelop the site with a freestanding building and add landscaping and screening to improve the aesthetics of the property.

PZB Additions or Modifications (if necessary):

10. The proposed Conditional Use complies with all additional regulations in the Zoning Ordinance specific to the Conditional Use requested:

Comment: The proposed auto service repair 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.

PZB Additions or Modifications (if necessary):

PZB Procedure and Recommended Conditions: Under Section 12-3-4.D (Procedure for Review and Decision for Conditional Uses) of the Zoning Ordinance, the PZB has the authority to *recommend* that the City Council approve, approve subject to conditions, or deny the above-mentioned conditional use for an auto service repair use at 827 Elmhurst Road. City Council has final authority on the proposal.

Consideration of the request should be based on a review of the information presented by the applicant and the findings made above, as specified in Section 12-3-4.E (Standards for Conditional Uses) of the Zoning Ordinance. If the PZB recommends and City Council ultimately approves the request, staff recommends the following conditions.

Conditions of Approval:

1. Vehicles related to the business cannot be stored or parked overnight on the surrounding streets.
2. No damaged or inoperable vehicles shall be parked or stored outside at any time.
3. A cross-access agreement between the ownership of the subject property and the property at 811 Elmhurst (Jewel-Osco) will be provided at the time of building permit approval and maintained throughout the operation of the conditional use.
4. That all submitted 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.

Attachments:

Attachment 1: Location and Zoning Map

Attachment 2: Site and Context Photos

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Attachment 3: ALTA/ACSM Land Title Survey
Attachment 4: Petitioner's Standards for a Conditional Use
Attachment 5: Petitioner's Project Narrative
Attachment 6: Site Plan
Attachment 7: Elevations
Attachment 8: Floor Plan
Attachment 9: Photometric Plan
Attachment 10: Landscape Plan
Attachment 11: Public Comment Received January 5, 2023

Vice Chair Saletnik swore in Mitch Goltz -representative for GW Properties. Mr. Goltz explained the summary of requests which include a Conditional Use Permit to allow the construction of a new automotive service repair use, Strickland Oil, at 827 Elmhurst Road. The subject 20,099-square-foot (0.46-acre) is vacant property is in the C-3 General Commercial district. The site was previously environmentally remediated, with all underground storage tanks removed. All tanks will be above grade. All lighting will meet environmental performance standards in the zoning ordinance (no light will spill over the property line).

The applicant explained that this would be the first location in the Chicagoland area for Strickland Oil Company. The business performs sub-ground oil changes, allowing customers to remain in the vehicle during the oil change. The applicant went over the floor plan, landscape plan and elevation plan. The applicant provided photos during day and evening hours and the interior of another business location.

Vice Chair Saletnik asked if any tire repair is involved and what the duration of time each customer would be at the facility.

Mr. Goltz stated that they will only be providing oil changes and tire rotations. They will not be providing any other auto repairs. He stated that the average time is 10 minutes per vehicle.

Member Catalano asked if any auto services would require tow trucks or vehicles staying overnight.

Mr. Goltz stated that they will not have tow trucks or overnight vehicles.

Member Weaver asked if a tire is defective, will there be the option to purchase tires at this business.

Mr. Goltz stated no tires will be sold or stored on site, customers would need to go to a different business for tires.

John Carlisle, CED Director, reviewed the staff report. Mr. Carlisle explained the application for 827 Elmhurst Road. The property is an out lot of the Aldi, located in the C-3 district on a half-acre. All services for the business would be rendered inside the building. There are stacking spaces for three vehicles. There is also off-street parking on site. There are 14 spaces onsite. Mr. Carlisle when over the floor plans and building design.

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Four conditions of approval were proposed.
Member Weaver asked who would own the land?

Mr. Goltz stated that GW properties own the land and Strickland Oil Company would be the tenant.

Vice Chair Saletnik acknowledged some letters that were received in objection to the application. The letters referred to an auto repair facility that is a few blocks down the road and is in disrepair. Mr. Saletnik stated that they are not the same type of facility and does not see any justification in the objections.

A motion was made by Board Member Weaver, seconded by Board Member Catalano to allow a Conditional Use Permit to allow the construction of a new automotive service repair use, Strickland Oil, at 827 Elmhurst Road. The subject 20,099-square-foot (0.46-acre) vacant property is in the C-3 General Commercial district. An oil change business falls underneath an auto service repair use, which requires a conditional use permit in the C-3 district. With the following Conditions of Approval: 1. Vehicles related to the business cannot be stored or parked overnight on the surrounding streets. 2. No damaged or inoperable vehicles shall be parked or stored outside at any time. 3. A cross-access agreement between the ownership of the subject property and the property at 811 Elmhurst (Jewel-Osco) will be provided at the time of building permit approval and maintained throughout the operation of the conditional use. 4. That all submitted 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.

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

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

CITY OF DES PLAINES

ORDINANCE Z - 3 - 23

AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR AN AUTO SERVICE REPAIR USE AT 827 ELMHURST ROAD, DES PLAINES, ILLINOIS (Case #22-054-CU).

WHEREAS, GW Property Group, LLC ("**Petitioner**") is the contract purchaser of the property consisting 20,099 square feet and commonly known as 827 Elmhurst Road, Des Plaines, Illinois ("**Subject Property**"); and

WHEREAS, the Subject Property is located in the C-3 General Commercial District ("**C-3 District**") and is currently vacant and unimproved; and

WHEREAS, the Petitioner desires to construct a new 1,700-square-foot, one-story commercial building on the Subject Property to be used for the operation of an auto service repair use ("**Proposed Development**"); and

WHEREAS, the "Des Plaines Zoning Ordinance of 1998," as amended ("**Zoning Ordinance**"), is codified as Title 12 of the City Code of the City of Des Plaines ("**City Code**"); and

WHEREAS, pursuant to Section 12-3-7.K of the Zoning Ordinance, auto service repair uses are only permitted in the C-3 District pursuant to a conditional use permit approved by the City Council; and

WHEREAS, pursuant to Section 12-3-4 of the Zoning Ordinance, the Petitioner filed an application with the City for the approval of a conditional use permit for the operation of the auto service repair use on the Subject Property ("**Conditional Use Permit**"); and

WHEREAS, RDK Ventures, LLC, d/b/a Mac's Convenience Stores, LLC ("**Owner**"), is the owner of the Subject Property and has consented to the Petitioner's Conditional Use Permit application; and

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

WHEREAS, within 90 days after the date of the Petitioner's application, a public hearing to consider the Conditional Use Permit was heard by the PZB on January 10, 2023, pursuant to publication in the *Des Plaines Journal* on December 21, 2022; and

WHEREAS, notice of the public hearing was mailed to all property owners within 500 feet of the Subject Property; and

WHEREAS, during the public hearing the PZB heard testimony and received evidence with respect to how the Petitioner intended to satisfy and comply with the provisions of the Zoning Ordinance; and

WHEREAS, pursuant to Section 12-3-4 of the Zoning Ordinance, the PZB filed a written report with the City Council on February 2, 2023, summarizing the testimony and evidence received by the PZB and stating its recommendation, by a vote of 5-0, to approve the Conditional Use Permit subject to certain conditions; and

WHEREAS, the Petitioner made representations to the PZB with respect to the Conditional Use Permit which representations are hereby found by the City Council to be material and upon which the City Council relies in approving 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 February 8, 2023, and has determined that it is in the best interest of the City and the public to approve the Conditional Use Permit in accordance with the provisions of this Ordinance;

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

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

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

LOTS 1 AND 2 IN VANDERCAR SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 18, 2008 AS DOCUMENT 0817016012, IN COOK COUNTY, ILLINOIS.

PIN: 08-24-100-031-0000

COMMONLY KNOWN AS: 827 Elmhurst 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 hereby grants the Petitioner the Conditional Use Permit to allow the operation of the auto

service repair use in the C-3 District 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 approval granted in Section 3 of this Ordinance shall be, and is hereby, expressly subject to and contingent upon the following conditions, restrictions, limitations, and provisions of this Section 4:

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

B. Compliance with Plans. The development, use, and maintenance of the Subject Property shall be in strict compliance with the following plans, except for minor changes and site work approved by the Director of the Department, and changes to comply with the conditions set forth in Section 4.B of this Ordinance, in accordance with all applicable City codes, ordinances, and standards, including, without limitation, Sections 3.4-8, "Limitations on Conditional Uses," and 3.4-9, "Effect of Approval," of the Zoning Ordinance:

1. The Project Narrative, prepared by the Petitioner, consisting of one sheet, with a latest revision date of January 4, 2023, a copy of which is attached to and, by this reference, made a part of this Ordinance as ***Exhibit A***;

2. The Site Study, prepared by Design Studio 24, LLC, consisting of one sheet, and with a latest revision date of January 4, 2023, a copy of which is attached to and, by this reference, made a part of this Ordinance as ***Exhibit B***;

3. The Floor Plan, prepared by Oak Line Studio, consisting of one sheet, and with a latest revision date of January 3, 2023, a copy of which is attached to and, by this reference, made a part of this Ordinance as *Exhibit C*;

4. The Front Elevation, prepared by Oak Line Studio, consisting of one sheet, and with a latest revision date of January 3, 2023, a copy of which is attached to and, by this reference, made a part of this Ordinance as *Exhibit D*;

5. The Rear Elevation, prepared by Oak Line Studio, consisting of one sheet, and with a latest revision date of January 3, 2023, a copy of which is attached to and, by this reference, made a part of this Ordinance as *Exhibit E*;

6. The Photometrics Plan, prepared by WLS Lighting, consisting of one sheet, and dated November 4, 2022, a copy of which is attached to and, by this reference, made a part of this Ordinance as *Exhibit F*; and

7. The Landscape Plans, prepared by Planned Environment Associates, consisting of two sheets, and with a latest revision date of January 4, 2023, a copy of which is attached to and, by this reference, made a part of this Ordinance as *Exhibit G*.

C. Additional Conditions. The development, use, and maintenance of the Subject Property shall be subject to and contingent upon the following additional conditions:

1. Vehicles related to the auto service repair business may not be stored or parked overnight on the surrounding streets.

2. No damaged or inoperable vehicles shall be parked or stored outside at any time.

3. A cross-access agreement between the Subject Property and the property commonly known as at 811 Elmhurst (currently occupied by Jewel-Osco) must be provided at the

time of building permit approval for the Proposed Development and maintained throughout the operation of the auto service repair business authorized pursuant to this Conditional Use Permit.

4. All submitted 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.

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 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 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.

SECTION 6. BINDING EFFECT; NON-TRANSFERABILITY. The privileges, obligations, and provisions of each and every section and requirement of this Ordinance are for and shall inure solely to the benefit of Petitioner. Nothing in this Ordinance shall be deemed to allow the Petitioner to transfer any of the rights or interests granted herein to any other person or entity without the prior approval of the City Council by a duly adopted amendment to this Ordinance.

SECTION 7. SEVERABILITY. If any paragraph, section, clause or provision of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

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

- A. its passage, approval and publication in pamphlet form as provided by law;
- B. the filing with the City Clerk by the Petitioner and Owner, not less than 60 days after the passage and approval of this Ordinance, of an unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance. Said unconditional agreement and consent shall be in substantially the form attached to, and by this reference made a part of, this Ordinance as *Exhibit H*; 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.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 9. SEVERABILITY. If any paragraph, section, clause or provision of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

PASSED this _____ day of _____, 2023.

APPROVED this _____ day of _____, 2023.

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

After being turned down for a management-track position when working as an oil change technician, Strickland opted to start his own lube shop, Strickland Brothers 10 Minute Oil Change, in 2016. Unable to secure traditional funding at first, Strickland used a \$35,000 HELOC loan from his grandfather to open his first shop. By combining a streamlined business model with an obsessive focus on the customer experience, Strickland Brothers has experienced tremendous growth with over 125 locations now open across the country.

Strickland Brothers provides a unique customer experience by offering essential maintenance services without the high-pressure sales tactics that are standard within the automotive industry. Strickland Brothers is a one-stop-shop for fast and friendly oil changes and other preventative maintenance services including tire rotations, air filters, wiper blades, state inspections, coolant and washer fluids.

Our mission at Strickland Brother's 10 Minute Oil Change is to **exceed the expectations of every customer** by setting and meeting service standards that are innovative and centered around the highest level of service, **every time**.

Services provided on site:

- Stay in your car oil changes
- State inspections
- Tire rotations
- Air filters
- Wiper blades
- Coolant and washer fluids

Number of Employees

- 3-4 employees will be on site at any given time

Hours of Operation:

Monday – Friday: 8:00 am – 7:00 pm

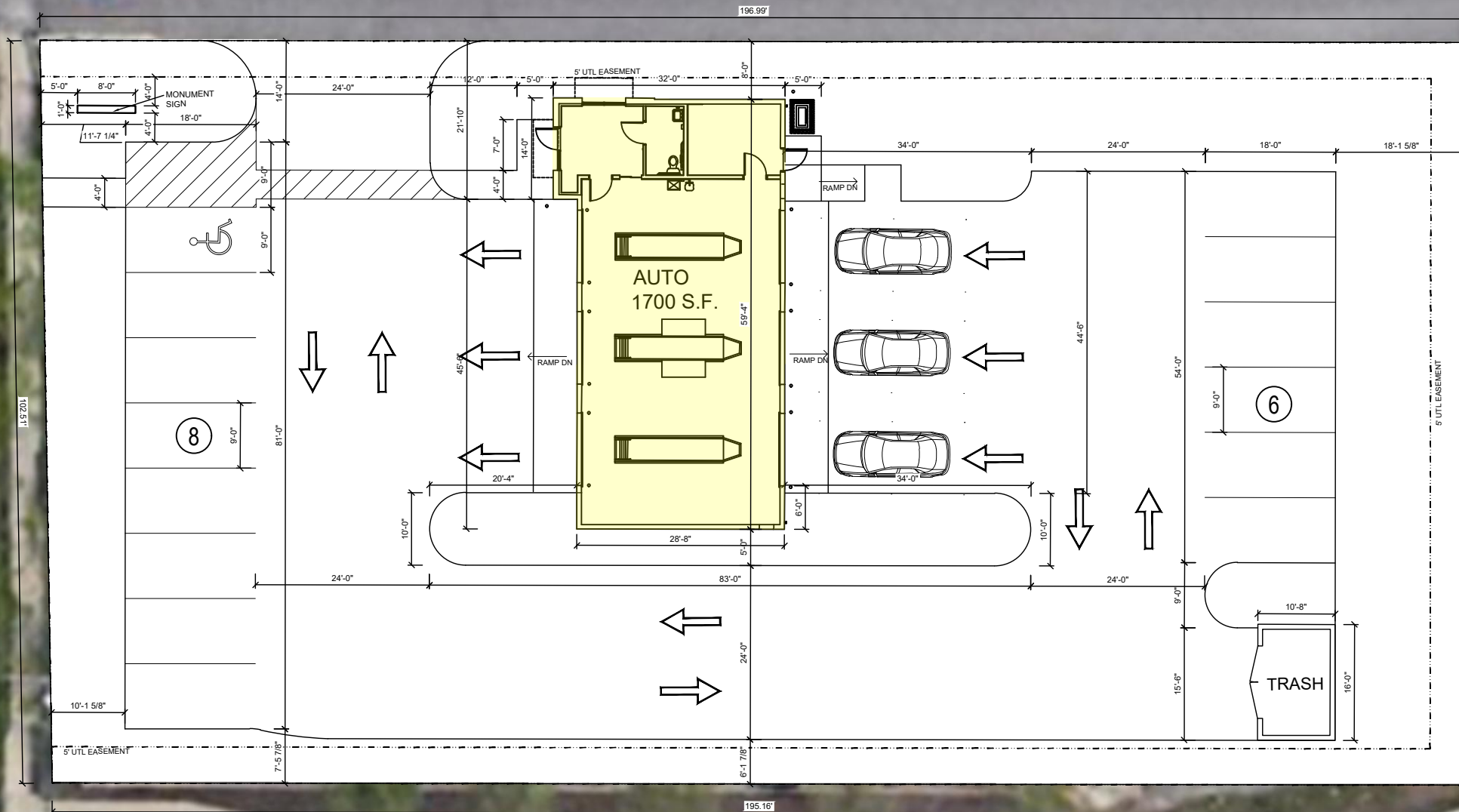
Saturday: 8:00 am – 5:00 pm

Sunday: 10:00 am – 5:00 pm

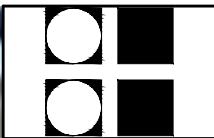
Parking Breakdown:

Minimal parking. 3-5 spaces in rear of site for employees. Customers stay in their vehicles as model is centered around drive thru services. Customers spend an average of 10 minutes in the bays.

ELMHURST ROAD



SITE STUDY
PARKING: 13 + (1 H.C.) = 14
 SCALE: 1"=20', APPROX. TOTAL 20,095 S.F.



SITE STUDY - AUTOMOTIVE
GW PROPERTIES
827 ELMHURST RD
DES PLAINES, IL 60016
 DESIGN STUDIO 24 LLC
 ARCHITECTS - INTERIORS - PLANNERS
 2211 N. Elston Ave. Chicago, IL 60614 Tel.: 847.885.7751 Fax: 847.885.9300

NOT PUBLISHED - ALL RIGHTS AND COPYRIGHTS RESERVED. DESIGN STUDIO 24 LLC EXPRESSLY DISCLAIMS ANY RESPONSIBILITY ARISING FROM ANY UNAUTHORIZED USE OF THE DRAWINGS AND NOTES. ANY AUTHORIZATION MUST BE IN WRITING.

CAUTION: Contractor to verify all existing conditions, dimensions, etc. PRIOR to bid and construction. Contractor to notify owner and architect of any discrepancies. No piece of ignorance to existing conditions found to be different from drawings will be accepted.

CAUTION: This drawing may have been reproduced at a size different than originally drawn. The owner and architect assume no responsibility for the use of incorrect scale. Drawings are NOT to be scaled. Not published. All rights reserved. Notify architect of any discrepancies.

STATEMENT OF COMPLIANCE
 I have prepared, or caused to be prepared under my supervision, the attached plans and specifications and state that, to the best of my knowledge and belief and to the extent of my contractual obligation, they are in compliance with the Codes and Ordinances of DES PLAINES, ILLINOIS

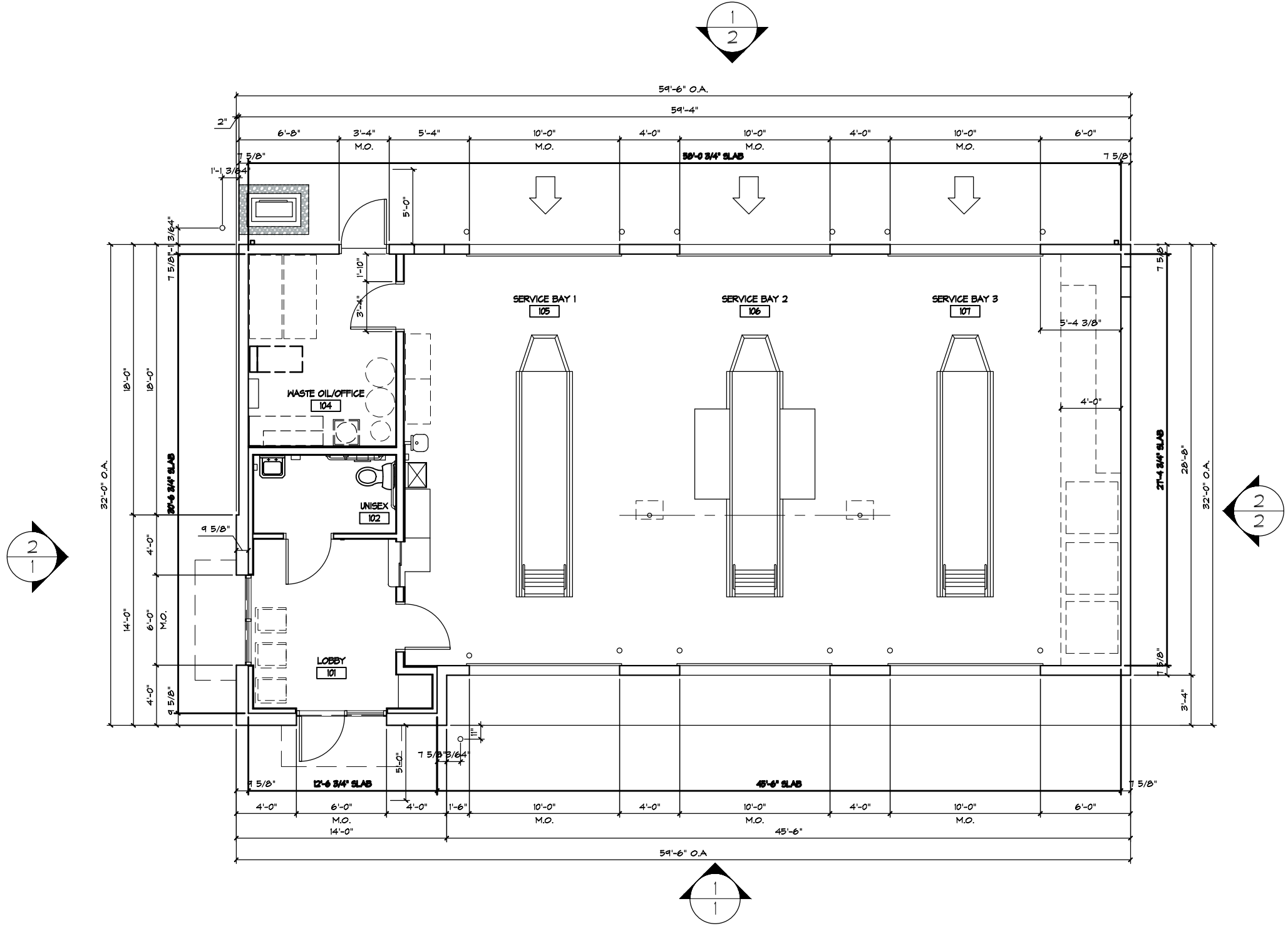
STATEMENT OF COMPLIANCE
 I have prepared, or caused to be prepared under my supervision, the attached plans and specifications and state that, to the best of my knowledge and belief and to the extent of my contractual obligation, they are in compliance with the Environmental Barriers Act (I Rev Stat 1985, ch 111 1/2, pars 3711 as amended) and the Illinois Accessibility Code, 11 s. Adm. Code 400.

LAST UPDATED	REVISIONS
01.04.23	

SCALE AS SHOWN
 DRAWN BY: MITESH PATEL

MARK T. DiGANCI
 REG. ARCHITECT

ST-1



1 FLOOR PLAN
SCALE: 3/32" = 1'-0"

**STRICKLAND BROTHERS 10
MINUTE OIL CHANGE
COLOR ELEVATIONS
DES PLAINES, IL**



DATE: REVISED 1-3-23
PROJECT #: _____
DRAWN BY: VW
CADD FILE NAME: _____

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Sheet
3

EXTERIOR MATERIALS SCHEDULE AND IMAGES



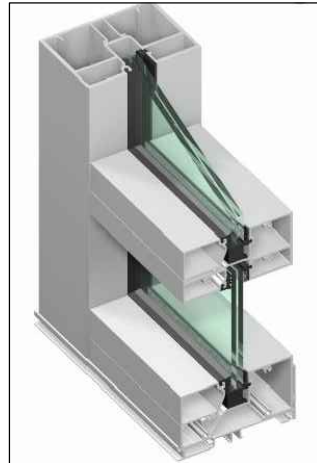
BLUE COLOR



CORRUGATED METAL ROOFING



LIGHT GRAY COLOR



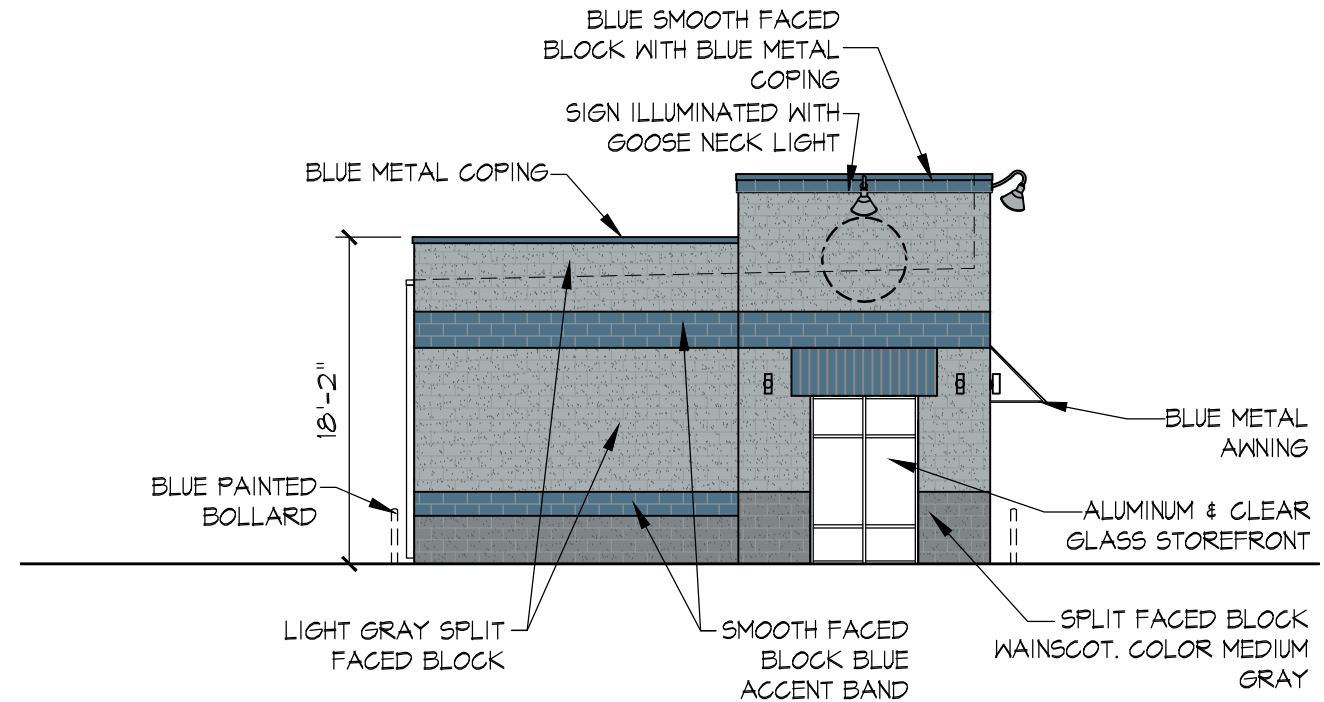
CLEAR ANODIZED ALUMINUM



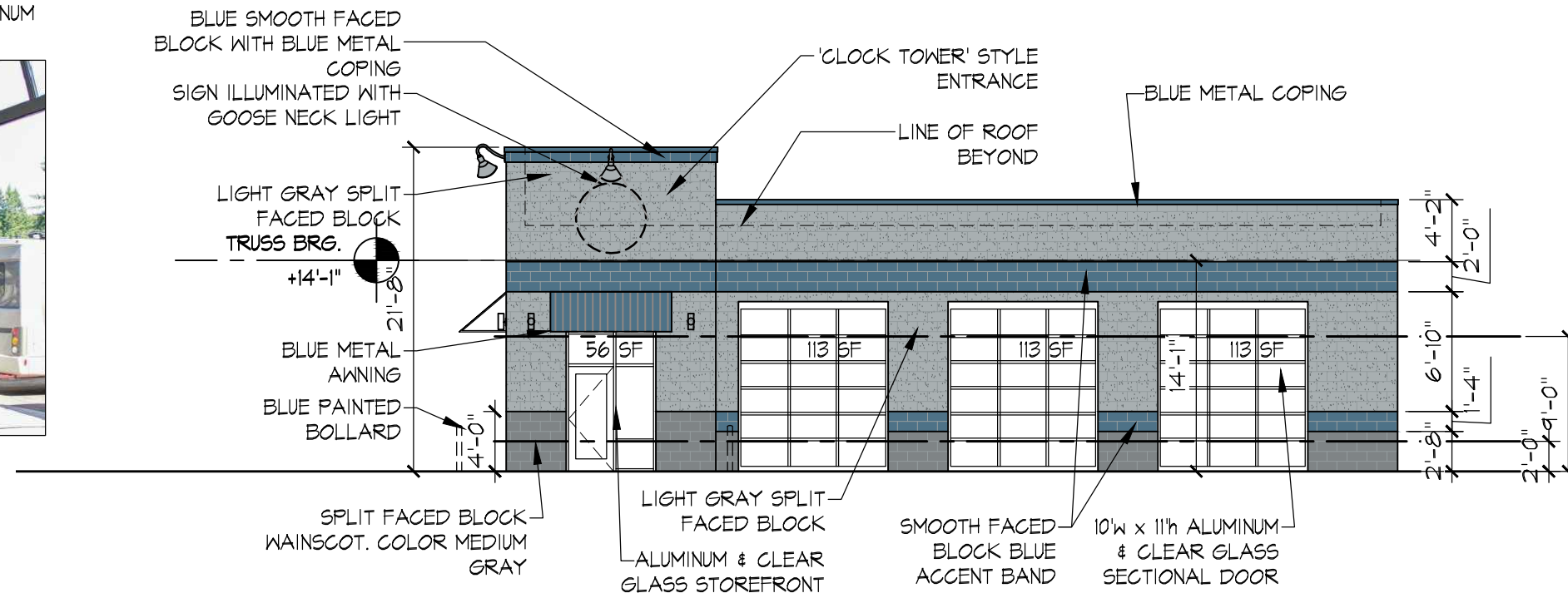
MEDIUM GRAY COLOR



SECTIONAL DOOR



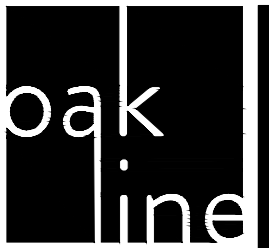
2 LEFT SIDE ELEVATION
SCALE: 3/32" = 1'-0"



56 SF

TRANSPARENCY CALCULATION:
 TOTAL AREA BETWEEN 2' AND 9' = 417 SF
 417 x .75 = 313 SF REQUIRED TRANSPARENCY
 = 395 SF PROVIDED TRANSPARENCY

1 FRONT ELEVATION
SCALE: 3/32" = 1'-0"



421 PENMAN STREET, SUITE 200
 CHARLOTTE, NC 28203
 704.373.1900
 OAKLINESTUDIO.COM

STRICKLAND BROTHERS 10
 MINUTE OIL CHANGE
 COLOR ELEVATIONS
 DES PLAINES, IL



DATE: REVISED 1-3-23

PROJECT #: _____

DRAWN BY: VW

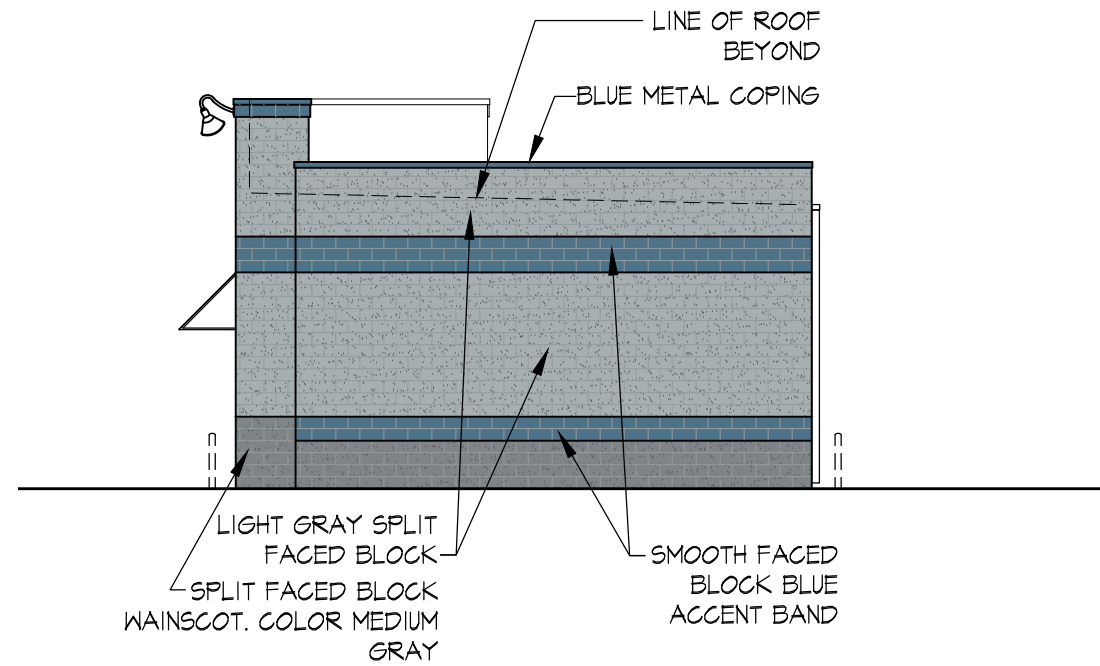
CADD FILE NAME: _____

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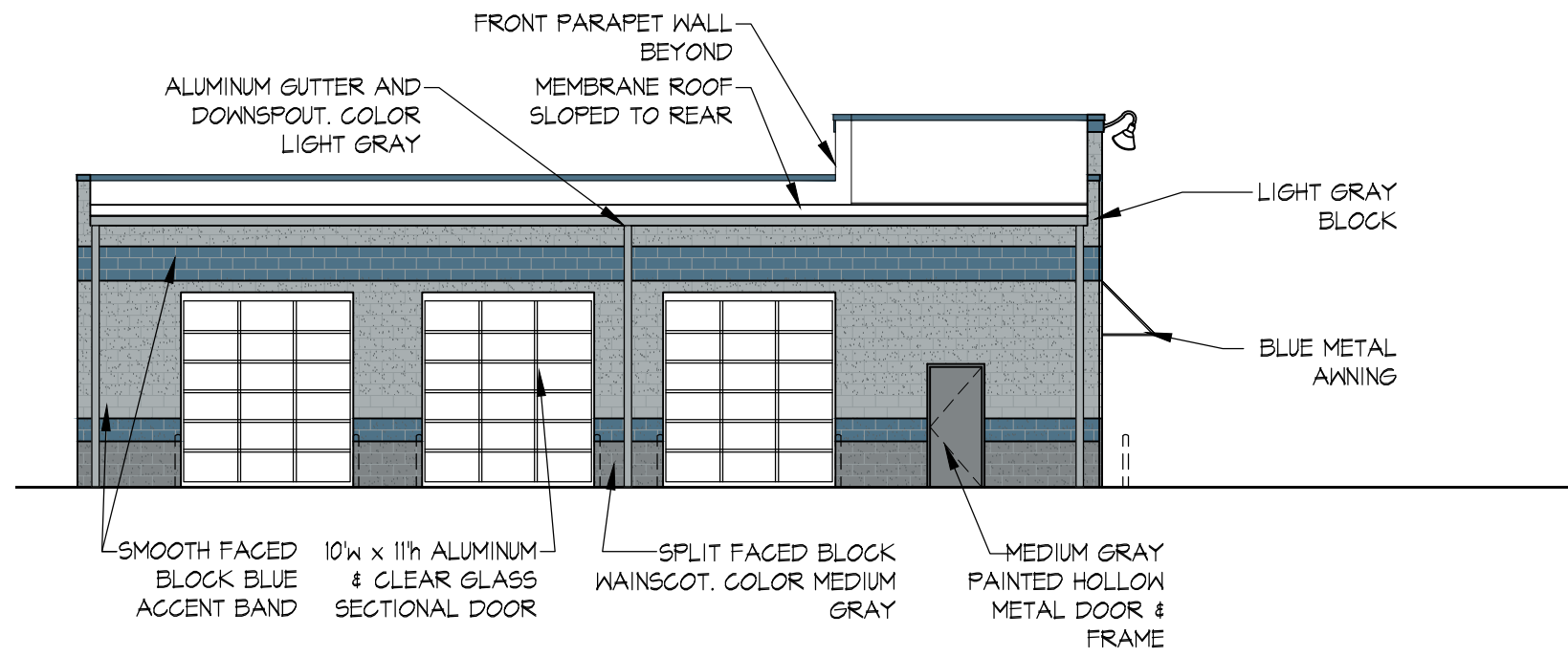
Sheet

1

EXTERIOR MATERIALS SCHEDULE AND IMAGES ON PAGE 3



2 RIGHT SIDE ELEVATION
SCALE: 3/32" = 1'-0"



1 REAR ELEVATION
SCALE: 3/32" = 1'-0"



421 PENMAN STREET, SUITE 200
CHARLOTTE, NC 28203
704.373.1900
OAKLINESTUDIO.COM

STRICKLAND BROTHERS 10
MINUTE OIL CHANGE
COLOR ELEVATIONS
DES PLAINES, IL



DATE: REVISED 1-3-23
PROJECT #: _____
DRAWN BY: VW
CADD FILE NAME: _____

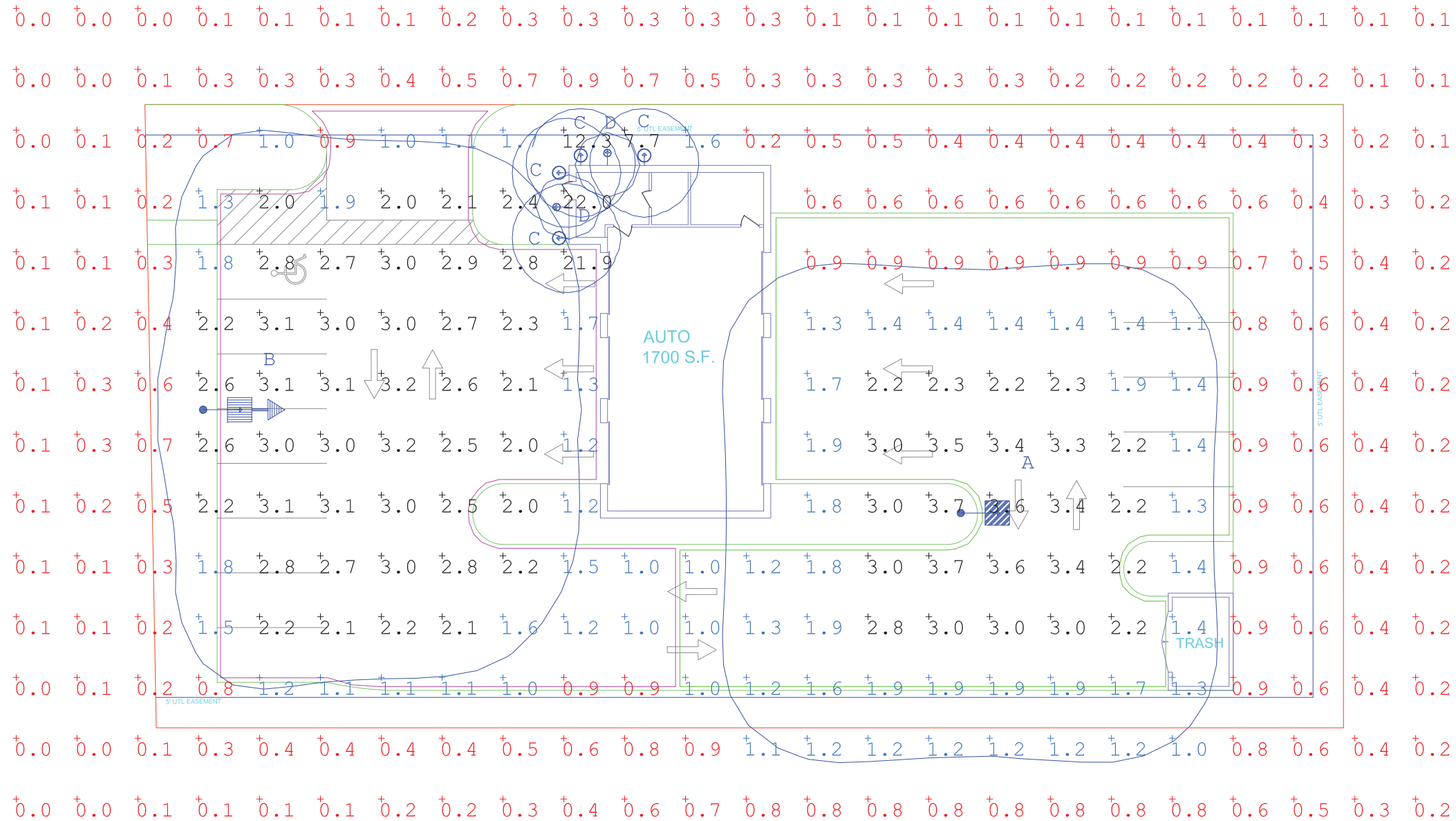
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Sheet
2

REVISIONS

REV #	DATE	BY:

ELMHURST ROAD



Label	Units	Avg	Max	Min	Avg/Min	Max/Min	PtSpcLr	PtSpcTb
FRONT	Fc	2.55	21.9	0.9	2.83	24.33	10	10
REAR	Fc	1.97	3.7	0.9	2.19	4.11		

Symbol	Qty	Label	Lum. Lumens	LLF	Description	Lum. Watts
	1	A	22900	0.980	WLS-A-L-B-22L-40K7-5Q-SLW 25' MOUNTING HEIGHT	132
	1	B	17000	0.980	WLS-A-L-B-22L-40K7-4M-BLSLF-SLW 25' MOUNTING HEIGHT	132
	4	C	2327	0.950	WLS-CL6-940-D25L-UN0-D72-SLW 10' MOUNTING HEIGHT	27.888
	2	D	1388	0.950	WLS-ADL-15L-40-GWT-SLW 21' MOUNTING HEIGHT	10.9

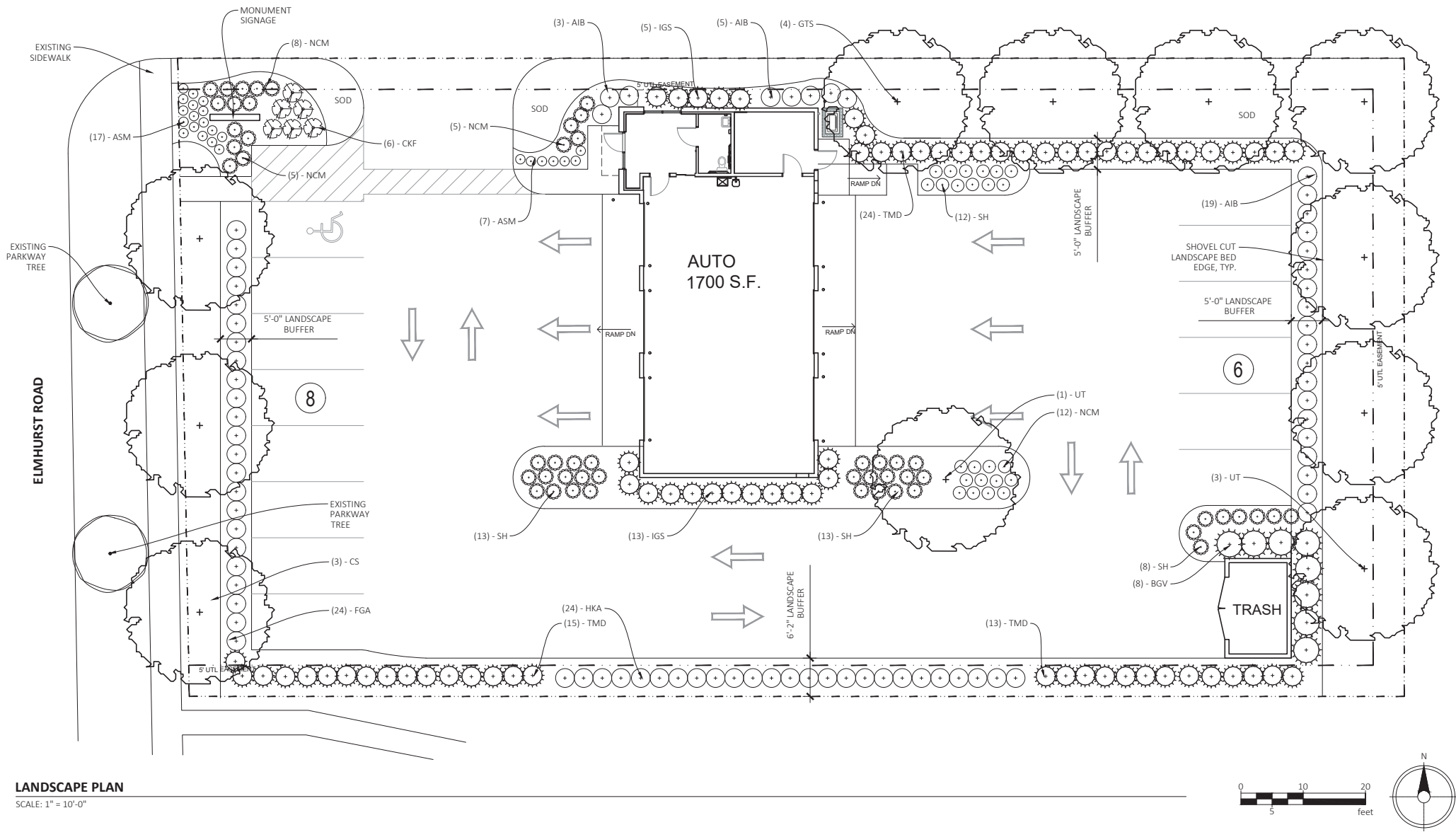
BASED ON THE INFORMATION PROVIDED, ALL DIMENSIONS AND LUMINAIRE LOCATIONS SHOWN REPRESENT RECOMMENDED POSITIONS. THE ENGINEER AND/OR ARCHITECT MUST DETERMINE APPLICABILITY OF THE LAYOUT TO EXISTING OR FUTURE FIELD CONDITIONS.
 THIS LIGHTING PATTERN REPRESENTS ILLUMINATION LEVELS CALCULATED FROM LABORATORY DATA TAKEN UNDER CONTROLLED CONDITIONS UTILIZING CURRENT INDUSTRY STANDARD LAMP RATINGS IN ACCORDANCE WITH ILLUMINATING ENGINEERING SOCIETY APPROVED METHODS. ACTUAL PERFORMANCE OF ANY MANUFACTURER'S LUMINAIRE MAY VARY DUE TO VARIATION IN ELECTRICAL VOLTAGE, TOLERANCE IN LAMPS AND OTHER VARIABLE FIELD CONDITIONS.

6820 CORPORATION PKWY
 FORT WORTH, TX 76126
 WWW.WLSLIGHTING.COM

WLS LIGHTING
 a WLS company

STRICKLAND BROTHERS OIL CHANGE
 DES PLAINES, IL

G:\Shared drives\Projects\GW Properties\Des Plaines - 827 Elmhurst\cad\GW_Des Plaines 827 Elmhurst_LA.dwg



LANDSCAPE PLAN
SCALE: 1" = 10'-0"



LANDSCAPE ORDINANCE REVIEW: DES PLAINES, ILLINOIS			
SPECIFIC ORDINANCE	CODE REQUIRES	CALCULATION	COMPLIANCE
12-10-8: PARKING LOT LANDSCAPING	INTERIOR PARKING LOT LANDSCAPING: NOT LESS THAN FIVE PERCENT OF THE INTERIOR OF PARKING LOT SHALL BE DEVOTED TO LANDSCAPING. LANDSCAPED AREAS ALONG THE PERIMETER OF THE PARKING LOT BEYOND THE CURB OF EDGE OF PAVEMENT SHALL NOT BE COUNTED TOWARD THE SATISFACTION OF THIS REQUIREMENT.	INTERIOR OF PARKING LOT = 10,380 SF * 5% = 519 SF REQUIRED	650 SF PROVIDED.
	PERIMETER PARKING LOT LANDSCAPING - SHADE TREES: ONE SHADE TREE FOR EVERY 40 OF PERIMETER LANDSCAPE AREA LENGTH. TREES MAY BE CLUSTERED.	TOTAL PERIMETER LANDSCAPE AREA LENGTH = 450 LF. / 40 = 11 TREES REQUIRED	11 TREES PROVIDED
	PERIMETER PARKING LOT LANDSCAPING - SHRUBS: ONE SHRUB, MEASURING A MINIMUM OF 18 INCHES AT PLANTING AND NOT TO EXCEED FOUR FEET AT MATURITY, FOR EVERY THREE FEET OF PERIMETER LANDSCAPE AREA LENGTH, CLUSTERED OR SPACED LINEARLY. THE LANDSCAPE TREATMENT SHALL RUN 75 PERCENT OF THE YARD WHEN ABUTTING A NON-RESIDENTIAL USE.	TOTAL PERIMETER LANDSCAPE AREA LENGTH = 450 LF. * 75% = 338 LF/3 = 112 SHRUBS REQUIRED	127 PERIMETER SHRUBS PROVIDED
12-10-10: FOUNDATION PLANTING	CORNER LOTS: ALL CORNER LOTS SHALL BE IMPROVED WITH A MINIMUM LANDSCAPE AREA AROUND 35% OF THE FOUNDATION OF THE PRINCIPLE AND ACCESSORY STRUCTURES WITH EMPHASIS ON STREET FACING ELEVATIONS AND SHALL PROJECT AT LEAST THREE (3) FEET FROM THE BUILDING.	N/A	FOUNDATION PLANTING HAS BEEN MAXIMIZED

PLANTING SCHEDULE					
KEY	QTY.	BOTANICAL NAME	COMMON NAME	SIZE	SPACING
DECIDUOUS TREES					
CS	3	CATALPA SPECIOSA	NORTHERN CATALPA	2.5" CAL.	PER PLAN
GTS	4	GLEDITSIA TRIACANTHOS 'SKYCOLE'	SKYLINE HONEYLOCUST	2.5" CAL.	PER PLAN
UT	4	ULMUS 'MORTON GLOSSY'	TRIUMPH ELM	2.5" CAL.	PER PLAN
DECIDUOUS SHRUBS					
AIB	27	ARONIA MELANOCARPA 'MORTON'	IROQUOIS BEAUTY CHOKEBERRY	#3 CONT.	36" O.C.
FGA	24	FOTHERGILLA GARDENII	DWARF FOTHERGILLA	#3 CONT.	36" O.C.
HKA	24	HYPERICUM KALMIANUM	KALM'S ST. JOHNSWORT	#3 CONT.	36" O.C.
EVERGREEN SHRUBS					
BGV	8	BUXUS 'GREEN VELVET'	GREEN VELVET BOXWOOD	#3 CONT.	48" O.C.
IGS	18	ILEX GLABRA 'SHAMROCK'	SHAMROCK INKBERRY	#3 CONT.	36" O.C.
TMD	52	TAXUS X MEDIA 'DENSIFORMIS'	DENSE YEW	#3 CONT.	36" O.C.
PERENNIALS & GRASSES					
ASM	24	ALLIUM 'MILLENNIUM'	MILLENNIUM ALLIUM	#1 CONT.	18" O.C.
CKF	6	CALAMOGROSTIS X 'KARL FOERSTER'	KARL FOERSTER FEATHER REED GRASS	#3 CONT.	36" O.C.
NCM	30	NEPETA 'CATS MEOW'	CAT'S MEOW NEPETA	#1 CONT.	24" O.C.
SH	46	SPOROBOLUS HETEROLEPIS	PRAIRIE DROPS EED	#1 CONT.	24" O.C.

PROJECT NAME:
REDEVELOPMENT SITE
827 ELMHURST ROAD
DES PLAINES, IL 60018

OWNER NAME:
GW PROPERTIES
2211 N. ELSTON AVENUE, UNIT 304
CHICAGO, IL 60614

CONSULTANTS:

Planned Environment Associates
(219) 399-3333
www.plannedenv.com
P.O. BOX 2256
CHESTERON, IN 46304

SUBMITTAL & REVISIONS	
NO.	DESCRIPTION
1	11/07/22 INITIAL DESIGN
2	01/03/23 REVISED PLAN
3	01/04/23 SITE PLAN REVISION

STAMP:

Jon Ruble
187-001345
STATE OF ILLINOIS
EXP: 8/31/2023

TITLE:
LANDSCAPE PLAN

SHEET:
L101

DRAWN BY: JRR
CHECK BY: JJF
PROJECT #: 22-048

NOTES:
1. SEE SHEET L201 FOR LANDSCAPE NOTES & DETAILS.

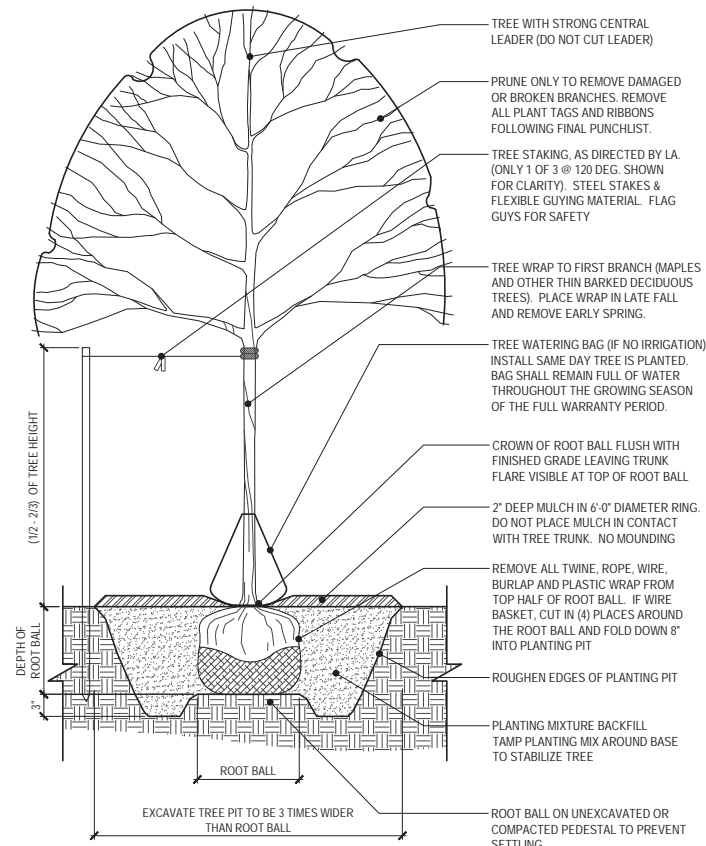


PLANTING NOTES:

- SEE SHEET L101 FOR LANDSCAPE ORDINANCE REVIEW DATA TABLE AND PLANT SCHEDULE.
- THE CONTRACTOR SHALL CONTACT 811 PRIOR TO WORK.
- IN CASE OF DISCREPANCIES BETWEEN THE PLAN AND THE PLANT LIST, THE GRAPHIC SYMBOLS SHOWN ON THE PLAN SHALL DICTATE.
- PLANT MATERIALS:
 - ALL PLANT MATERIALS SHALL MEET OR EXCEED THE AMERICAN STANDARDS FOR NURSERY STOCK, MOST CURRENT EDITION, AS SET FORTH BY AMERICAN ASSOCIATION OF NURSERYMEN.
 - PLANTS SHALL BE EQUAL TO OR EXCEED THE MEASUREMENTS SPECIFIED IN THE PLANT LIST.
 - PLANTS SHALL BE SOUND, HEALTHY, VIGOROUS AND FREE FROM INSECT PESTS, PLANT DISEASES, AND INJURIES.
 - TREES SHALL HAVE STRAIGHT TRUNK WITH LEADER INTACT, UNDEMANAGED AND UNLIT. BRANCHING MUST BE WELL DEVELOPED.
 - ALL PLANT MATERIAL AND SEED SHALL BE PROVIDED FROM A NURSERY (WITHIN 200 MILES) WITH A SIMILAR PLANT HARDINESS ZONE AS PROJECT LOCATION.
 - NO SUBSTITUTIONS OF PLANT MATERIALS WILL BE ALLOWED. IF PLANTS ARE NOT AVAILABLE, THE CONTRACTOR SHALL NOTIFY OWNER AND LANDSCAPE ARCHITECT PRIOR TO BID IN WRITING.
 - ALL PLANTS ARE SUBJECT TO INSPECTION AND APPROVAL. THE LANDSCAPE ARCHITECT AND OWNER RESERVE THE RIGHT TO SELECT AND TAG ALL PLANT MATERIAL AT THE NURSERY PRIOR TO PLANTING AND REJECT UNACCEPTABLE PLANT MATERIAL AT ANY TIME DURING THE PROGRESS OF THE PROJECT. CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT IN WRITING PRIOR TO BID DATE OF ANY PLANTS THEY FEEL MAY NOT SURVIVE IN LOCATIONS NOTED ON PLANS.
- IRRIGATION:
 - CONTRACTOR SHALL PROVIDE BID ALTERNATE FOR IRRIGATION PER THE IRRIGATION PERFORMANCE SPECIFICATIONS. IF BID ALTERNATE OF IRRIGATION SYSTEM IS NOT SELECTED BY OWNER, CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHMENT WATERING THROUGH TEMPORARY FACILITIES, WATERING BAGS, ETC., AS APPROVED BY OWNER FOR PLANT WARRANTY.
- TOPSOIL & PLANTING MIXTURES:
 - ENSURE THAT SOIL CONDITIONS AND COMPACTION ARE ADEQUATE TO ALLOW FOR PROPER DRAINAGE AROUND THE CONSTRUCTION SITE. UNDESIRABLE CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO BEGINNING OF WORK. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE PROPER SURFACE AND SUBSURFACE DRAINAGE IN ALL AREAS
 - SALVAGE TOPSOIL FROM THE EARTHWORK AREAS AS APPROPRIATE AND/OR AS DIRECTED BY LANDSCAPE ARCHITECT AND STOCKPILE FOR REUSE IN LOCATION APPROVED BY OWNER.
 - TOPSOIL SHALL BE MATERIALS CONSISTING OF FERTILE, FRIABLE, FINE SANDY LOAM, UNIFORM IN COMPOSITION AND FREE OF SUBSOIL, STONES, LUMPS, CLODS OF HARD EARTH, PLANTS, PLANT ROOTS, STICKS, NOXIOUS WEEDS, SLAG, CINDERS, DEMOLITION DEBRIS OR OTHER EXTRANEOUS MATTER OVER 1" IN LARGEST DIMENSION.
 - EXISTING TOPSOIL SHALL BE PREPARED BY THOROUGHLY MIXING IN COMPOST AT THE RATE OF 1/3 VOLUME OF SOIL REPLACED.
 - TOPSOIL SHALL BE TESTED AND AMENDED (AS SPECIFIED BY THE TESTING AGENCY) TO THE FOLLOWING:
 - ADJUST SOIL TO A pH OF 6.0 TO 6.5.
 - ORGANIC MATTER: 4% MIN, 10% MAX
 - AVAILABLE PHOSPHORUS: 25 PPM, MIN
 - EXCHANGEABLE POTASSIUM: 125 PPM, MIN
 - THE FOLLOWING FERTILIZERS SHALL BE USED AS FOLLOWS, OR ALTERNATIVES SUBMITTED BY CONTRACTOR TO OWNER AND LANDSCAPE ARCHITECT FOR APPROVAL:
 - TREES & SHRUBS = 14-4-6 BRIQUETTES @ 17g
 - LAWN = HIGH NITROGEN STARTER FERTILIZER
 - LAWN SEED & SOD AREAS SHALL RECEIVE A MINIMUM OF 4" DEPTH OF TOPSOIL.
 - PLANTING BEDS SHALL RECEIVE MINIMUM 6" DEPTH OF AMENDED TOPSOIL.
 - NATIVE LANDSCAPE SEEDING AREAS SHALL RECEIVE A MINIMUM 18" DEPTH OF TOPSOIL.
- MULCH MATERIALS:
 - ALL MULCH MATERIALS SHALL BE PROCESSED DOUBLE SHREDDED HARDWOOD BARK MULCH OF UNIFORM SIZE. NO UTILITY MULCH OR PROCESSED TREE TRIMMINGS WILL BE ALLOWED. SUBMIT SAMPLE TO ARCHITECT.
 - MULCH SHALL BE 2-INCH THICK MINIMUM COVERAGE IN ALL AREAS OF TREE PITS OR PLANTING BEDS, UNLESS OTHERWISE NOTED.
 - MULCH SHALL BE HELD 1" BELOW SURFACE ELEVATION OF DOWNHILL SIDE OF WALK, SLAB, CURB, LAWN, ETC.
- LANDSCAPE BED EDGING:
 - ALL LANDSCAPE BED EDGING SHALL BE SHOVEL-CUT SPADE EDGE BETWEEN LAWN AREAS UNLESS OTHERWISE NOTED.
- STORAGE & INSTALLATION:
 - CONFIRM LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO START OF CONSTRUCTION.
 - EXISTING TREES FOUND ON SITE SHALL BE PROTECTED AND SAVED UNLESS NOTED TO BE REMOVED OR ARE LOCATED IN AN AREA TO BE GRADED. NO VEHICLES OR EQUIPMENT ARE ALLOWED WITHIN THE DRIP LINE OF TREES TO BE PROTECTED. QUESTIONS REGARDING EXISTING PLANT MATERIAL SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO REMOVAL.
 - PRUNING AND REMOVAL OF BRANCHES ON EXISTING TREES SHALL BE DIRECTED IN THE FIELD BY OWNER OR LANDSCAPE ARCHITECT.
 - EQUIPMENT, PLANTS AND ALL OTHER MATERIALS TO BE STORED ON SITE WILL BE STORED OUTSIDE OF THE DRIPLINE OF TREES TO BE PROTECTED AND PLACED WHERE THEY WILL NOT CONFLICT W/ CONSTRUCTION OPERATIONS.
 - NEW PLANTING AREAS ARE TO BE TREATED WITH HERBICIDE (APPROVED BY STATE CHEMIST) TO KILL ALL EXISTING GROUND COVER. THERE SHALL BE A MINIMUM OF TWO (2) APPLICATIONS SEPARATED BY 10 DAYS. IF ALL EXISTING GROUND COVER VEGETATION IS NOT KILLED WITHIN 10 DAYS OF 2ND APPLICATION, A 3RD APPLICATION IS REQUIRED.
 - WHERE PROPOSED PLANTINGS ARE INDICATED IN EXISTING PAVING AREAS, CONTRACTOR SHALL EXCAVATE A MINIMUM OF 2'-0" BELOW PAVING SURFACE.
 - FINAL PLACEMENT OF PLANT MATERIALS, ETC., ARE SUBJECT TO APPROVAL BY OWNER AND LANDSCAPE ARCHITECT BEFORE PLANTING OPERATIONS ARE TO PROCEED. ALL TREE LOCATIONS SHALL BE MARKED WITH A WOOD STAKE OR FLAG INDICATING VARIETY AND SIZE OF TREE. ALL GROUND COVER AND PLANTING BED LINES SHALL BE MARKED W/ HIGHLY VISIBLE PAINT LINES W/ OCCASIONAL WOOD STAKES FOR REFERENCE. ALL STAKES SHALL BE REMOVED FOLLOWING PLANTING OPERATIONS. OWNER RESERVES THE RIGHT TO ADJUST PLANT LOCATIONS ON SITE.
 - ALL DISTURBED AREAS OUTSIDE THE LIMITS OF WORK SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION AT NO ADDITIONAL COST TO THE OWNER.
 - PRIOR TO FINAL PAYMENT, CONTRACTOR SHALL COORDINATE A FINAL INSPECTION WALK-THROUGH WITH OWNER AND LANDSCAPE ARCHITECT FOR OWNER ACCEPTANCE. THE LANDSCAPE ARCHITECT WILL PROVIDE A PUNCHLIST OF ANY DEFICIENCIES AND PROVIDE TO OWNER AND CONTRACTOR FOR REVIEW AND REMEDIATION.
- MAINTENANCE:
 - INCLUDE PRICING WITH THE BID FOR A 60-DAY MAINTENANCE PERIOD OF ALL LANDSCAPE PLANTINGS FOLLOWING COMPLETE INSTALLATION AND FINAL INSPECTION BY OWNER AND LANDSCAPE ARCHITECT. MAINTENANCE SHALL INCLUDE WATERING, WEEDING, CULTIVATING, MULCHING, MOWING, AND ALL OTHER NECESSARY OPERATIONS REQUIRED FOR PROPER ESTABLISHMENT OF LAWNS AND PLANTINGS.
- WARRANTY:
 - ALL LANDSCAPE PLANTINGS SHALL BE WARRANTED FOR A PERIOD OF ONE YEAR FOLLOWING 60-DAY MAINTENANCE PERIOD. AT THE END OF THIS PERIOD, PLANT MATERIAL TERMED DEAD OR UNSATISFACTORY (EXCEPT FOR DEFECTS RESULTING FROM ABUSE OR DAMAGE BY OTHERS, OR OTHER ACTS DETERMINED AS FORCE MAJEURE) BY OWNER AND LANDSCAPE ARCHITECT SHALL BE REPLACED AT NO ADDITIONAL CHARGE BY THE CONTRACTOR. THE REPLACEMENTS SHALL ALSO BE WARRANTED FOR 1 YEAR.

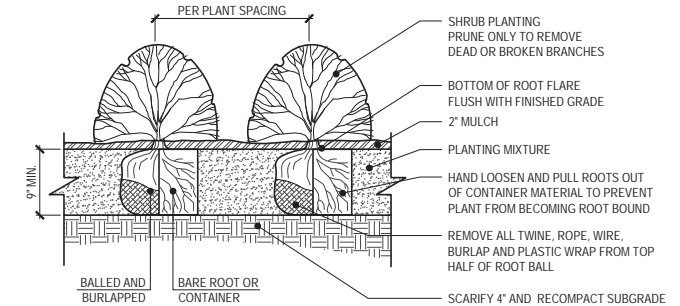
IRRIGATION NOTES:

- CONTRACTOR SHALL PROVIDE DESIGN/BUILD IRRIGATION SYSTEM PER THE IRRIGATION NOTES BELOW:
 - DESIGN GUIDELINES: CONTRACTOR TO VERIFY PRESSURE AND AVAILABLE WATER SERVICE SIZE
 - EMISSION (LAWNS): HUNTER I-40 SPRAY ROTARS (OR APPROVED EQUAL)
 - DRIP (BEDS): HUNTER HDL-CV (OR APPROVED EQUAL)
 - QUICK COUPLER: HUNTER QCV - 3RC
 - CONTROLLER: HUNTER HCC (OR APPROVED EQUAL)
 - SENSOR: HUNTER SOLAR-SYNC & HC FLOW METER (OR APPROVED EQUAL)
 - PIPING: PVC OR APPROVED EQUAL
 - INSECT REPELLENT: AUTOMATED PRO FEEDER SYSTEM WITH 5-GALLON STORAGE FOR NATURE SHIELD
- CONTRACTOR SHALL PROVIDE A QUALIFIED IRRIGATION DESIGNER OR IRRIGATION CONSULTANT TO DESIGN THE SYSTEM FOR EFFICIENT AND UNIFORM DISTRIBUTION OF WATER. "QUALIFIED" MEANS CERTIFIED BY ONE OF THE FOLLOWING AGENCIES BELOW:
 - CERTIFIED IRRIGATION CONTRACTOR (CIC)
 - CERTIFIED LANDSCAPE IRRIGATION AUDITOR (CLIA)
 - CERTIFIED LANDSCAPE IRRIGATION MANAGER (CLIM)
 - CERTIFIED IRRIGATION DESIGNER (CID)
 - CERTIFIED WATER CONSERVATION MANAGER-LANDSCAPE (CWCM)
- SYSTEM DESIGN:
 - THE SYSTEM SHALL BE COMPRISED OF EITHER:
 - DRIP/MICRO-IRRIGATION COMPONENTS THAT ALLOW FOR HIGHER DISTRIBUTION UNIFORMITY AND LOWER EVAPORATION AND RUNOFF.
 - THE DESIGN AND LAYOUT OF THE EMISSION DEVICES PROVIDES FOR ZERO OVERSPRAY ACROSS OR ONTO A STREET, PUBLIC DRIVEWAY OR SIDEWALK, PARKING AREA, BUILDING, FENCE OR ADJOINING PROPERTY. OVERSPRAY MAY OCCUR DURING THE OPERATION OF THE IRRIGATION SYSTEM DUE TO THE ACTUAL WIND CONDITION THAT DIFFER FROM THE DESIGN CRITERIA.
- SYSTEM CONTROLLER:
 - THE SYSTEM SHOULD USE A CONTROLLER THAT HAS MULTI-PROGRAM CAPABILITY WITH AT LEAST FOUR START TIMES (FOR MULTIPLE REPEAT SOAK CYCLES) AND RUN TIME ADJUSTMENT IN ONE MINUTE INCREMENTS. THE CONTROLLER PROGRAMMING (SCHEDULING) SHOULD BE MANAGED TO RESPOND TO THE CHANGING NEED FOR WATER IN THE LANDSCAPE.
- DESIGN FEATURES:
 - FOLLOW ALL ORDINANCES RELATING TO IRRIGATION SYSTEMS INCLUDING THE INSTALLATION OF BACKFLOW DEVICES.
 - INSTALL A MASTER VALVE TO STOP UNSCHEDULED FLOW OF IRRIGATION WATER
 - A DESIGN THAT RESULTS IN UNIFORM AND EFFICIENT COVERAGE. SPRINKLER HEAD SPACING SHOULD BE A MINIMUM OF "HEAD-TO-HEAD" (MINIMUM 50% OF DIAMETER) UNLESS THE COVERAGE IS DESIGNED FOR WIND DE-RATING. WIND DE-RATING SHOULD BE BASED ON AVERAGE NIGHTTIME WIND SPEED.
 - A MINIMUM OF "HEAD-TO-HEAD" (MINIMUM OF 50% OF DIAMETER) UNLESS THE COVERAGE IS DESIGNED FOR WIND DE-RATING. WIND DE-RATING SHOULD BE BASED ON AVERAGE NIGHTTIME WIND SPEED.
 - HAVE SEPARATE STATIONS/ZONES (HYDROZONES) FOR AREAS WITH DISSIMILAR WATER OR SCHEDULING REQUIREMENTS
 - PROVIDE SENSOR TO SUSPEND IRRIGATION DURING WET WEATHER CONDITIONS.
 - PROVIDE FLOW METER FOR MONITORING FLOW CONDITIONS AND SAVING WATER.
 - PROVIDE OWNER WITH WALKTHROUGH FOR SYSTEM OPERATIONS, PRIOR TO FINAL ACCEPTANCE. INCLUDE PROCEDURES FOR CONTROLLER PROGRAMMING, MAINTENANCE AND WINTERIZATION.



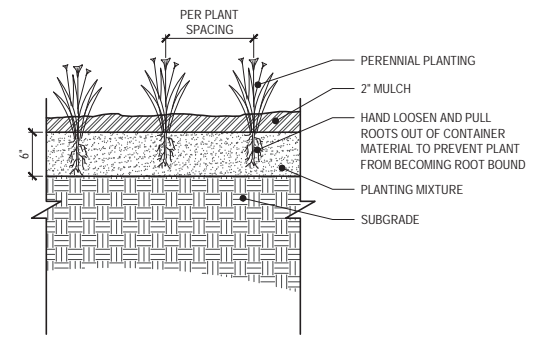
1 TREE PLANTING

SCALE: 1/2" = 1'-0"



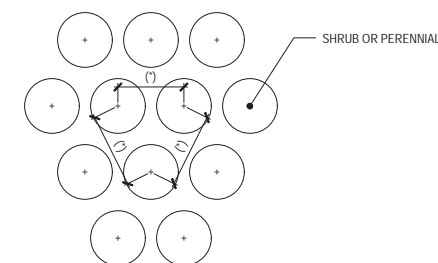
2 SHRUB PLANTING

SCALE: 1" = 1'-0"



3 PERENNIAL PLANTING

SCALE: 1" = 1'-0"



4 PLANT SPACING

NOT TO SCALE

PROJECT NAME:
REDEVELOPMENT SITE
827 ELMHURST ROAD
DES PLAINES, IL 60018

OWNER NAME:
GW PROPERTIES
2211 N. ELSTON AVENUE, UNIT 304
CHICAGO, IL 60614

CONSULTANTS:

planned
PLANNED ENVIRONMENT ASSOCIATES
(219) 399-3383
www.planned.com
P.O. BOX 2256
CHESTER, IN 46304

SUBMITTAL & REVISIONS	
1	11/07/22 INITIAL DESIGN
2	01/03/23 REVISED PLAN
3	01/04/23 SITE PLAN REVISION

STAMP:

 EXP: 8/31/2023

TITLE:
PLATING DETAILS & NOTES

SHEET:
L201

DRAWN BY: JRR
CHECK BY: JIF
PROJECT #: 22-048



EXHIBIT H

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, GW Property Group, LLC ("*Petitioner*") is the contract purchaser of the property known as 827 Elmhurst Road, Des Plaines, Illinois ("*Subject Property*"); and

WHEREAS, RDK Ventures, LLC, d/b/a Mac's Convenience Stores, LLC ("*Owner*"), is the owner of the Subject Property; and

WHEREAS, Ordinance No. Z-3-23 adopted by the City Council of the City of Des Plaines on _____, 2023 ("*Ordinance*"), grants approval of a conditional use permit to allow the operation of an auto services repair establishment on the Subject Property, subject to certain conditions; and

WHEREAS, Petitioner and Owner desire to evidence to the City their unconditional agreement and consent to accept and abide by each of the terms, conditions, and limitations set forth in said Ordinance, and its consent to recording the Ordinance and this Unconditional Agreement and Consent against the Subject Property;

NOW, THEREFORE, Petitioner and Owner do hereby agree and covenant as follows:

1. Petitioner and Owner hereby unconditionally agree to accept, consent to and abide by all of the terms, conditions, restrictions, and provisions of that certain Ordinance No. Z-3-23, adopted by the City Council on _____, 2023.
2. Petitioner and Owner acknowledge and agree that the City is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the City's review and approval of any plans for the Subject Property, or the issuance of any permits for the use and development of the Subject Property, and that the City's review and approval of any such plans and issuance of any such permits does not, and shall not, in any way, be deemed to insure Petitioner or Owner against damage or injury of any kind and at any time.
3. Petitioner and Owner acknowledge that the public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, have considered the possibility of the revocation provided for in the Ordinance, and agree not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the procedures required by Section 12-4-7 of the City's Zoning Ordinance are followed.
4. Petitioner agrees to and does hereby hold harmless and indemnify the City, the City's corporate authorities, and all City elected and appointed officials, officers,

employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with (a) the City's review and approval of any plans and issuance of any permits, (b) the procedures followed in connection with the adoption of the Ordinance, (c) the development, construction, maintenance, and use of the Subject Property, and (d) the performance by Petitioner of its obligations under this Unconditional Agreement and Consent.

GW PROPERTY GROUP, LLC

By:_____

SUBSCRIBED and **SWORN** to
before me this _____ day of
_____, 2023.

Notary Public

RDK VENTURES, LLC D/B/A MAC'S CONVENIENCE STORES, LLC

By:_____

SUBSCRIBED and **SWORN** to
before me this _____ day of
_____, 2023.

Notary Public



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: February 9, 2023

To: Michael G. Bartholomew, City Manager

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

Cc: Tim Oakley, Director of Public Works and Engineering
Jon Duddles, Assistant Director of Public Works and Engineering/City Engineer

Subject: Approve Vacation of Public Alley at 1900 Mannheim Road (5th Ward)

Issue: Jorge Escobedo, owner of property at 1900 Mannheim Road, has requested that the City vacate a public alley (right-of-way) so that in the future he will have the option to construct additional parking to serve a small shopping center that currently includes an ice cream shop, grocery market, and restaurant.

Analysis: The property, which is bounded by Mannheim on the east, Prospect Avenue on the north, and Chestnut Street on the west, encompasses 0.54 acres. The property consists of four parcels bisected by an unimproved 2,013-square-foot City alley. The single parcel located south of the alley currently contains a commercial building (shopping center) with a 19-space surface parking lot. The three smaller parcels north of the alley area are currently an unimproved, grassy area, but if the owner can acquire the alley, all of the land would be connected as one zoning lot and would enable future parking lot expansion. The existing alley does not contain any utility lines. An appraisal was performed by JMS Appraisal Group, Inc. and is attached. The appraisal assigns a market value of \$7,000.

City Council Action: Per City Code (Section 8-1-9: Vacation of Public Streets and Alleys), the City Council has the authority to approve vacations for compensation that is "...fair market value of the property acquired or ... the benefits which will accrue to them by reason of that vacation." The Council may approve attached Ordinance M-7-23 to approve the Plat of Vacation and to vacate the alley for \$7,000. Ordinance passage requires a 3/4 affirmative vote of the Council.

Attachments

Attachment 1: Aerial/Location Map
Attachment 2: Plat of Survey
Attachment 3: Site Photos
Attachment 4: Appraisal Report

Ordinance

M-7-23

Exhibits

Exhibit A: Plat of Vacation



0 100 200 ft

Print Date: 2/2/2023

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.

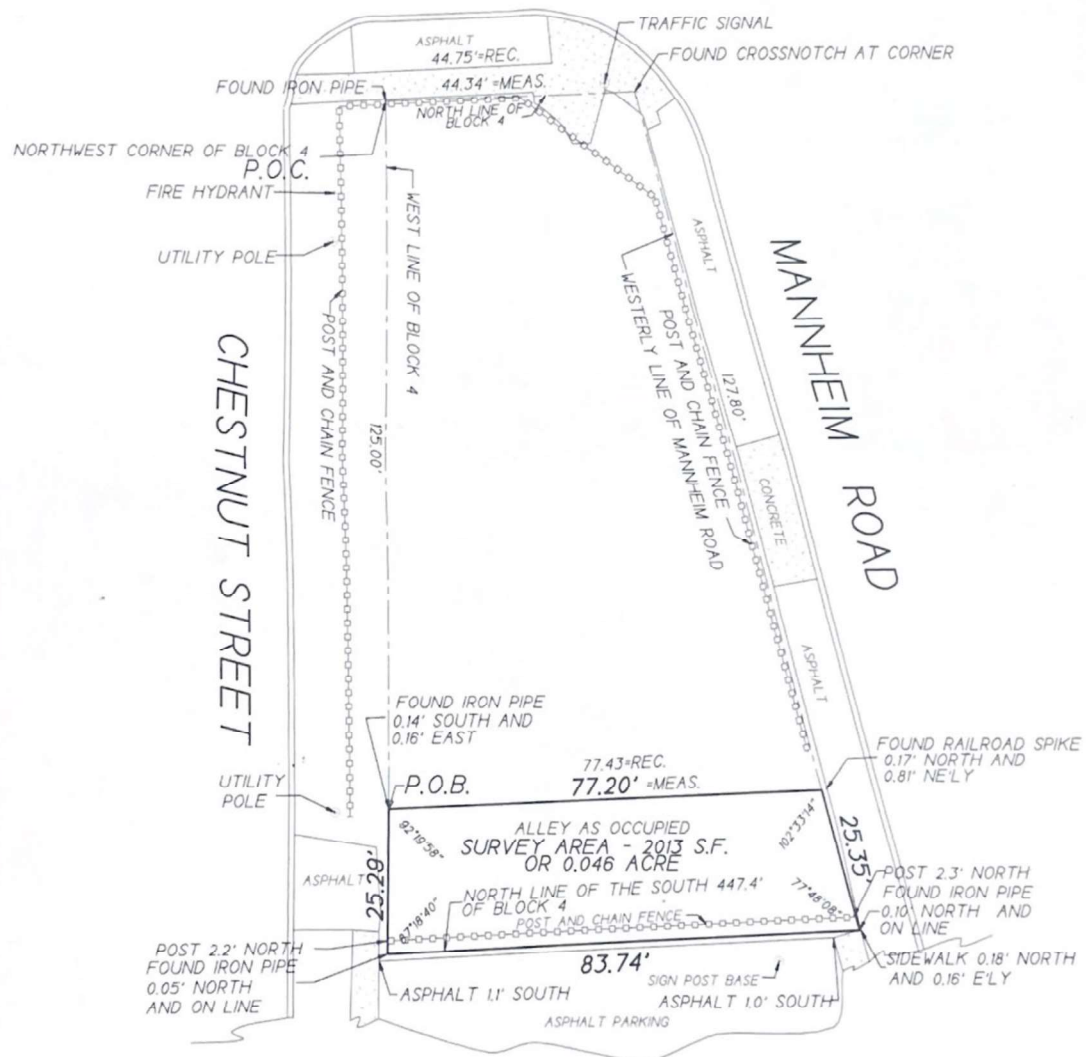
PLAT OF SURVEY

THAT PART OF BLOCK 4 IN WHIPPLES ADDITION TO RIVERVIEW, A SUBDIVISION OF THE WEST HALF (1/2) OF THE SOUTHEAST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF BLOCK 4 IN SAID WHIPPLES ADDITION; THENCE SOUTH ON THE WEST LINE OF BLOCK 4, 125 FEET TO THE POINT OF BEGINNING; THENCE EAST 77.43 FEET TO A POINT 127.80 FEET SOUTHEASTERLY OF THE NORTH LINE OF BLOCK 4 ALONG THE WESTERLY LINE OF THE RIGHT-OF-WAY OF MANNHEIM ROAD; THENCE SOUTHEASTERLY ON THE WESTERLY LINE OF THE RIGHT-OF-WAY OF MANNHEIM ROAD, 25.35 FEET TO THE NORTH LINE OF THE SOUTH 447.40 FEET OF SAID BLOCK 4; THENCE WEST ON THE NORTH LINE OF THE SOUTH 447.40 FEET OF SAID BLOCK 4, 83.74 FEET TO THE WEST LINE OF SAID BLOCK 4; THENCE NORTH ON THE WEST LINE OF SAID BLOCK 4, 25.29 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.



MORE COMMONLY KNOWN AS: 1900 S. MANNHEIM ROAD, DES PLAINES, ILLINOIS

PROSPECT AVENUE



SCALE: 1 INCH EQUALS 20 FEET
 ORDERED BY: JORGE ESCOBEDO
 ORDER NUMBER: 22-1020

PLAT PREPARED BY:
R.W. STANLEY
 570 E. NORTHWEST HIGHWAY
 DES PLAINES, ILLINOIS 60016
 (847) 699-0018



THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.
 STATE OF ILLINOIS)
 COUNTY OF COOK) SS

I, RONALD W. STANLEY, HEREBY CERTIFY THAT THE ABOVE DESCRIBED PROPERTY HAS BEEN SURVEYED UNDER MY SUPERVISION AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY.
 DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF AND ARE CORRECTED TO A TEMPERATURE OF 62 DEGREES FAHRENHEIT.

DES PLAINES, ILLINOIS APRIL 7, 2022
Ronald W. Stanley
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2728
 LICENSE EXPIRES - 11/30/22

Site Photos



APPRAISAL OF



Vacant Alley -1900 Mannheim Road

LOCATED AT:

1900 Mannheim Road - vacated alley
Des Plaines, IL 60018

FOR:

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

BORROWER:

City of Des Plaines

AS OF:

July 1, 2021

BY:

James M. Scalise
Certified General Appraiser

TABLE OF CONTENTS

Borrower: City of Des Plaines	File No.: 1062201
Property Address: 1900 Mannheim Road - vacated alley	Case No.:
City: Des Plaines	State: IL
Lender: City of Des Plaines	Zip: 60018

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The JMS Appraisal Group, Inc.

Real Estate Appraisers and Consultants

File No. 1062201

07/12/2021

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

File Number: 1062201

In accordance with your request, I have appraised the real property at:

1900 Mannheim Road - vacated alley
Des Plaines, IL 60018

The purpose of this appraisal is to develop an opinion of the market value of the subject property, as vacant. The property rights appraised are the fee simple interest in the site.

In my opinion, the market value of the property as of July 1, 2021 is:

\$7,000
Seven Thousand Dollars

The attached report contains the description, analysis and supportive data for the conclusions, final opinion of value, descriptive photographs, limiting conditions and appropriate certifications.

Sincerely;



James M. Scalise
Certified General Appraiser

The JMS Appraisal Group, INC.
LAND APPRAISAL REPORT

File No. 1062201

SUBJECT	Property Address 1900 Mannheim Road - vacated alley		Census Tract 7706.02		LENDER DISCRETIONARY USE	
	City Des Plaines		County Cook		State IL Zip Code 60018	
	Legal Description Not applicable					
	Owner/Occupant City of Des Plaines				Map Reference MSA/MD-16974	
	Sale Price \$ N/A		Date of Sale N/A		Property Rights Appraised	
	Loan charges/concessions to be paid by seller \$ N/A				<input checked="" type="checkbox"/> Fee Simple	
	R.E. Taxes \$ N/A		Tax Year N/A		HOA \$/Mo. N/A	
	Lender/Client City of Des Plaines				<input type="checkbox"/> Leashold	
1420 Miner Street, Des Plaines, IL 60016				<input type="checkbox"/> Condominium (HUD/VA)		
				<input type="checkbox"/> PUD		
Source						

NEIGHBORHOOD	LOCATION			NEIGHBORHOOD ANALYSIS		
	<input type="checkbox"/> Urban			<input checked="" type="checkbox"/> Suburban		
	<input checked="" type="checkbox"/> Over 75%			<input type="checkbox"/> 25-75%		
	<input type="checkbox"/> Rapid			<input type="checkbox"/> Under 25%		
	<input type="checkbox"/> Increasing			<input checked="" type="checkbox"/> Slow		
	<input type="checkbox"/> Shortage			<input type="checkbox"/> Stable		
	<input type="checkbox"/> Under 3 Mos.			<input checked="" type="checkbox"/> Declining		
	<input type="checkbox"/> 3-6 Mos.			<input checked="" type="checkbox"/> Over Supply		
	<input type="checkbox"/> Over 6 Mos.			<input checked="" type="checkbox"/> Adequacy of Public Transportation		
	<input type="checkbox"/> Over 6 Mos.			<input type="checkbox"/> Recreation Facilities		
PRESENT LAND USE %			RECREATION FACILITIES			
LAND USE CHANGE			PROPERTY COMPATIBILITY			
Single Family 30% Not Likely <input checked="" type="checkbox"/>			Adequacy of Facilities <input type="checkbox"/>			
2-4 Family 0% Likely <input type="checkbox"/>			Property Compatibility <input type="checkbox"/>			
Multi-Family 10% In process <input type="checkbox"/>			Protection from Detrimental Cond. <input type="checkbox"/>			
Commercial 15% To: _____			Police & Fire Protection <input checked="" type="checkbox"/>			
Industrial 15%			General Appearance of Properties <input type="checkbox"/>			
Vacant 5%			Appeal to Market <input type="checkbox"/>			

Note: Race or the racial composition of the neighborhood are not considered reliable appraisal factors. COMMENTS See Attached Addendum.

SITE	Dimensions 15.00' x 77.67' x 15.00' x 83.99'				Topography Basically Level	
	Site Area 1215 Sq.Ft. +/-				Size Typical for Area	
	Zoning Classification C3 - General Commercial				Shape Irregular	
	Corner Lot No				Drainage Appears Adequate	
	Zoning Compliance Yes				View Typical	
	HIGHEST & BEST USE: Present Use Vacant				Landscaping None	
	Other Use None				Driveway None	
	UTILITIES		SITE IMPROVEMENTS		Apparent Easements No noted on survey provided	
	Public Other		Type Public Private		FEMA Flood Hazard Yes* _____ No X	
	Electricity <input checked="" type="checkbox"/>		Street Asphalt <input checked="" type="checkbox"/>		FEMA Map/Zone 17031C0219J/Dated 08-19-2008	
Gas <input checked="" type="checkbox"/>		Curb/Gutter None <input type="checkbox"/>				
Water <input checked="" type="checkbox"/>		Sidewalk None <input type="checkbox"/>				
Sanitary Sewer <input checked="" type="checkbox"/>		Street Lights Overhead <input checked="" type="checkbox"/>				
Storm Sewer <input checked="" type="checkbox"/>		Alley Grass (subject) <input checked="" type="checkbox"/>				

Comments (Apparent adverse easements, encroachments, special assessments, slide areas, etc.): See Attached Addendum.

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.


ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	1900 Mannheim Road Des Plaines, IL	890 North Avenue Des Plaines, IL 60016	1124 S. River Road Des Plaines, IL 60016	602 W. Northwest Highway Arlington Heights, IL 60004
Proximity to Subject		1.99 miles NW	1.09 miles NE	7.07 miles NW
Sales Price	\$ N/A	\$ 75,000	\$ 40,000	\$ 75,000
Price/ SF	\$ N/A	\$ 3.96	\$ 6.48	\$ 13.02
Data Source	Inspection/Tax records	MRED #10951692/Doc#2021.55155	MRED #09955736/Doc#2020.34031	MLS #09871957/Doc#1929540032
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
Sales or Financing		DOM 129	DOM 873	DOM 420
Concessions		Cash	Cash	Conventional
Date of Sale/Time	07-01-21 (eff date)	02-03-2021	10-26-2020	10-02-2019
Location	Commercial area	Residential area -3.00	Residential area -3.00	Commercial area -8.00
Site/View	Typical view	Typical	Typical	Typical
Site size	1215 SF	18957 SF +3.55	6174 SF +1.00	5760 SF +0.75
Avail. Util.	All	All	All	All
Zoning	C3	R1 +2.00	R1 +2.00	Commercial
		Flood zone +1.00		
Net Adj. (total)		<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 2.55	<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 1.00	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ 7.25
Indicated Value of Subject		Gross: 215.9 Net: 64.4 \$ 6.51	Gross: 108.0 Net: 15.4 \$ 7.48	Gross: 67.2 Net: -55.7 \$ 5.77

Comments of Sales Comparison: See Attached Addendum.

Comments and Conditions of Appraisal: This valuation assumes all information provided relative to the subject site is accurate.

Final Reconciliation: The Sales Comparison Approach is the only applicable method of valuation for a residential lot. Property of this type is not typically rented, and there are no building improvements, excluding the Income and Cost Approaches respectively.

I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE SUBJECT PROPERTY AS OF July 1, 2021 to be \$ 7,000
 I (We) certify: that to the best of my (our) knowledge and belief, the facts and data used herein are true and correct; that I (we) personally inspected the subject property and inspected all comparable sales cited in this report; and that I (we) have no undisclosed interest, present or prospective therein.

Appraiser(s)  Review Appraiser _____
 James M. Scalise (if applicable) Did Did Not Inspect Property

ADDENDUM

Borrower: City of Des Plaines		File No.: 1062201
Property Address: 1900 Mannheim Road - vacated alley		
City: Des Plaines		Case No.:
Lender: City of Des Plaines		State: IL Zip: 60018

Appraisal Report

This is an Appraisal Report which is intended to comply with the reporting requirements of its intended use, as set forth under Standards Rule 2-2 (b) of the Uniform Standards of Professional Appraisal Practice (USPAP) for an Appraisal Report. As such it presents only summary discussions of the data, reasoning, and analysis that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation that is not provided with the report concerning the data, reasoning, and analysis is retained in the appraiser's file. The depth of the discussion contained in this report is specific to the needs of the client and of the intended use stated in the report. The appraiser is not responsible for unauthorized use of this report.

Clarification of Intended Use and Intended User:

The Intended User of this appraisal report is the City of Des Plaines or its assigns. The Intended Use is to evaluate the property that is the subject of this appraisal for a possible transaction, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of this appraisal form, and Definition of market Value. No additional Intended Users are identified by the appraiser.

Scope of Work

The extent of the appraiser's investigation included:

- (1) Reviewing the legal description of the subject property
- (2) Conducting an interior (except if noted otherwise) and exterior observation of the property improvements (if any) and observation of the site.
- (3) Conducting an observation of the subject neighborhood and analysis of regional characteristics.
- (4) Research and analysis of Cost and site sale data (if applicable).
- (5) Research of comparable sales and rentals (if applicable) from appraiser files, multiple listing services, public records, and current listing when available.
- (6) Analysis of the selected comparable data including verification via public records and/or discussions with parties involved in the transactions.
- (7) Consideration and analysis of the Highest and Best Use of the subject property.
- (8) Consideration and application of the applicable approaches to value.
- (9) Final reconciliation of the data to arrive at the estimated market value as defined in the most current version of USPAP.

I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. As of the date of the appraisal, James M. Scalise has completed the Standards and Ethics education of the Appraisal Institute required for Practicing Affiliates.

PLEASE NOTE: The Novel Coronavirus (COVID-19) outbreak, declared by the World Health Organization as a global health emergency on 1-30-2020, is causing heightening uncertainty in local, national and global markets. This outbreak was identified as a pandemic on 3-11-2020 and further classified as a National Emergency on 3-13-2020. Worldwide cases of COVID-19 have been identified and the scope of this crisis has expanded. Travel and "shelter in place" restrictions have been implemented to "blunt the curve" of infections and stem the scale and longevity of this outbreak. A prolonged medical and economic crisis may have a significant, yet unquantifiable impact on real estate markets.

The information provided within this appraisal is based on market data available at this juncture (date of value and date of the report). However, due to the significant uncertainty in property and capital markets, as well as the rapid unfolding of this event, it is indeterminable for the appraiser to quantify and assess the impact that this outbreak has had/or will have on real estate property values. Values and incomes may change more quickly and significantly than during more typical market conditions. ***It should be emphasized that the results of this appraisal analysis and the value conclusions reported herein are based on the effective date of the appraisal and the appraiser makes no representation as to the effect on the subject property of any unforeseen event subsequent to the effective date. The client should be prudent and cognoscente of these factors. If there is an economic impact from the current situation, it could impact the value contained herein.***

Neighborhood Comments

The subject is located in Cook County in the central section of the suburban community of Des Plaines, approximately 15 northwest of Chicago's Loop (CBD). The subject market between 2004 and 2007 was in a

ADDENDUM

Borrower: City of Des Plaines	File No.: 1062201
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transition process with older homes being razed and custom single family residences being built on the site. This trend ended and virtually stopped since the beginning of 2008 and is now slowly beginning that process again. There are limited number of vacant sites in Des Plaines. The subject is located in one of the office/commercial area along the southeastern edge of the city. The subject is currently a vacated alley. It is located at the north of 1900 Mannheim Road. Access to the site is via Mannheim Road to the east or via Chestnut Street to the west.

The current subject site is approximately +/-1,215 SF or 0.0279 acres, per client provided plat of survey, per client site plan, and per the County plat map; all of which are included in the addendum of this report. There is not a tax identification number (PIN) assigned to the subject at this time nor is there an address assigned to the subject. Since the subject is a public alley; it is not subject to being taxed.

The purpose of this appraisal is determine the value for possible transaction or transfer of the property.

Development of vacant sites within a 5 mile radius of the subject is slow at this time and so it appears are the selling of vacant sites. The subject also has lesser appeal than some of the commercial sites in the area due to it being a smaller than typical commercially zoned site in the market; most commercial sites have substantially greater frontage along a roadway. The noted factors above will result in overall flat values at this time. Also due to the limited market for a public alley like the subject; marketing times for the subject will be 24 months. Exposure time will also be 24 months for the subject.

For the most part, the subject site marketability will be limited to the owner of the parcels to the north r south of the subject site.

Market Activity History of Subject

There has been no reported market activity involving the subject over the past three years.

Neighborhood Market Conditions

It should be noted the current real estate market had declined substantially from 2007 through 2015; however values have been slowly on the rise. In 2018 the median value for detached single family residences in Des Plaines was \$280,000; in 2019 it was \$289,000; in 2020 it was \$295,000, and the median housing values for the first 3 months of 2021 were \$320,000. The above data denotes a steady increase of values over the past 4 years. The analysis above is for detached residential properties; however there are not enough land sales over any given year to develop an accurate trend. Although the array is for residential properties, it does provide trend indications since a trend for single family values will inherently trickle down to other properties types in a given market which generally have greater risk like multi-family, commercial, office, vacant land, and industrial. With stagnant or slow development of vacant sites, land will inherently lose value at a greater rate than improved properties.

Site Comments

The subject is a public alley right if way. However surrounding the subject right of way, it is zoned C3--General Commercial District.

The highest and best use "AS IS" for the subject is as a public alley. Highest and best use if improved would be for the assemblage of the site with one or both of the sites to the north or south of the subject. The market for the subject is limited to the sites to the north and/or south of the site.

Comments on Sales Comparison

All sales are the most recent sales of vacant sites in Des Plaines or surrounding markets. Adjustments are applied to sites with a significant variances in overall size compared to the majority of the subject sites. Sales with superior size typically sell for a lower price per SF than smaller sites. The subject site does have inferior appeal as a standalone vacant site since it is a public alley or right of way with the market being adjacent business owners. Sale 4 is most similar to the subject in this respect. Sale 5 is also relatively similar in appeal as this site is adjacent to another property and according to the City, it on its own can not be improved with a building. All other sales are therefore applied a location adjustment for this factor. Sale 3 is an even greater location along a primary commercial roadway. Sale 4 is applied an inferior adjustment as this is a sale of a site that is adjacent to the tollroad. Although not a right of way or public alley; Sales 4 and 5 would have similar appeal to only those owners adjacent to it.

Most of the data offers larger sites and superior appeal in the market. Sales 4 and 5 are most similar to the subject in appeal due to being between or adjacent to other sites and they have limited market appeal. When all of the data is weighed, the comparables have an average adjusted value of \$5.93/SF with the middle of the range being \$5.83/SF. A price per SF of \$5.80 to \$6.00 is applied to the subject resulting in a rounded value of \$7,000.

It should be noted that vacant land is absorbed into the marketplace at a slower rate than existing properties. The above value is based upon marketing times of 24 months.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the Appraiser's judgment.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

APPRAISERS CERTIFICATION: The Appraiser certifies and agrees that:


1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and Limiting Conditions specified in this form.
4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have personally inspected the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

SUPERVISORY APPRAISER'S CERTIFICATION: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

ADDRESS OF PROPERTY APPRAISED: 1900 Mannheim Road - vacated alley, Des Plaines, IL, 60018

APPRAISER:

SUPERVISORY APPRAISER (only if required)

Signature: 
 Name: James M. Scalise
 Date Signed: 07/12/2021
 State Certification #: 553.001328
 or State License #: _____
 State: IL
 Expiration Date of Certification or License: 09/30/2021

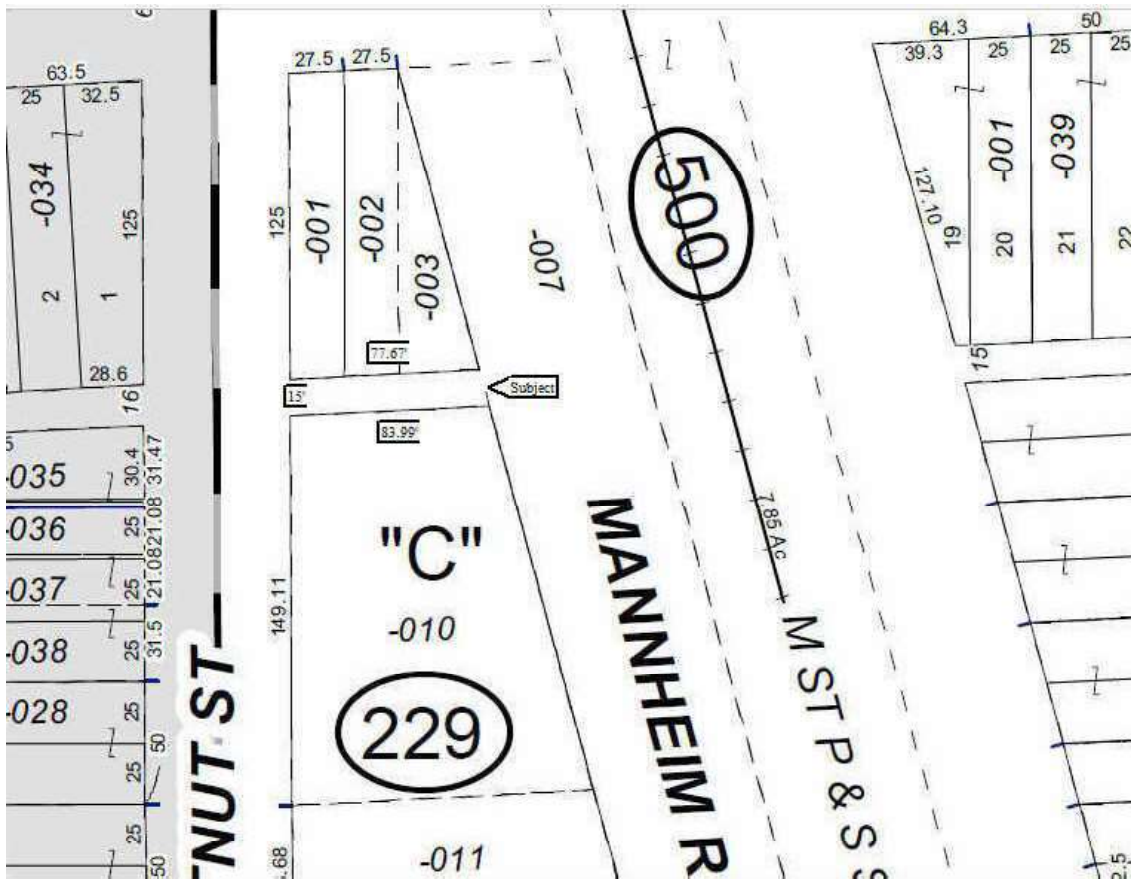
Signature: _____
 Name: _____
 Date Signed: _____
 State Certification #: _____
 or State License #: _____
 State: _____
 Expiration Date of Certification or License: _____

Did Did Not Inspect Property

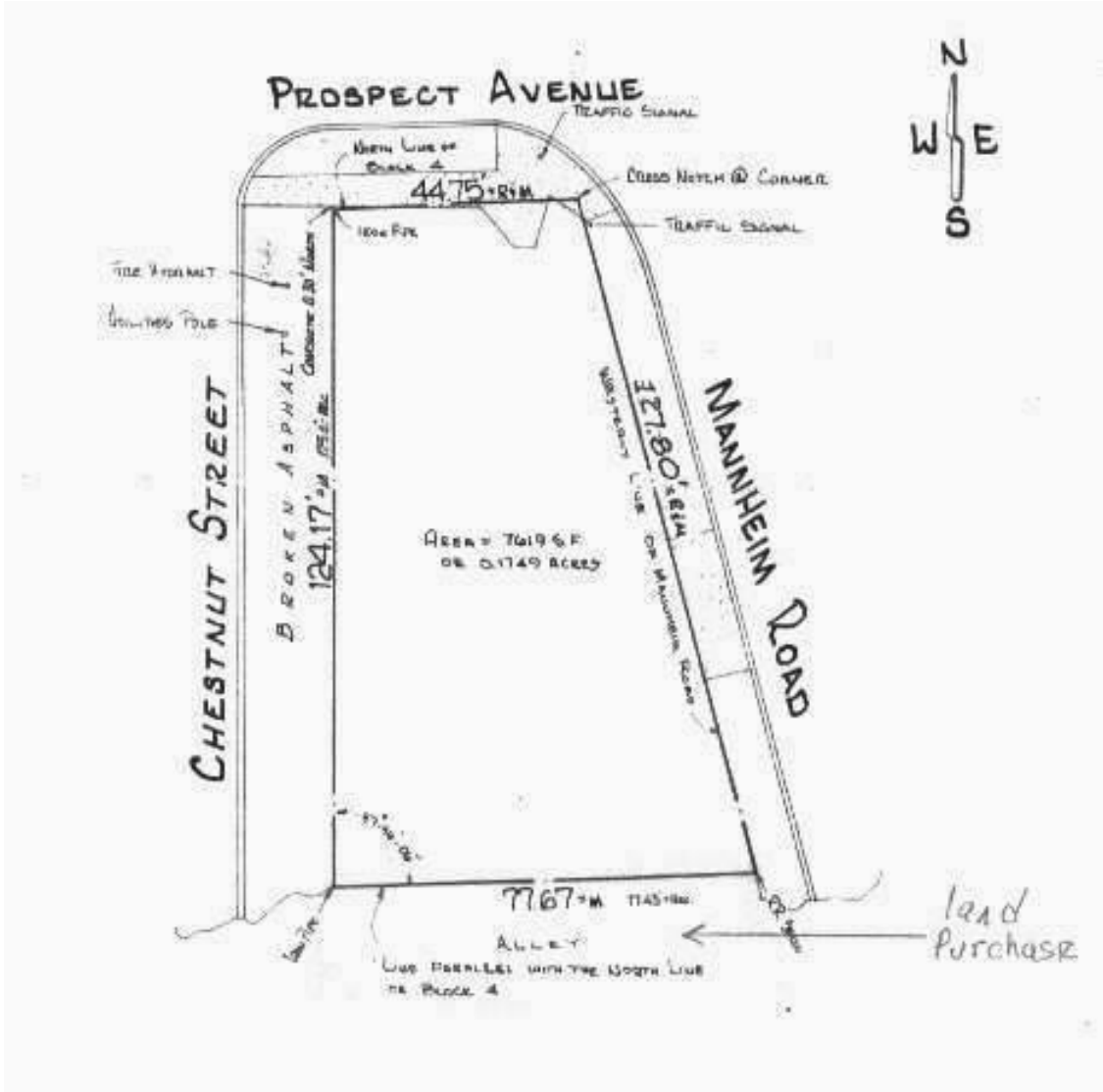
Certified General Appraiser

PLAT MAP

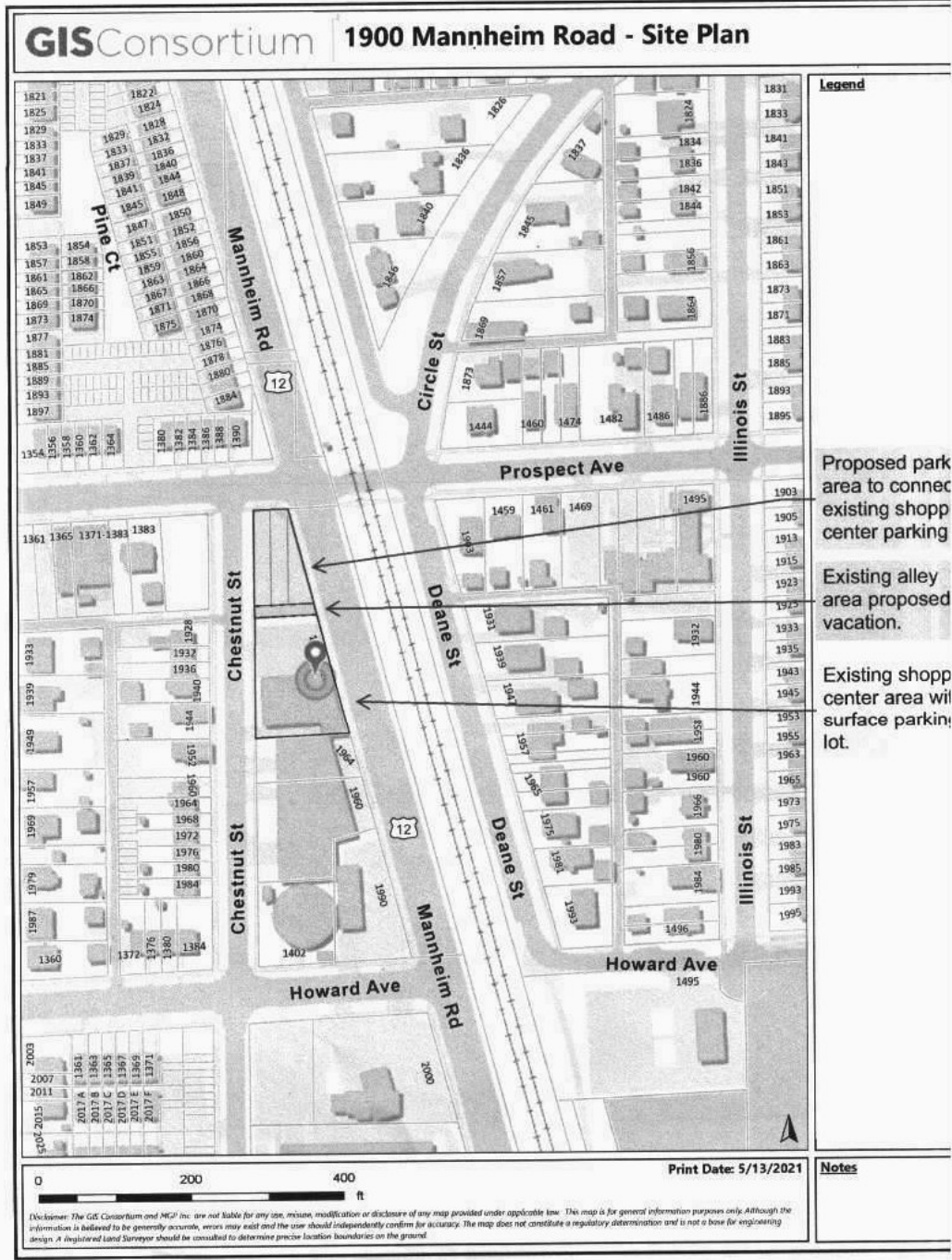
Borrower: City of Des Plaines File No.: 1062201
Property Address: 1900 Mannheim Road - vacated alley Case No.:
City: Des Plaines State: IL Zip: 60018
Lender: City of Des Plaines



Borrower: City of Des Plaines	File No.: 1062201	
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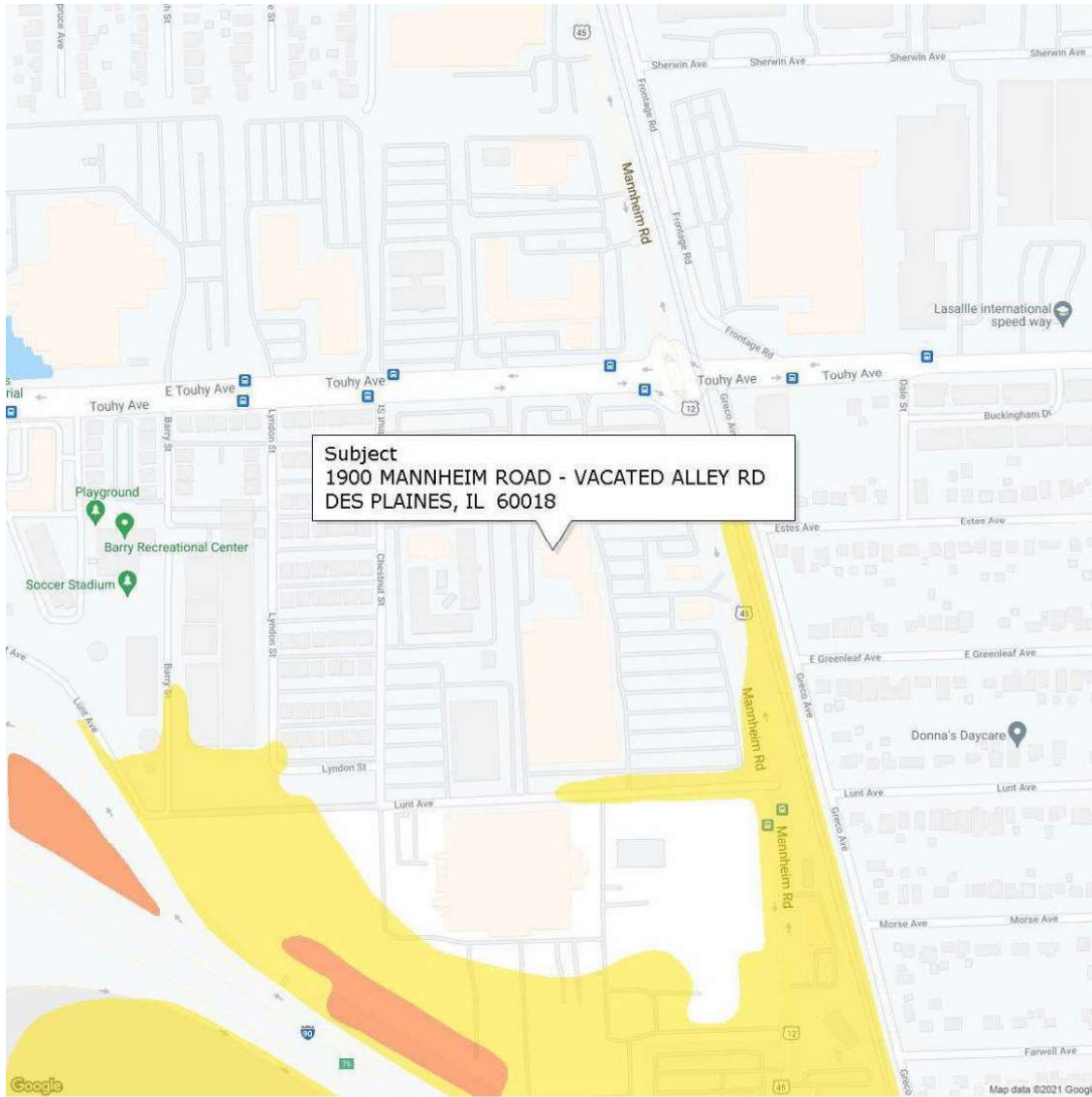


Borrower: City of Des Plaines	File No.: 1062201
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FLOOD MAP

Borrower: City of Des Plaines	File No.: 1062201
Property Address: 1900 Mannheim Road - vacated alley	Case No.:
City: Des Plaines	State: IL Zip: 60018
Lender: City of Des Plaines	



Subject
1900 MANNHEIM ROAD - VACATED ALLEY RD
DES PLAINES, IL 60018

FLOOD INFORMATION

Community: Village of Rosemont
Property is NOT in a FEMA Special Flood Hazard Area
Map Number: 17031C0219J
Panel: 17031C0219
Zone: X
Map Date: 08-19-2008
FIPS: 17031
Source: FEMA DFIRM

LEGEND

-  = FEMA Special Flood Hazard Area – High Risk
-  = Moderate and Minimal Risk Areas
- Road View:**
-  = Forest
-  = Water

Sky Flood™

No representations or warranties to any party concerning the content, accuracy or completeness of this flood report, including any warranty of merchantability or fitness for a particular purpose is implied or provided. Visual scaling factors differ between map layers and are separate from flood zone information at marker location. No liability is accepted to any third party for any use or misuse of this flood map or its data.

AERIAL MAP

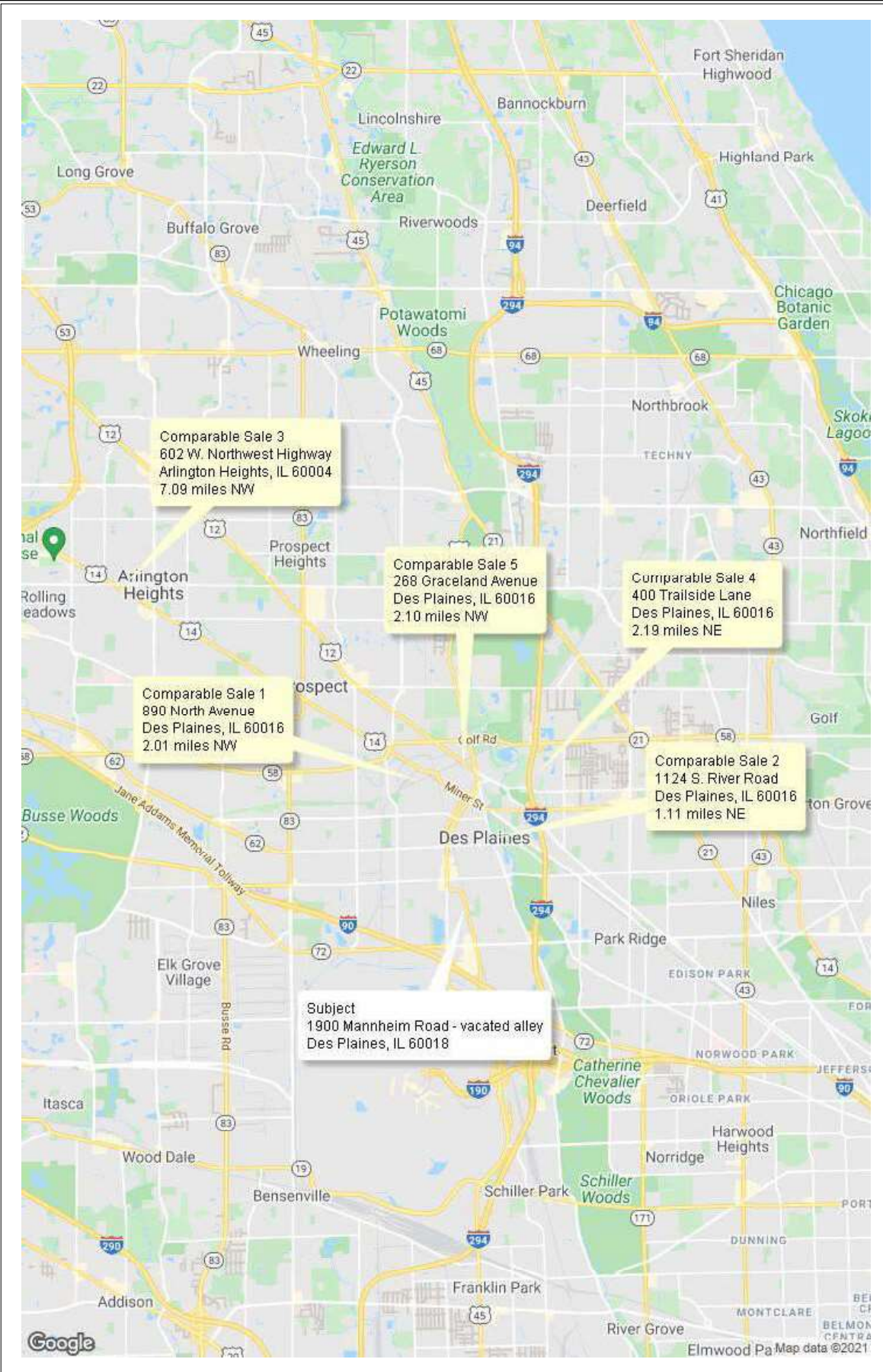
Borrower: City of Des Plaines	File No.: 1062201	
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City: Des Plaines	State: IL	Zip: 60018
Lender: City of Des Plaines		



P. O. Box 386, Brookfield, IL 60513 708.712.3534

LOCATION MAP

Borrower: City of Des Plaines	File No.: 1062201	
Property Address: 1900 Mannheim Road - vacated alley	Case No.:	
City: Des Plaines	State: IL	Zip: 60018
Lender: City of Des Plaines		



SUBJECT PROPERTY PHOTO ADDENDUM

Borrower: City of Des Plaines	File No.: 1062201	
Property Address: 1900 Mannheim Road - vacated alley	Case No.:	
City: Des Plaines	State: IL	Zip: 60018
Lender: City of Des Plaines		



**FRONT VIEW OF
SUBJECT PROPERTY**

Appraised Date: July 1, 2021
Appraised Value: \$ 7,000



**REAR VIEW OF
SUBJECT PROPERTY**



STREET SCENE

Borrower: City of Des Plaines	File No.: 1062201
Property Address: 1900 Mannheim Road - vacated alley	Case No.:
City: Des Plaines	State: IL Zip: 60018
Lender: City of Des Plaines	



Additional street scene
Mannheim Road - north



Additional street scene
Chestnut Street - north



Additional street scene
Chestnut Street - south

COMPARABLE PROPERTY PHOTO ADDENDUM

Borrower: City of Des Plaines	File No.: 1062201
Property Address: 1900 Mannheim Road - vacated alley	Case No.:
City: Des Plaines	State: IL Zip: 60018
Lender: City of Des Plaines	



COMPARABLE SALE #1

890 North Avenue
Des Plaines, IL 60016
Sale Date: 02-03-2021
Sale Price: \$ 75,000



COMPARABLE SALE #2

1124 S. River Road
Des Plaines, IL 60016
Sale Date: 10-26-2020
Sale Price: \$ 40,000



COMPARABLE SALE #3

602 W. Northwest Highway
Arlington Heights, IL 60004
Sale Date: 10-02-2019
Sale Price: \$ 75,000

COMPARABLE PROPERTY PHOTO ADDENDUM

Borrower: City of Des Plaines	File No.: 1062201
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Lender: City of Des Plaines	



COMPARABLE SALE #4

400 Trilside Lane
Des Plaines, IL 60016
Sale Date: 01-25-2017
Sale Price: \$ 80,000



COMPARABLE SALE #5

268 Graceland Avenue
Des Plaines, IL 60016
Sale Date: ACTIVE
Sale Price: \$ 9,600

Borrower: City of Des Plaines File No.: 1062201
Property Address: 1900 Mannheim Road - vacated alley Case No.:
City: Des Plaines State: IL Zip: 60018
Lender: City of Des Plaines

LICENSE NO.
553.001328

Department of Financial and Professional Regulation
Division of Real Estate



CERTIFIED GENERAL REAL
ESTATE APPRAISER



JAMES M SCALISE

EXPIRES:
09/30/2021



DEBORAH HAGAN
SECRETARY



MARIO TRETO, JR.
ACTING DIRECTOR

The official status of this license can be verified at www.idfpr.com

Borrower: City of Des Plaines	File No.: 1062201
Property Address: 1900 Mannheim Road - vacated alley	Case No.:
City: Des Plaines	State: IL Zip: 60018
Lender: City of Des Plaines	

EDUCATION

Bachelor of Science Degree, St. Joseph’s College, Rensselaer, Indiana – 1981

APPRAISAL EDUCATION

Successfully completed the following courses sponsored by the American Institute of Real Estate Appraisers: “1A-1” Real Estate Appraisal Principles (1987), “2-3” Standards of Professional Practice (1988), and “8-2” Residential Valuation (1988).

Successfully completed the following courses sponsored by the Appraisal Institute: “410/420” Standards of Professional Practice – Parts A and B (1994), I120 “Appraisal Procedures” (1994), ES600 “Residential Income Capitalization” (1997), I130 “Basic Income Capitalization” (1998), ILVII “Non-Residential Report Writing” (2000). “410” Standards of Professional Practice – Part A (2001).

Successfully completed the following courses sponsored by the Society of Mortgage Professionals: #560 – Fair Housing/Fair Lending (1999) and #510 – USPAP Review (1999).

Successfully completed the following courses sponsored by the Appraisal Academy: “National USPAP Update” (2003); “Limited Residential Appraisal Assignment” (2003) and “Residential Appraisal Review (2003); “Predatory Lending and Client Pressure.” (2003).

Attended the following seminars sponsored by the Appraisal Institute: Residential State Certification Review (02/91); “Highest & Best Use – Common Errors in the Appraisal Process” (05/91); “The New Uniform Residential Appraisal Report (URAR)” 09/93; “The Internet and Appraising” (1997); “The Chicago Real Estate Market – 2000” (2000); “Special Purpose Properties” (2000); “Appraisal Review – General” (2000); “The Chicago Real Estate Market – 2002” (2002); “The Chicago Real Estate Market – 2003” (2003); “The Chicago Real Estate Market Conditions” (2004). 2005, 2006, 2007, 2013, 2015. 2019. Appraising in Declining Markets (2009); FHA Appraising (2008); Tax Protest Appraising (2009); National USPAP Update Seminar (2009); Business Practice and Ethics (2011, 2015, 2020); UAD reports (2011); Illinois Rules and Regulations (2011); National USPAP (2011); Rates, Ratios, and Analyzing Income Approach (2011); National USPAP Update Seminar (2012); Business Practice and Ethics (2013); Complex Litigation Case Studies (2013); Reviewing Commercial Appraisals (2013); National USPAP Update Seminar (2013); National USPAP-2015-Update Seminar (2013); Conditions of the Chicagoland Residential Market (2015); National USPAP-2017-Update Seminar (2016); Nuts and Bolts of Tax Appeal (2016); Principles of Green Building Appraising (2017); Case Studies in Green Building Appraising (2017); National USPAP Update Seminar (2018, 2019, 2020). Income Approach for Residential Appraisers (2019). ICAP Seminar (2019); Determining Appraisal Adjustments (2021); Persistent Appraisal Failures (2021); Supervisory Appraiser/Trainee Appraiser Course (2021).

Borrower: City of Des Plaines	File No.: 1062201
Property Address: 1900 Mannheim Road - vacated alley	Case No.:
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Lender: City of Des Plaines	

PROFESSIONAL AFFILIATIONS

Practicing Affiliate - Appraisal Institute
 Certified General Real Estate Appraiser – IL# 553.001328

PROFESSIONAL EXPERIENCE

- 5/00 to Present -- President, **THE JMS APPRAISAL GROUP, INC.**, a real estate appraisal and consulting firm.
- 8/87 to 5/00 -- Appraiser/Manager, David A. Kunkel and Associates, Inc., a real estate appraisal and consulting firm.
- 12/86 to 8/87 -- Appraiser, The Appraisal Company, a real estate appraisal and consulting firm.

Experienced in the preparation of appraisal for sale, acquisition, leasing, insurance, and mortgage lending purposes of residential, industrial, commercial and multi-family properties. Clients have included various corporations, government agencies, mortgage bankers, insurance companies, savings and loan associations, banks, attorneys, relocation companies and individuals.

REPRESENTATIVE LIST OF APPRAISALS COMPLETED

Apartment

- 81 Unit SRO - Edgewater (Complete Summary)
- 94 Unit SRO - Uptown (71A Form)
- 50 Unit Apt. - Calumet City (71A Form)
- 24 Unit Apt. - Carpentersville (71B Form)
- 20 Unit Apt. - Addison (71B Form)

Commercial

- Mixed use - Evanston (Limited Summary)
- Office Building - West Ridge (Limited Summary)
- Restaurant - Waukegan (Limited Summary)

Industrial

- Food processing - Bridgeport (Limited Summary)
- Office/warehouse - Elk Grove (Complete Summary)
- Multi-tenant - Carol Stream (Complete Summary)

The above is only a partial list of appraisal assignments completed. In addition to the above, I have completed numerous single family, vacant land, and small income (2-4 unit) properties throughout the Chicago Metropolitan Area.

CITY OF DES PLAINES

ORDINANCE M - 7 - 23

**AN ORDINANCE VACATING A PUBLIC ALLEY AT
1900 MANNHEIM ROAD.**

WHEREAS, Jorge Escobedo (“*Owner*”) is the parcels of real property commonly known as 1900 Mannheim 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 consists of four parcels as follows: three unimproved parcels to the north (“*Northern Parcels*”) and one parcel to the south (“*Southern Parcel*”), which Southern Parcel has been assigned the Property Identification Number 09-29-229-010-0000; and

WHEREAS, the Southern Parcel is improved with a commercial shopping center building and a 19-space parking lot (“*Parking Lot*”); and

WHEREAS, the Northern Parcels and Southern Parcel are separated by a 2,013-square-foot portion of a City-owned, dedicated alley (“*Vacation Parcel*”), which Vacation Parcel is depicted on Exhibit A, attached to and made a part of this Ordinance; and

WHEREAS, in order to connect the Northern Parcels and Southern Parcels as one zoning lot and allow for the future expansion of the Parking Lot, the Owner has requested that the City vacate the Vacation Parcel; and

WHEREAS, upon the vacation of the Vacation Parcel, it will become part of the Southern Parcel; and

WHEREAS, the City obtained an appraisal of the Vacation Parcel that determined the value of the Vacation Parcel to be \$7,000; and

WHEREAS, the City has the power to vacate the Vacation Parcel pursuant to Section 11-91-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-91-1 *et seq.*; and

WHEREAS, the City Council has determined that the vacation of the Vacation Parcel in accordance with this Ordinance will serve and be in the best interest of the City and the public;

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

SECTION 1: RECITALS. The Recitals set forth above are incorporated herein by reference and made a part hereof, the same constituting the factual basis for the approval of this Ordinance.

SECTION 2: JURISDICTION. The City Council does hereby certify that the Subject Property is located entirely within the corporate limits of the City of Des Plaines and is subject to the jurisdiction of the City of Des Plaines.

SECTION 3: VACATION. Subject to the conditions set forth in Section 6 of this Ordinance, and pursuant to Section 11-91-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-91-1 *et seq.*, the Vacation Parcel is hereby vacated.

SECTION 4: APPROVAL OF PLAT OF VACATION. The plat of vacation, titled “Plat of Vacation,” prepared by R.W. Stanley, and dated January 4, 2023 (“*Plat of Vacation*”), is hereby approved substantially in the form attached to and made a part of this Ordinance as *Exhibit A*.

SECTION 5: OWNERSHIP AND ZONING. Upon the recordation of this Ordinance and the Plat of Vacation, as provided in Section 7 of this Ordinance, the vacated Vacation Parcel is to be incorporated into and made a part of the Southern Parcel, and title will vest with the then-owner of the Southern Parcel. Following recordation of this Ordinance and the Plat of Vacation, the vacated Vacation Parcel will be and remain a part of the Southern Parcel in the C-3 District, unless and until a plat of subdivision is approved by the City in accordance with all applicable state and local statutes, ordinances, and regulations.

SECTION 6. COMPENSATION. The approval of the vacation as provided in Section 3 of this Ordinance is expressly made subject to and contingent upon payment by the Owner to the City of the fair market value of the Vacation Parcel in the amount of \$7,000 (“*Compensation*”).

SECTION 7: RECORDATION. The City Manager is hereby directed to cause a certified copy of this Ordinance and the Plat of Vacation to be recorded with the office of the Cook County Clerk only after receipt of the Compensation from the Owner.

{00130706.1}

SECTION 8: MAINTENANCE OF THE VACATED RIGHT-OF-WAY. After the recordation of this Ordinance and the Plat of Vacation, the City will have no obligation to maintain or perform improvements on the vacated Right-of-Way.

SECTION 8: EFFECTIVE DATE. This Ordinance shall be in full force and effect only upon, and not before the occurrence of the following events:

- A. Passage and approval by a 3/4 majority and publication in the manner provided by law;
- B. Receipt by the City of the Compensation from the Owner and the satisfaction of the condition set forth in Section 6; and
- C. Recordation of this Ordinance and the Plat of Vacation with the office of the Cook County Clerk.

PASSED this ____ day of _____, 2023.

APPROVED this ____ day of _____, 2023.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

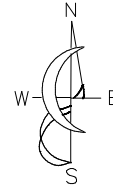
CITY CLERK

Peter M. Friedman, General Counsel

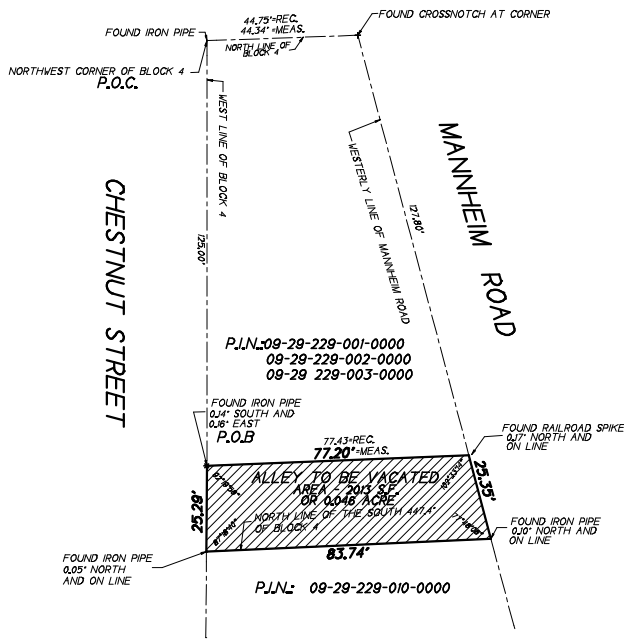
PLAT OF VACATION

OF THAT PART OF BLOCK 4 DEDICATED FOR ALLEY IN WHIPPLES ADDITION TO RIVERVIEW, A SUBDIVISION OF THE WEST HALF (1/2) OF THE SOUTHEAST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 12 EAST, OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF BLOCK 4 IN SAID WHIPPLES ADDITION; THENCE SOUTH ON THE WEST LINE OF BLOCK 4, 125 FEET TO THE POINT OF BEGINNING; THENCE EAST 77.43 FEET TO A POINT, 127.80 FEET SOUTHEASTERLY OF THE NORTH LINE OF BLOCK 4 ALONG THE WESTERLY LINE OF THE RIGHT-OF-WAY OF MANNHEIM ROAD; THENCE SOUTHEASTERLY ON THE WESTERLY LINE OF THE RIGHT-OF-WAY OF SAID BLOCK 4; THENCE WEST ON THE NORTH LINE OF THE SOUTH 447.40 FEET OF SAID BLOCK 4, 83.74 FEET TO THE WEST LINE OF SAID BLOCK 4; THENCE NORTH ON THE WEST LINE OF SAID BLOCK 4, 25.28 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

MORE COMMONLY KNOWN AS: 1900 S. MANNHEIM ROAD, DES PLAINES, ILLINOIS



PROSPECT AVENUE



OWNER

OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, HEREBY ADOPT THIS PLAT OF VACATION.

STATE OF ILLINOIS)
COUNTY OF _____) SS

I, _____ A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE SIGNED AND DELIVERED SAID INSTRUMENT AS HIS FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL
THIS _____ DAY OF _____, 2023.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

SURVEYOR

I, RONALD W. STANLEY, HEREBY CERTIFY THAT I HAVE PREPARED THE PLAT SHOWN HEREON AND THAT IT IS CORRECT; THE IRON PIPES HAVE BEEN PLACED IN THE GROUND AS INDICATED HEREON, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE DES PLAINES CITY CODE; THAT THE PROPERTY IS WITHIN THE CORPORATE LIMITS OF THE CITY OF DES PLAINES, WHICH HAS ADOPTED AN OFFICIAL COMPREHENSIVE PLAN; THAT THE PROPERTY IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY ON THE MOST RECENT FLOOD INSURANCE RATE MAP PANEL 218 OF 832, COMMUNITY PANEL NO. 170310209L.

SURVEYOR

STATE OF ILLINOIS)
COUNTY OF _____) SS

I, _____ A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT RONALD W. STANLEY, PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE SIGNED AND DELIVERED SAID INSTRUMENT AS HIS FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL
THIS _____ DAY OF _____, 2023.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

MAYOR

APPROVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DES PLAINES, ILLINOIS ON THIS _____ DAY OF _____, 2023.

MAYOR

ATTEST:

CITY CLERK

DIRECTOR OF PUBLIC WORKS & ENGINEERING

APPROVED BY THE DIRECTOR OF PUBLIC WORKS & ENGINEERING OF THE CITY OF DES PLAINES, ILLINOIS ON

THIS _____ DAY OF _____, 2023.

CITY ENGINEER

SCALE: 1" = 20' FEET
ORDERED BY: ROBERTO MARTINEZ
ORDER NUMBER: 22-1082

PLAT PREPARED BY:
R.W. STANLEY

570 E. NORTHWEST HIGHWAY
DES PLAINES, ILLINOIS 60016
(847) 698-0018



COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: February 9, 2023
To: Michael G. Bartholomew, City Manager
From: Samantha Redman, Associate Planner
Cc: John T. Carlisle, AICP, Director of Community and Economic Development
Samantha Redman, Associate Planner
Subject: Conditional Use for Proposed Commercially Zoned Assembly Use at 1683 Elk Blvd

Issue: The petitioner is requesting a conditional use permit to operate a Commercially Zoned Assembly Use in the C-3 General Commercial District.

PIN: 09-16-300-119-0000 and 09-216-300-120-0000

Petitioner: Jiju Mathew, Living Hope Church, 1683 Elk Blvd., Des Plaines, IL, 60016

Owner/Property Control: Thomas H. Ahlbeck (via Elk Creek LLC, 1651 Elk Blvd., Des Plaines, IL 60016 and Elk Boulevard LLC, 1665-1695 Elk Blvd., Des Plaines, IL 60016)

Case Number: #22-048-CU

Ward Number: #1, Alderman Mark Lysakowski

Existing Zoning: C-3, General Commercial

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

Surrounding Land Uses: North: Commercial buildings
South: Open space/river
East: Single Family Residence
West: Commercial Building

Street Classification: Elk Blvd is classified as a local street.

Comprehensive Plan : Commercial is the recommended use of the property.

Property/Zoning History: This property is one unit of a two-building, six-unit office complex (west building: 1651 Elk Blvd., east building: 1665-1695 Elk Blvd.), and is one zoning lot. The property is zoned C-3 and the uses operating at this site have consisted of commercial office space throughout the known history of the development. This site is located within the 100-year floodplain, requiring adherence to Federal Emergency Management Agency (FEMA) regulations for any construction in this location.

Project Description: The petitioner, Jiju Mathew of the Living Hope Church, is proposing a conditional use to allow a commercially zoned assembly at 1683 Elk Blvd. Specifically, the petitioner is interested in using one unit of the 1665-1695 building (east building) for worship services. The church has used this property as an office space for one year and now proposes to host worship services on Sundays and weeknights after standard business hours.

Proposed Use and Hours of Operation

1683 Elk is one unit out of six in a two-building, multi-tenant office complex (six total uses/tenants). All other tenants are classified as “office” in the Zoning Ordinance, including Ahlbeck and Company, an accounting company; a dentist office; an IT company; a video production company; and the Center of Concern, a nonprofit organization that provides housing and social services to senior and other at-risk populations.

The attached floor plan of the 1683 Elk unit includes office space and a common meeting area that the petitioner intends to use for worship services. The applicant requests a maximum of 49 people for the assembly use (the fire occupancy limit). The proposed hours of operation are as follows:

- 9 a.m. to 6 p.m. for hours of the office use (Tuesday through Friday; Saturday and Sunday for occasional office use)
- 5 p.m. to 10 p.m. for assembly uses on weekdays (Monday through Friday)
- 7:30 a.m. to 3 p.m. for assembly uses on Saturdays and Sundays

Generally, the hours of operation for the other tenants in this office building are Monday through Friday, 8 a.m. to 5 p.m.

Off-Street Parking

Pursuant to Section 12-9-7, commercially zoned assembly uses for places of worship are required to provide 1 space for every 60 square feet of gross floor area. For comparison, the existing office use for the 1683 space requires 1 space for every 250 square feet of gross floor area. The definition of “floor area” in Section 12-13-3 allows spaces such as restrooms, mechanical rooms, hallways, and storage areas to be excluded. The following reflects the required parking.

Address	Business	Use	Gross Floor Area	Existing Required Parking	New Required Parking
1651 Elk Blvd	Ahlbeck and Company	Office	2,673	10.69	10.69
1665 Elk Blvd	Center of Concern	Office	3,632	14.53	14.53
1677 Elk Blvd	H M S Media	Office	1,848	7.4	7.4
1683 Elk Blvd	Living Hope Church	Office (existing); Commercially Zoned Assembly (proposed)	1,727	6.9	28.78
1689 Elk Blvd	Jensen	Office	1,727	6.91	6.91
1695 Elk Blvd	Des Plaines Family Dentistry	Office	1,713	6.85	6.85
			Total*	54	76
*Spaces rounded up to next whole number					

The parking lot currently includes 56 standard parking spaces and two accessible spaces (58 total) to serve the two buildings collectively. Although the 1651 Elk (office building) adjoins 1645 Elk (Pavestone Brick Paving), Pavestone is a separate zoning lot with its own parking lot and does not use this parking area.

A minimum of three accessible spaces are required, so designating an additional accessible parking space to satisfy Section 12-9-8 is a recommended approval condition. The spaces in front of 1683 Elk have striping for a loading zone and a handicap-accessible curb but are missing some necessary striping and signage. These may be an option for the petitioner to fulfill the condition.

Staff determined the available parking for all tenants in the complex – *without* the proposed assembly use – meets the requirement. Section 12-9-3.A provides that required parking may be provided collectively. Adding the assembly use increases the total requirement to 76, making the parking lot 18 spaces short of the requirement without the practical ability to add more. **A standard variation to reduce the total required parking from 76 to 58 was approved at the January 24, 2023 Planning and Zoning Board meeting.**

The petitioner’s narrative states a maximum of 35 spaces would be used in this parking lot for this use. However, it is important to note the assembly use is not proposed to overlap in hours with the other office uses. The petitioner states in the attached Response to Standards that no tenants in this office complex currently operate on Sunday, and therefore the parking lot would not be in regular use by the other businesses in the complex on this day of the week. Note the neighboring tenants do not have hours of operation after 5 p.m. on any day

of the week, leaving many spaces unoccupied. The petitioner's narrative also states the attendees will be mostly comprised of families, anticipating a maximum of 30 families in attendance with many in the same vehicle rather than driving separately.

The attached Parking Study completed in October 2022 indicates an average of 32 spaces are occupied on a weekday and average of two spaces occupied on Sundays. Additionally, the church requests to use the space on occasional evenings for meetings or other worship activities, intending to operate after 5 p.m. and not exceeding 20 attendees.

Planning and Zoning Board (PZB) Action

The PZB held a public hearing on January 24th meeting to consider a parking variation and the conditional use. Their discussion and rationale are captured in the excerpt to the draft minutes of the January 24, 2023 meeting. The Board *approved* (5-0) a standard variation to reduce required parking by less than 30 percent and *recommended* (5-0) that the City Council *approve* of the conditional use permit, with the conditions provided by staff.

Recommend Conditions of Approval:

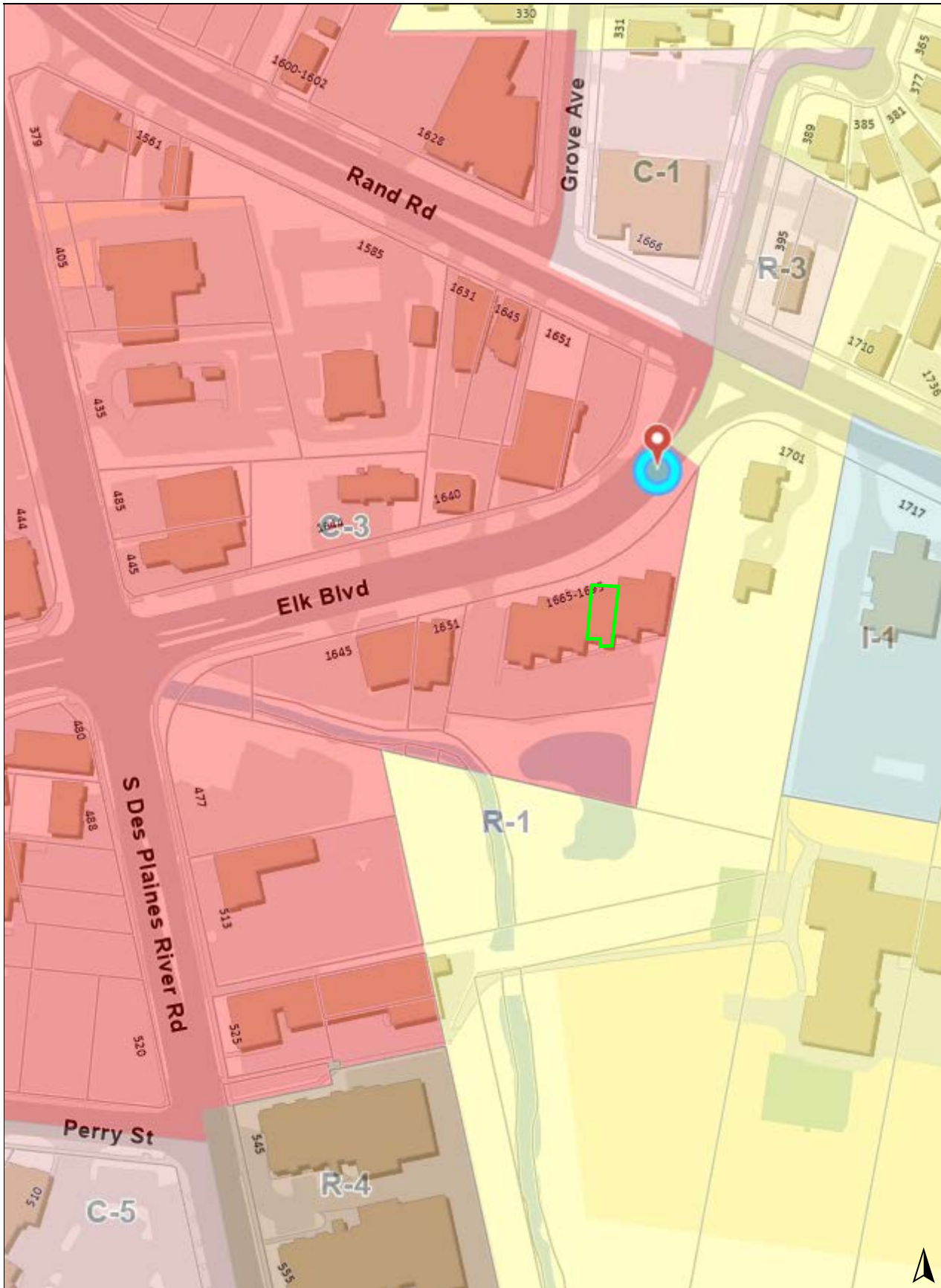
1. The Subject Property shall only be used for the Activities during the following times:
 - a. 9 a.m. to 6 p.m. for hours of the office use (Tuesday through Friday; Saturday and Sunday for employees, as needed).
 - b. 5 p.m. to 10 p.m. for assembly uses on weeknights (Monday through Friday).
 - c. 7:30 a.m. to 3 p.m. for assembly uses on Saturdays and Sundays.
 - d. Any other hours of operation that are approved by the Director of Community and Economic Development.
2. Additional accessible parking for the development shall be located on site to meet the mobility accessible standards pursuant to Section 12-9-8.
3. The Activities and the Subject Property must comply at all times with the maximum occupancy load determined by the Fire Department.

Attachments:

- Attachment 1: Location Map
- Attachment 2: Site and Context Photos
- Attachment 3: Parking Study
- Attachment 4: Letter from PZB Vice Chairman Paul Saletnik
- Attachment 5: Excerpt from Draft Minutes of January 24, 2023 PZB meeting

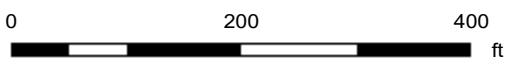
Ordinance Z-4-23

- Exhibit A: Project Narrative
- Exhibit B: Floor Plans
- Exhibit C: Parking Lot Striping Plan
- Exhibit D: Unconditional Agreement and Consent



Legend

- Subject Site
- Zoning
- C-1: Neighborhood Shopping
- C-3: General Comm
- C-5: Central Busines
- I-1: Institutional
- R-1: Single Family Residential
- R-3: Townhouse Residential
- R-4: Central Core Residential



Print Date: 12/5/2022

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.



1683 Elk Blvd – Public Notice Sign



North side of office building, facing Elk Blvd



1677 and 1683 Elk Blvd front entrances

Attachment 2



1651 Elk Blvd, adjacent building and portion of available parking lot



View of parking lot facing west



View of parking lot facing east



View of separation between residential property to the east and office complex; separated by six foot tall, solid fence



View of adjacent commercial properties across from property to the north

October 16, 2022

To,
LIVING HOPE CHURCH
1651-1695 ELK BLVD
DES PLAINES, IL

Attn: Mr. Jiju Mathew (Pastor)

SUBJECT: Parking Evaluation Study

Dear Mr. Mathew,

This memorandum summarizes the results of a parking evaluation conducted by Kaletech, LLC, for Living Hope Church located at 1683 Elk Blvd, Des Plaines, Illinois. As proposed, the Living Hope Church occupies the existing one-story commercial building located on the south side of Elk Blvd. The existing commercial building **currently has a total of 58 parking spaces**. Attached is a copy of an existing Plat of Survey & site Plan (**Attachment 1**)

It is estimated that during the normal weekdays there will be only about 4 to 6 Church parishioners will be visiting the Church at the same time and about 70 members will be visiting the church on Sunday for Church Services.

The purpose of this evaluation was to estimate the peak parking demand during the Living Hope Church's Sunday meeting at 10:00 am and to determine if sufficient parking is available to accommodate the peak parking demand.

As per the City code 12-9-7, OFF Street parking for a church requires 1 parking space for every 5 seats. In cases where there is no affixed seating, 1 space shall be provided for every 60 square feet of floor area.

The Floor area for the proposed Church is approximately 2020 SF. Based on the above Town requirements the Church will need 33 parking spaces during its peak demand time which will be on Sunday during the church services.

From above the Church will need about 3 to 5 parking spaces during the weekdays and about 33 parking spaces on Sunday

As per Section 12-9-8 of Code: Mobility Impaired Accessible parking will require 2 parking spaces.

Kaletech performed a parking survey at the existing parking lot located at 1651-195 Elk Blvd every half hour from 12:30 P.M. to 2:30 P.M. on Friday, October 14, 2022, and the parking survey was conducted every half hour from 9:30 A.M. to 11:30 A.M. on Sunday, October 16, 2022. See attached Site Photographs (Attachment 2)

Table 1 shows the results of the parking survey during weekdays.
& Table 2 shows the results of the parking survey during **Sunday**.

Table 1
 LIVING HOPE CHURCH PARKING SURVEY
FRIDAY October 14,2022

Time	Parked Vehicles
12:30 P.M	33
1: 00 P.M	32
1:30 P.M	32
2:30 P.M	32

Table 2
 LIVING HOPE CHURCH PARKING SURVEY
SUNDAY October 16,2022

Time	Parked Vehicles
9:30 A.M	3
10:30 A.M	2
11:00 A.M	2
11:30 A.M	2

Existing Parking lot has a total of 58 Parking spaces. The Peak demand parking for the Church will be on Sunday.

Based upon above survey we feel that there are adequate parking spaces available at the Church's Current parking lot during the weekdays (3 to 5 Parking Spaces) & on Sunday (33 Parking Spaces).

If you have any questions, please feel free to call me on my Cell @ (630)-853-2533.

Thank you for requesting Kaletech LLC. to provide professional services on this Project

Encl: Attachment 1- Existing Plat Plan & Site Plan
 Attachment 2- Site Photographs

Respectfully,
Kaletech LLC



Chetan Kale, P.E. LEED AP
 Principal



1. Front, south elevation



2. East elevation

SITE PHOTOGRAPHS



3. Partial west elevation



4. Looking West from the entrance.

SITE PHOTOGRAPHS



5. Typical parking during weekdays



6. View of Handicapped parking space

SITE PHOTOGRAPHS



7. View of empty parking lot on Sunday



8. Looking east of the parking lot on Sunday



9. Looking west of the parking lot



10. View of parking lot near the entrance of the office complex.

SITE PHOTOGRAPHS



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

January 25, 2023

Mayor Goczkowski and Des Plaines City Council, CITY OF DES PLAINES

Subject: Planning and Zoning Board, Conditional Use Permit, Case # 22-048-CU-V

RE: Consideration of Conditional Use Permit for Commercially Zoned Assembly Use at 1683 Elk Blvd

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board (PZB) met on January 24, 2023 to consider a standard variation for parking and a conditional use permit for a commercially zoned assembly use at 1683 Elk Blvd.

1. The petitioner explained their request and the property at Living Hope Church. The petitioner has had office space located at 1683 Elk for a year and would now like to have worship services in this building. The petitioner explained that this case was previously heard and the requests approved/recommended at the December 13, 2022 PZB meeting. Previously the fire occupancy limited the total attendees to 21 people, but recently the Fire Prevention Bureau indicated the occupancy could be increased to 49. The case was resubmitted to allow the PZB to consider the requests for variation and conditional use for assembly based upon the increased maximum occupancy.
2. The PZB asked for clarification about the request, confirming with the petitioner the only change to the application are the occupancy. The petitioner also discussed the requested hours for this site and parking, confirming the worship services will not overlap with the other uses in the office complex.
3. No members of the public spoke on this request.
4. The Planning and Zoning Board *approved* (5-0) the standard variation and *recommended* (5-0) that the City Council *approve* of the conditional use permit, with the conditions provided by staff.

Respectfully submitted,

A handwritten signature in black ink that reads 'Paul Saletnik'.

Paul Saletnik

Des Plaines Planning and Zoning Board, Vice Chairman

Cc: City Officials/Aldermen

Case 23-001-CU
Case 22-048-CU-V
Case 22-055-Appeal

1300 Miner
1683 Elk
1378 Margret

Conditional Use
Conditional Use - Variation
Appeal

2. Address: 1683 Elk Boulevard

Case Number: 22-048-CU-V

Update: The Planning and Zoning Board (PZB) approved the parking variation and recommended the conditional use to City Council at the December 13, 2022 meeting. However, shortly after the meeting, the Fire Prevention Bureau and Building Division re-examined the proposed use and determined the maximum fire occupancy could be increased. The original occupancy was 21 people; the new approved maximum occupancy is 49. The new calculation takes into consideration the floor plan of the building and area of the intended assembly use, excluding portions of the building that would be used for office use.

The petitioner has re-submitted this application to increase the requested number of people for the assembly use. Because the original request only estimated a maximum of 21 people, the PZB must re-evaluate the request for an assembly use with a maximum of 49 people and re-consider the request for parking variation.

Issue: The petitioner is requesting (i) a variation from the collective off-street parking requirements for the mix of uses proposed at the subject property and (ii) a conditional use permit to operate a Commercially Zoned Assembly Use in the C-3 General Commercial District.

PIN: 09-16-300-119-0000 and 09-216-300-120-0000

Petitioner: Jiju Mathew, Living Hope Church, 1683 Elk Blvd., Des Plaines, IL, 60016

Owner/Property Control: Thomas H. Ahlbeck (via Elk Creek LLC, 1651 Elk Blvd., Des Plaines, IL 60016 and Elk Boulevard LLC, 1665-1695 Elk Blvd., Des Plaines, IL 60016)

Case Number: #22-048-CU-V

Ward Number: #1, Alderman Mark Lysakowski

Existing Zoning: C-3, General Commercial

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

Surrounding Land Uses: North: Commercial buildings
South: Open space/river
East: Single Family Residence
West: Commercial Building

Case 23-001-CU	1300 Miner	Conditional Use
Case 22-048-CU-V	1683 Elk	Conditional Use - Variation
Case 22-055-Appeal	1378 Margret	Appeal

Street Classification: Elk Blvd is classified as a local street.

Comprehensive Plan : Commercial is the recommended use of the property.

Property/Zoning History: This property is one unit of a two-building, six-unit office complex (west building: 1651 Elk Blvd., east building: 1665-1695 Elk Blvd.), and is one zoning lot. The property is zoned C-3 and the uses operating at this site have consisted of commercial office space throughout the known history of the development. This site is located within the 100-year floodplain, requiring adherence to Federal Emergency Management Agency (FEMA) regulations for any construction in this location.

Project Description: The petitioner, Jiju Mathew of the Living Hope Church, is proposing a conditional use to allow a commercially zoned assembly at 1683 Elk Blvd. Specifically, the petitioner is interested in using one unit of the 1665-1695 building (east building) for worship services. The church has used this property as an office space for one year and now proposes to host worship services on Sundays and weeknights after standard business hours.

Proposed Use and Hours of Operation

1683 Elk is one unit out of six in a two-building, multi-tenant office complex (six total uses/tenants). All other tenants are classified as “office” in the Zoning Ordinance, including Ahlbeck and Company, an accounting company; a dentist office; an IT company; a video production company; and the Center of Concern, a nonprofit organization that provides housing and social services to senior and other at-risk populations.

The attached floor plan of the 1683 Elk unit includes office space and a common meeting area that the petitioner intends to use for worship services. The applicant requests a maximum of 49 people for the assembly use. The proposed hours of operation are as follows:

- 9 a.m. to 6 p.m. for hours of the office use (Tuesday through Friday; Saturday and Sunday for occasional office use)
- 5 p.m. to 10 p.m. for assembly uses on weekdays (Monday through Friday)
- 7:30 a.m. to 3 p.m. for assembly uses on Saturdays and Sundays

Generally, the hours of operation for the other tenants in this office building are Monday through Friday, 8 a.m. to 5 p.m.

Off-Street Parking

Pursuant to Section 12-9-7, commercially zoned assembly uses for places of worship are required to provide 1 space for every 60 square feet of gross floor area. For comparison, the existing office use for the 1683 space requires 1 space for every 250 square feet of gross floor area. The definition of “floor area” in Section 12-13-3 allows spaces such as restrooms, mechanical rooms, hallways, and storage areas to be excluded. The following reflects the required parking.

Address	Business	Use	Gross Floor Area	Existing Required Parking	New Required Parking
1651 Elk Blvd	Ahlbeck and Company	Office	2,673	10.69	10.69
1665 Elk Blvd	Center of Concern	Office	3,632	14.53	14.53
1677 Elk Blvd	H M S Media	Office	1,848	7.4	7.4
1683 Elk Blvd	Living Hope Church	Office (existing); Commercially Zoned Assembly (proposed)	1,727	6.9	28.78
1689 Elk Blvd	Jensen	Office	1,727	6.91	6.91
1695 Elk Blvd	Des Plaines Family Dentistry	Office	1,713	6.85	6.85
Total*				54	76
*Spaces rounded up to next whole number					

The parking lot currently includes 56 standard parking spaces and two accessible spaces (58 total) to serve the two buildings collectively. Although the 1651 Elk (office building) adjoins 1645 Elk (Pavestone Brick Paving), Pavestone is a separate zoning lot, with its own parking lot and does not use this parking area.

A minimum of three accessible spaces are required, so designating additional accessible parking spaces to satisfy Section 12-9-8 is a recommended approval condition. The spaces in front of 1683 Elk have striping for a loading zone and a handicap-accessible curb but are missing some necessary striping and signage. These may be an option for the petitioner to fulfill the condition.

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Staff determined the available parking for all tenants in the complex – *without* the proposed assembly use – meets the requirement. Section 12-9-3.A provides that required parking may be provided collectively. Adding the assembly use increases the total requirement to 76, making the parking lot 18 spaces short of the requirement without the practical ability to add more.

The petitioner’s narrative states a maximum of 35 spaces would be used in this parking lot for this use. However, it is important to note the assembly use is not proposed to overlap in hours with the other office uses. The petitioner states in the attached Response to Standards that no tenants in this office complex currently operate on Sunday, and therefore the parking lot would not be in regular use by the other businesses in the complex on this day of the week. Note the neighboring tenants do not have hours of operation after 5 p.m. on any day of the week, leaving many spaces unoccupied. The petitioner’s narrative also states the attendees will be mostly comprised of families, anticipating a maximum of 30 families in attendance with many in the same vehicle rather than driving separately.

The attached Parking Study completed in October 2022 indicates an average of 32 spaces are occupied on a weekday and average of two spaces occupied on Sundays. Additionally, the church requests to use the space on occasional evenings for meetings or other worship activities, intending to operate after 5 p.m. and not exceeding 20 attendees.

Standards for Variation

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

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

Comment: The existing 58 parking spaces are not sufficient to meet the parking requirement for the proposed mix of uses on this property. However, the proposed use will operate after business hours of the other tenants in this office complex. In addition, many attendees are in the same family and would likely come to the property together in one vehicle.

Without the variation, to meet the existing parking requirements the occupants and/or the property owner would need to (i) expand the parking lot to accommodate the proposed

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assembly use or (ii) acquire or sign a parking agreement with property owners with available parking on nearby parcels to meet the collective parking requirements in Section 12-9-3. In staff's view, the second option would necessitate pedestrian crossings of Elk Boulevard where there is not a convenient or reasonably close pedestrian crossing.

As discussed in Standard 2 below, expansion of the parking area is not feasible due to physical constraints. Due the limitations on the size of the assembly and the location of the property, it presents a hardship and practical difficulty to meet the parking requirements in Section 12-9-7.

PZB Additions or Modifications (if necessary): _____

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

Comment: 1683 Elk is a small space within a 100-year floodplain in close proximity to the river and a water feature to the south, which presents constraints to construction and expansion of impervious surface (parking lot) due to local and federal regulations.

If required to meet collective parking standards pursuant to Section 12-9-7, the acquisition of other parking areas would also present a challenge due to the location. The collective parking requirements limit the location of any off-street parking spaces to properties that are partially or fully unoccupied (i.e., no existing uses) within 1,000 feet of the subject parcel. There are few available vacant or partially vacant properties within 1,000 feet that could provide an additional 18 parking spaces, and anything across the street might induce unsafe crossings.

PZB Additions or Modifications (if necessary): _____

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

Comment: At the time of construction, the site met parking requirements and did not have the same physical constraints (floodplain and development of the surrounding parcels) that now limit the expansion of the parking lot. When constructed, an assembly use was not envisioned to occupy any of the office spaces. However, it is increasingly common for churches and other places of worship to occupy office spaces, as it is often more economical for smaller churches to lease existing properties rather than purchasing or constructing new facilities.

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PZB Additions or Modifications (if necessary): _____

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

Comment: If the variation is not approved, the conditional use could not be granted because parking requirements for the new mixture of uses could not be satisfied due to the physical limitations of the site, discussed in Standard 2.

PZB Additions or Modifications (if necessary): _____

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

Comment: This variation would not constitute a special privilege for the occupant. It is a reasonable request in this circumstance to reduce the parking standards due to the physical limitations of the property.

PZB Additions or Modifications (if necessary): _____

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

Comment: As discussed in the petitioner's narrative, the petitioner and property owner have confirmed with neighbors that the use of the parking spaces on Sunday and after hours would not disturb their business activities. A parking agreement exists between the property owner and petitioner discussing the exact hours and spaces allocated for Living Hope Church to ensure the proposed use is in harmony with the other tenants and that off-street parking demand is met to limit any potential nuisance to the neighborhood.

PZB Additions or Modifications (if necessary): _____

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

Comment: Expansion of the parking lot to accommodate the new use would be challenging due to the location in the floodplain, constraints with the existing water feature to the south, and the fact the area surrounding this site is already fully developed. If the church were required to find additional parking elsewhere, it would be challenging to meet the collective parking requirements section of the Zoning Ordinance; the petitioner or the property owner would need to locate and sign an agreement with the owner of a parcel within an allowable distance of 1683 Elk, with available parking that could accommodate

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this use. This would be unnecessary, as the narrative discusses the lack of overlap in the hours of operation of the other tenants and the availability of parking during the proposed hours of service.

PZB Additions or Modifications (if necessary): _____

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

Comment: This is the minimum required relief needed to alleviate the hardship.

PZB Additions or Modifications (if necessary): _____

Standards for Conditional Use

The following is a discussion of standards for zoning amendments from Section 12-3-4(E) of the Zoning Ordinance. Rationale for how the proposed amendments would satisfy the standards is provided below and in the petitioner’s response to standards. The PZB may use this rationale toward its recommendation, or the Board may make up its own.

1. The proposed Conditional Use is in fact a Conditional Use established within the specific Zoning district involved:

Comment: Commercially zoned assembly use requires a conditional use permit in the C-3 Zoning District.

PZB Additions or Modifications (if necessary): _____

2. The proposed Conditional Use is in accordance with the objectives of the City’s Comprehensive Plan:

Comment: Although his use would not conflict with any overarching policies of the comprehensive plan, the 2019 Comprehensive Plan illustrates this area to be used for commercial activities.

PZB Additions or Modifications (if necessary): _____

3. 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: All uses will be located within an existing building; no changes to the appearance are proposed. The worship services will occur indoors. Although an office complex, this use will not alter the appearance of this property and will not result in excess traffic or deliveries.

PZB Additions or Modifications (if necessary): _____

4. The proposed Conditional Use is not hazardous or disturbing to existing neighboring uses:

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Comment: As discussed in the Petitioner's Response to Standards, the petitioner discussed the proposed worship services with each of the existing tenants in the office complex and confirmed no businesses operate on Sunday. The businesses in this complex operate during typical business hours, 8 a.m. to 5 p.m. The proposed worship services will occur between 7:30 a.m. and 3 p.m. on weekends and no activities after 10 p.m. are proposed after business hours during weeknights. Parking can be accommodated on site and will not require any overflow parking into the adjacent neighborhood.

PZB Additions or Modifications (if necessary): _____

- 5. The proposed Conditional Use is to be served adequately by essential public facilities and services, such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools; or, agencies responsible for establishing the Conditional Use shall provide adequately any such services:**

Comment: The existing building has been adequately served by essential public facilities and services. Staff has no concerns that the proposed use will not be adequately served with essential public facilities and services.

PZB Additions or Modifications (if necessary): _____

- 6. The proposed Conditional Use does not create excessive additional requirements at public expense for public facilities and services and will not be detrimental to the economic well-being of the entire community:**

Comment: The proposed use would neither create a burden on public facilities, nor would it be a detriment to the economic well-being of the community.

PZB Additions or Modifications (if necessary): _____

- 7. The proposed Conditional Use does not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke fumes, glare or odors:**

Comment: As discussed in this staff report and the Petitioner's Narrative and Response to Standards, the hours of operation for the proposed uses do not overlap with the hours of operation for the other existing tenants; therefore, the parking demand of this request would be met. No larger truck traffic will be generated by any uses. All proposed activities would take place inside the building reducing any noise, smoke fumes, light, glare, odors, or other concerns.

PZB Additions or Modifications (if necessary): _____

- 8. The proposed Conditional Use provides vehicular access to the property designed so that it does not create an interference with traffic on surrounding public**

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thoroughfares:

Comment: Vehicular access will continue to be provided through one access point on Elk Blvd. This use will generate new traffic and parking on Saturdays and Sundays. However, the site is located on Elk Blvd, a generally low-traffic connection between Rand Road and River Road with two lanes of traffic in either direction, and near two arterial roads; therefore, the existing street network is capable of accommodating new traffic. The number of vehicles entering/exiting the parking lot would not exceed the number of vehicles typically located at the site Monday through Friday. As discussed in the parking section of this report, adequate parking would be available for this use given the worship services will not overlap with the normal business owners of the other businesses in the complex. Refer to the Parking Study for additional details.

PZB Additions or Modifications (if necessary): _____

9. The proposed Conditional Use does not result in the destruction, loss, or damage of natural, scenic, or historic features of major importance:

Comment: The subject property is within an existing building and thus would not result in the loss or damage of natural, scenic, or historic features. No new development is proposed for this site.

PZB Additions or Modifications (if necessary): _____

10. The proposed Conditional Use complies with all additional regulations in the Zoning Ordinance specific to the Conditional Use requested:

Comment: The proposed uses comply with all applicable requirements as stated in the Zoning Ordinance. A Standard Variation for parking is necessary and submitted concurrently with this application to provide relief to the parking standards for this conditional use.

PZB Additions or Modifications (if necessary): _____

PZB Procedure and Recommended Conditions: There are two requests upon which the PZB must take action. First, a Standard Variation, for which the PZB is the deciding body, and second, a recommendation to the City Council regarding a conditional use permit.

Standard Variation

Pursuant to Sections 12-3-6(F), (I), and (J) of the Zoning Ordinance, the PZB may vote to approve, approve with conditions, deny, or approve relief less than requested. The request is to vary the off-street parking requirement for the proposed mix of uses, which includes a commercially zoned assembly, from 76 spaces to 58 total spaces. This relief is 24 percent of the requirement, which falls under a Standard Variation (up to 30 percent relief).

If the variation fails, consideration of the conditional use will be moot.

Conditional Use

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Pursuant to Section 12-3-4(E) of the Zoning Ordinance, the PZB may vote to *recommend* approval, approval with modifications, or denial of the conditional use. The City Council has final authority over this request.

Should the PZB vote to approve the variation and recommend approval of the conditional use, staff suggests the following conditions:

Recommend Conditions of Approval:

1. The Subject Property shall only be used for the Activities during the following times:
 - a. 9 a.m. to 6 p.m. for hours of the office use (Tuesday through Friday; Saturday and Sunday for employees, as needed).
 - b. 5 p.m. to 10 p.m. for assembly uses on weeknights (Monday through Friday).
 - c. 7:30 a.m. to 3 p.m. for assembly uses on Saturdays and Sundays.
 - d. Any other hours of operation that are approved by the Director of Community and Economic Development.
2. Additional accessible parking for the development shall be located on site to meet the mobility accessible standards pursuant to Section 12-9-8.
3. The Activities and the Subject Property must comply at all times with the maximum occupancy load determined by the Fire Department.

Attachments:

- Attachment 1: Location Map
- Attachment 2: Site and Context Photos
- Attachment 3: Project Narrative and Responses to Standards
- Attachment 4: Parking Study
- Attachment 5: Floor Plan
- Attachment 6: Plat of Survey/Site Plan

Vice Chair Saletnik swore in Jimi Vilson – Petitioner and Pastor of Living Hope Church. He explained that he is back after getting Planning and Zoning Board (PZB) approval of the parking variation and recommended the conditional use to City Council at the December 13, 2022 meeting. Shortly after the meeting, the Fire Prevention Bureau and Building Division re-examined the proposed use and determined the maximum fire occupancy could be increased from 21 to the new approved maximum occupancy is 49. Mr. Vilson stated that his church currently has 35 adult members. He would like the Conditional Use so they can have all members at the same service instead of having to split them up. Mr. Vilson believe that the Church is a benefit to the City of Des Plaines. They believe in caring for the needs of their neighbors.

Vice Chairman Saletnik asked about parking and if the times would change. Mr. Vilson shared the traffic study which shows ample parking during the times of worship services. He also stated that they are looking for the same times approved before, as listed in the staff report.

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A motion was made by Board Member Weaver and seconded by Board Member Hofherr to approve a standard variation from the collective off-street parking requirements.

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

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

A motion was made by Board Member Weaver seconded by Board Member Hofherr to recommend approval of the conditional use permit to operate a Commercially Zoned Assembly Use in the C-3 General Commercial District with the following three conditions.

1. The Subject Property shall only be used for the Activities during the following times:
 - a. 9 a.m. to 6 p.m. for hours of the office use (Tuesday through Friday; Saturday and Sunday for employees, as needed).
 - b. 5 p.m. to 10 p.m. for assembly uses on weeknights (Monday through Friday).
 - c. 7:30 a.m. to 3 p.m. for assembly uses on Saturdays and Sundays.
 - d. Any other hours of operation that are approved by the Director of Community and Economic Development.
2. Additional accessible parking for the development shall be located on site to meet the mobility accessible standards pursuant to Section 12-9-8.
3. The Activities and the Subject Property must comply at all times with the maximum occupancy load determined by the Fire Department.

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

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

CITY OF DES PLAINES

ORDINANCE Z - 4 - 23

AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT TO OPERATE A COMMERCIAL ZONED ASSEMBLY USE AT 1683 ELK BOULEVARD, DES PLAINES, ILLINOIS. (Case # 22-048-CU).

WHEREAS, Elk Creek LLC ("**Owner**") is the owner of the property commonly known as 1651-1683 Elk Boulevard, Des Plaines, Illinois ("**Subject Property**"); and

WHEREAS, the Subject Property is improved with a commercial building containing 6 commercial units ("**Building**") and a 58-space parking lot, and is located in the C-3 General Commercial District of the City ("**C-3 District**"); and

WHEREAS, the Living Hope Church ("**Petitioner**") is the lessee of the unit with in the Building commonly known as 1683 Elk Boulevard, Des Plaines, Illinois ("**Tenant Space**"); and

WHEREAS, Petitioner desires to operate a Commercial Zoned Assembly Use within the Tenant Space on the Subject Property ("**Proposed Use**"); 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, pursuant to Section 12-9-7, the Subject Property is required to provide a total of 76 parking spaces to accommodate the existing uses on the Subject Property and the Proposed Use; and

WHEREAS, in order to operate the Proposed Use on the Subject Property, and pursuant to Section 12-3-4 of the Zoning Ordinance, Petitioner filed, with the consent of the Owner, an application with the City for the approval of a new conditional use permit for the operation of the Proposed Use on the Subject Property ("**Conditional Use Permit**"); and a variation from Section 12-9-7 to reduce the number of required parking spaces for the Subject Property from 76 to 58 ("**Variation**"); 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 January 24, 2023 pursuant to notice published in the *Des Plaines Journal* on January 4, 2023; 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 12-3-6 of the Zoning Ordinance, the PZB, by a vote of 5-0, approved the Petitioner's application for the Variation; and

WHEREAS, pursuant to Section 12-3-4 of the Zoning Ordinance, the PZB filed a written report with the City Council on January 25, 2023, summarizing the testimony and evidence received by the PZB and stating the Board's recommendation, by a vote of 5-0, to approve the Conditional Use Permit, subject to certain terms and conditions; and

WHEREAS, the Petitioner made representations to the PZB with respect to the Conditional Use Permit which representations are hereby found by the City Council to be material and upon which the City Council relies in approving 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 January 24, 2023, and has determined that it is in the best interest of the City and the public to approve the Conditional Use Permit 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:

THAT PART OF LOTS 5 AND 6 IN KRUSE'S SUBDIVISION OF LOT 14 IN HODGEE SUBDIVISION OF PART OF SECTIONS 16 AND 17, TOWNSHIP 41 NORTH, MNGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHERLY OF THE MOST SOUTHERLY LINE OF THAT PORTION OF SAID LOT 6 CONDEMNED BY THE DEPARTMENT OF PUBLIC WORKS IN CASE #59, SUPERIOR 5468, EXCEPT THAT PART LYING SOUTH OF A LINE DESCRIBED AS FOLLOWS: BEGINNING

AT A POINT ON THE EAST LINE OF LOT 6 AFORESAID 125.00 FEET NORTH 10" 30'48" EAST OF THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 77' 14' 10" WEST 166.99 FEET; THENCE NORTH 78" 00'00" WEST 80.0 FEET; AND ALSO EXCEPT THAT PART LYING WEST OF A LINE DRAWN FROM A POINT ON THE SOUTH LINE OF LOT 5 AFORESAID 45.29 FEET EAST OF THE SOUTHWEST CORNER OF LOT 5 TO A POINT ON THE SOUTHERLY LINE OF PROPERTY CONDEMNED BY THE DEPARTMENT OF PUBLIC WORKS IN CASE #59, SUPERIOR 5468, SAID POINT BEING NORTH 76' 14'39"EAST 68.85 FEET OF THE WEST LINE OF LOT 5, IN COOK COUNTY, ILLINOIS. CONTAINING 43,677 SQUARE FEET OR 1.00 ACRES MORE OR LESS.

PINS: 09-16-300-119-0000 AND 09-216-300-120-0000

Commonly known as 1683 Elk Blvd, 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 with the Tenant Space 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 the Petitioner:

1. The Project Narrative, prepared by the Petitioner, consisting of three pages, and undated, a copy of which is attached to and made a part of this Ordinance as *Exhibit A*; and
2. The Floor Plans, prepared by Absolute Architecture PC, consisting of two sheets, and undated, a copy of which is attached to and made a part of this Ordinance as *Exhibit B*; and
3. The Parking Lot Striping Plan, prepared by Absolute Architecture PC, consisting of one sheet, and with a latest revision date of September 25, 2018, a copy of which is attached to and made a part of this Ordinance as *Exhibit C*.

C. Other Conditions.

1. The Subject Property may only be used for the Proposed Use for specific activities and during specific times as follows, unless otherwise approved in writing by the Director of Community and Economic Development:

- a. Office uses related to the Proposed Use:
 - i. Employees and the Public: from 9 a.m. to 6 p.m. Tuesday through Friday.
 - ii. Employees only: 9:00 a.m. to 6:00 p.m. Saturday and Sunday.
- b. Assembly use activities related to the Proposed Use:
 - i. Monday through Friday: 5:00 p.m. to 10:00 p.m.
 - ii. Saturday and Sunday: 7:30 a.m. to 3:00 p.m.

2. Additional accessible parking spaces must be located on the Subject Property sufficient to satisfy the mobility accessible standards set forth in Section 12-9-8 within 90 days of the passage of this Ordinance.

3. The Proposed Use, the Tenant Space, and the Subject Property must comply at all times with the maximum occupancy load as determined by the Fire Department.

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 \$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 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 the Petitioner. Nothing in this Ordinance shall be deemed to allow the Petitioner to transfer any of the rights or interests granted herein to any other person or entity without the prior approval of the City Council by a duly adopted amendment to this Ordinance.

SECTION 7. SEVERABILITY. If any paragraph, section, clause or provision of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

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

- A. its passage, approval and publication in pamphlet form as provided by law;
- B. the filing with the City Clerk by the Petitioner and 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.

PASSED this _____ day of _____, 2023.

APPROVED this _____ day of _____, 2023.

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 Approving a Conditional Use Permit (CUP) at 1683 Elk Blvd



Living Hope

1683 Elk Boulevard, Des Plaines, IL 60016

pastors@onelivinghope.com · admin@onelivinghope.com

City of Des Plaines
Planning and Zoning Division
Community and Economic Development Department
1420 Miner Street
Des Plaines, IL 60016

TO WHOM IT MAY CONCERN:

Living Hope Church respectfully requests approval for a conditional use permit and a standard variation for parking of its current church office, located at 1683 Elk Boulevard in Des Plaines, as its regular place of worship and meeting for a period of two to three years.

We had originally submitted our application on October 17th, where the fire department approved of the code based on the number of people we were expecting indicated clearly in our narrative however within a few days prior to the public hearing on December 13th, the fire department confirmed the maximum occupancy of 21. We are now re-submitting and revising our application for a conditional use permit due because we have received confirmation that the maximum occupancy has changed from 21 to 49.

Living Hope Church currently has four employees as listed here:

- Jiju Mathew, Co-Lead Pastor;
- Jimi Vilson, Co-Lead Pastor;
- Nigel Probert, Intentional Transitional Pastor (until the end of March 2023); and
- Mabel Philip, Communication Coordinator.

Living Hope would like to use our commercial zoned office space for worship on Sundays. The following hours listed would be our hours of operation for a typical office administration use and assembly use:

- 9 A.M. to 6 P.M. for hours for office use (Tuesday through Friday; Saturday/Sunday for employees, as needed)
- 5 P.M. to 10 P.M. for assembly uses on weeknights (Monday through Friday)
- 7 A.M. to 3 P.M. for assembly uses on Saturdays and Sundays

The maximum families we have is about 30 units but on a typical given Sunday, we have 12-16 family units attending Sunday worship service. We are expecting to utilize 28 to 35 parking spaces in the lot.

We would continue using the church office for the employees as stated above in addition to meetings on weeknights or weekends as needed. We likely will use the church office one to two nights per week on a regular basis.

At most, we expect 20 people in attendance on a weeknight. We may also want to use the church office to host special ministry events. For example, we may host a small group of women for a conference or have a youth group night.

We are requesting a standard variation to reduce the parking requirement for this property to accommodate the worship service use. Per the City of Des Plaines, the entire office complex would require 76 spaces to meet parking requirements with this new use. We are requesting a reduction of 58 spaces, the total number of spaces on site. As discussed, the other uses on site do not have hours of operation overlapping with our proposed use, and therefore we respectfully request a variation.

Our current landlord has asked and received affirmations from the businesses within the complex regarding this situation—use on Sundays for worship services. Weeknight use should not pose a problem for these businesses since our meetings are after normal business hours. We will use the parking lot, which should be ample space given our current number of congregants, for weeknight meetings and weekend use.

Furthermore, we have an existing shared use agreement for parking facilities with our current landlord confirming that this proposed use will not cause any disturbance to our neighbors within the office complex. Here are the terms:

USE OF FACILITIES

Neither party shall have exclusive use of the facilities, but they shall be always shared and in particular:

- 5 of the undesignated parking spaces in the parking lot at 1665-1695 Elk Boulevard owned by Elk Creek LLC will be available for the use of Living Hope Church, a 501(c)(3) nonprofit at all times in accordance with the lease. This will apply during normal business hours will be 9 a.m. to 5 p.m.
- A total of 26 of the undesignated spaces in the parking lot located at 1651-1695 Elk Boulevard owned by either Elk Creek LLC or 1651 Elk Boulevard LLC will be available for the use of the Living Hope Church, a 501(c)(3) non-profit outside of normal business hours including primarily evenings and Saturdays.

- A total of 53 of the spaces in the parking lot located at 1651-1695 Elk Boulevard owned by Elk Boulevard or Elk Creek LLC will be available for the use of Living Hope Church, a 501(c)(3) non-profit from 6 a.m. to 2 p.m. on Sundays.

Thank you for taking the time to review our application.

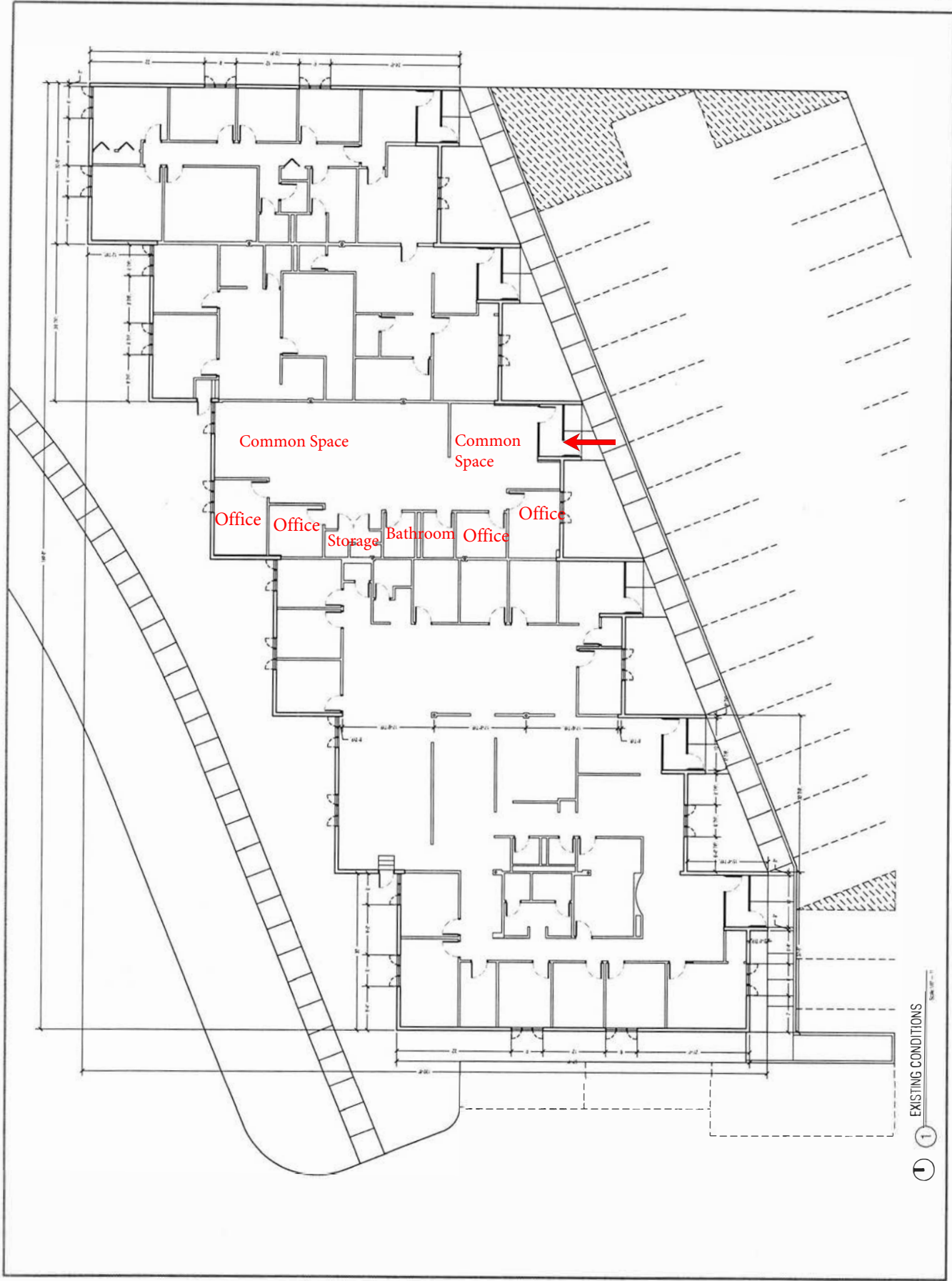
Sincerely,



Jiju Mathew, Co-Lead Pastor

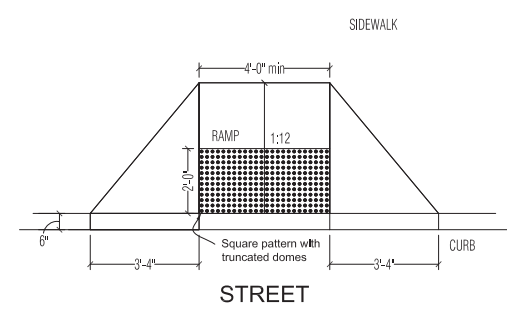
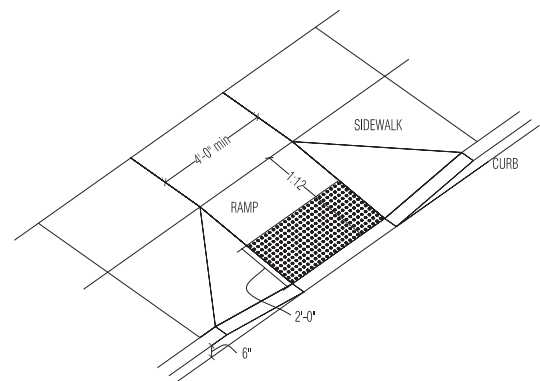


Jimi Vilson, Co-Lead Pastor



1 EXISTING CONDITIONS

NOTE OF COPYRIGHT: THESE DOCUMENTS WERE PREPARED BY THE DESIGN PROFESSIONAL FIRM AND ARE TO BE CONSIDERED INSTRUMENTS OF SERVICE FOR THE EXCLUSIVE USE OF THE CLIENT. ANY REPRODUCTION OR USE OF THESE INSTRUMENTS OF SERVICE FOR ANY OTHER THAN THE EXCLUSIVE USE OF THE CLIENT IS PROHIBITED. THE DESIGN PROFESSIONAL FIRM SHALL NOT BE RESPONSIBLE FOR THE ACCURACY, COMPLETENESS, OR CONSISTENCY OF THE INSTRUMENTS OF SERVICE ACCEPTED FOR THE CLIENT'S USE. THE CLIENT SHALL BE RESPONSIBLE FOR THE ACCURACY, COMPLETENESS, OR CONSISTENCY OF THE INSTRUMENTS OF SERVICE ACCEPTED FOR THE CLIENT'S USE. THE DESIGN PROFESSIONAL FIRM SHALL NOT BE RESPONSIBLE FOR THE ACCURACY, COMPLETENESS, OR CONSISTENCY OF THE INSTRUMENTS OF SERVICE ACCEPTED FOR THE CLIENT'S USE. THE CLIENT SHALL BE RESPONSIBLE FOR THE ACCURACY, COMPLETENESS, OR CONSISTENCY OF THE INSTRUMENTS OF SERVICE ACCEPTED FOR THE CLIENT'S USE.



② HC CURB CUT
Scale: 3/8" = 1'

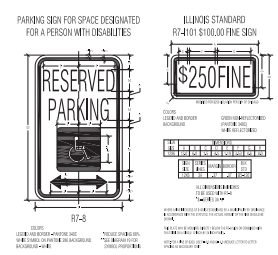
ACCESSIBLE PARKING SPACES SHALL BE DESIGNATED AS RESERVED FOR ENVIRONMENTALLY LIMITED PERSONS BY PROVIDING A R-7-S (SEE DEPARTMENT OF TRANSPORTATION STANDARD) SIGN WHICH CONTAINS THE INTERNATIONAL SYMBOL OF ACCESSIBILITY.

SIGNS SHALL BE VERTICALLY MOUNTED ON A POST OR WALL AT FRONT CENTER OF THE PARKING SPACE. NO MORE THAN 5 FEET HORIZONTALLY FROM THE FRONT OF THE PARKING SPACE AND SET A MINIMUM OF 5 FEET FROM FINISHED GRADE TO THE BOTTOM OF THE SIGN.

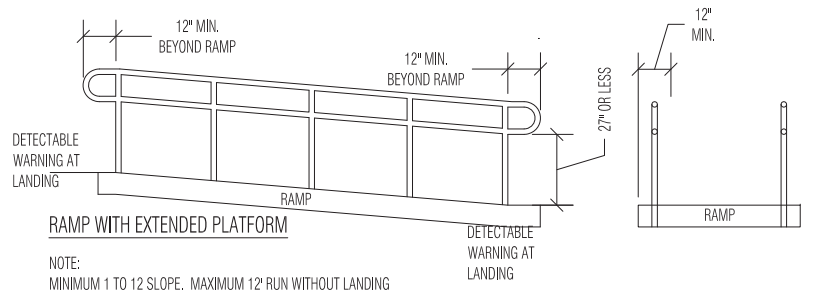
LOCATE SIGN ON-CENTER WITHIN THE 11 PARKING SPACE.

SUCH SIGNS SHALL BE LOCATED SO THEY CANNOT BE OCCUPIED BY A VEHICLE PARKED IN THE SPACE.

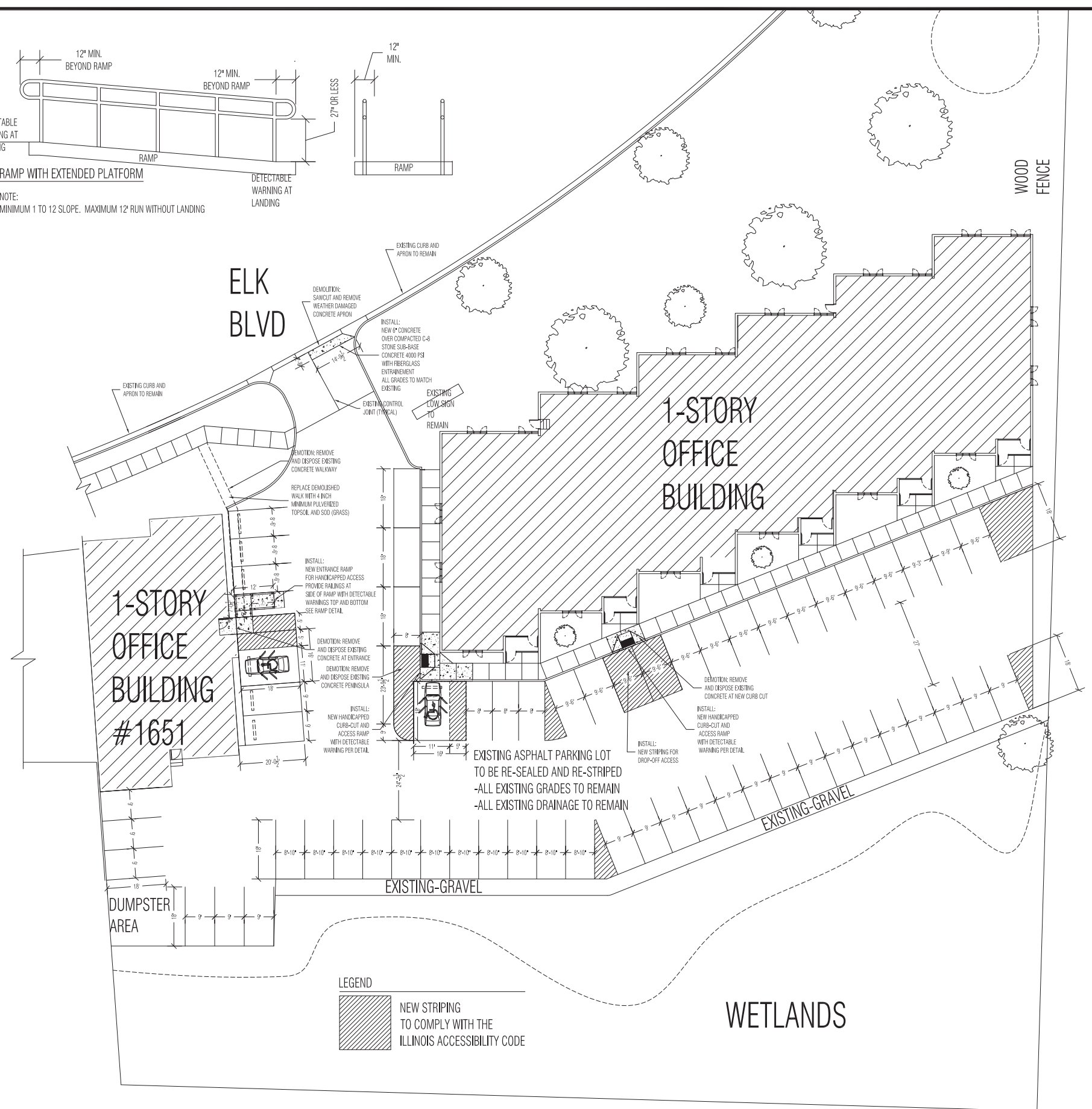
COMPLY FULLY TO IBC SECTION 403.10(C)(7)



① HC PARKING SIGNAGE
Scale: 1" = 1'



RAMP WITH EXTENDED PLATFORM
NOTE: MINIMUM 1 TO 12 SLOPE. MAXIMUM 12' RUN WITHOUT LANDING



① PROPOSED PARKING LOT STRIPING
Scale: 1/16" = 1'

APPROVAL STAMPS

James A. Kapche, A.I.A.
Illinois License 001-011501
Expiration 11-2018

ARCHITECT'S CERTIFICATION

I hereby certify that these plans were prepared under my direct supervision and to the best of my professional knowledge they conform to the building codes adopted by the building authority with jurisdiction THE CITY OF DESPLAINES IL

ABSOLUTE ARCHITECTURE PC
ILLINOIS DESIGN FIRM # 164003856
1922 NORTH MENDELL STREET
CHICAGO, ILLINOIS 60642
PH: 312.263.7345 - FAX: 312.263.7346

PROJECT TITLE

RE-STRIPING OF EXTERIOR PARKING LOT
COMMERCIAL OFFICE BUILDING COMPLEX
1651 - 1695 ELK BLVD
Des Plaines, Illinois

ISSUED/REVISED	DATE	DESCRIPTION
1	08/25/2018	ISSUED FOR PERMIT
2		
3		
4		
5		
6		
7		
8		
9		

PROJECT NO: 18019.00
SHEET DESCRIPTION

PARKING LOT STRIPING

SHEET NUMBER

SP.1

EXHIBIT D

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Elk Creek LLC ("**Owner**") is the owner of the property commonly known as 1651-1683 Elk Boulevard, Des Plaines, Illinois ("**Subject Property**"); and

WHEREAS, the Living Hope Church ("**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 portion of the Subject Property commonly known as 1683 Elk Boulevard, 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-4-23 adopted by the City Council of the City of Des Plaines on _____, 2023 ("**Ordinance**"), grants approval of the Conditional Use Permit, subject to certain conditions; and

WHEREAS, the Petitioner and the Owner desire to evidence to the City their unconditional agreement and consent to accept and abide by each of the terms, conditions, and limitations set forth in said Ordinance, and its consent to recording the Ordinance and this Unconditional Agreement and Consent against the Subject Property;

NOW, THEREFORE, the Petitioner and the Owner do hereby agree and covenant as follows:

1. The Petitioner and the Owner hereby unconditionally agree to accept, consent to and abide by all of the terms, conditions, restrictions, and provisions of that certain Ordinance No. Z-4-23, adopted by the City Council on _____, 2023.
2. The Petitioner and the Owner acknowledge and agree that the City is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the City's review and approval of any plans for the Subject Property, or the issuance of any permits for the use and development of the Subject Property, and that the City's review and approval of any such plans and issuance of any such permits does not, and shall not, in any way, be deemed to insure the Petitioner or the Owner against damage or injury of any kind and at any time.
3. The Petitioner and the Owner acknowledge that the public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, have considered the possibility of the revocation provided for in the Ordinance, and agree not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the procedures required by Section 12-4-7 of the City's Zoning Ordinance are followed.

4. The 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. The 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:

ELK CREEK LLC

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

LIVING HOPE CHURCH

By: _____

By: _____

Title: _____

Title: _____



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: February 9, 2023
To: Michael G. Bartholomew, City Manager
From: John T. Carlisle, AICP, Director of Community and Economic Development *JTC*
Subject: Zoning Text Amendments Regarding the Procedure for Minor Variations

Issue: Consider Zoning Ordinance amendments that would allow the Zoning Administrator to determine that Minor Variation requests, upon which the Administrator has the authority to decide, may also be escalated to be decided by the City Council.

PIN: Citywide
Petitioner: City of Des Plaines, 1420 Miner Street, Des Plaines, IL 60016
Case Number: #23-003-TA
Project Summary: The City of Des Plaines is applying for zoning text amendments to the variation procedure.

Background and Purpose

Section 12-3-6 of the Zoning Ordinance establishes three types of variations and the procedures for each: Minor, Standard, and Major. Currently Minor Variations must be decided by the Zoning Administrator with the following outcomes: approved, approved with modifications/conditions, or denied. These variations include the following instances (paraphrased from the Ordinance):

- Vary any required front, side, or rear yard setback by no more than thirty percent (30%);
- Vary the height, type, and location of any fence (but no barbed wire may be allowed within a residential district);
- Allow replacement or expansion of an existing residential detached garage located in a residential district, or the expansion of an existing structure located within a residential district, when the replacement or expansion would not further encroach into the required side yard;
- Vary the location of accessory structures for lots that are "double frontage lots" or lots that are both "corner" and "double frontage lots" (lots at the end of a block with three street frontages), where the construction or installation of an accessory structure is between the principal structure and the street of secondary frontage (generally bordering busy or industrial streets);
- Vary the size, location, and number of parking or driveway areas as established in the driveway rules (Sections 12-9-6.B.3 and C. of the Ordinance) when a property improved with a residential single-family detached dwelling cannot accommodate two parking spaces within a garage, carport, on a

surface driveway or a combination (but cannot be granted if the result is more than two parking spaces on the property);

- Vary the Building Design Review Standards;
- Vary the open storage requirements in the M-2 District; and
- Vary the minimum distance from a lot line for a driveway in a required yard in the R-1 and R-2 Districts or in any other district where the property has a single-family detached dwelling.

The ability to provide relief administratively, without a full public hearing and approval of either a board or council, is common among municipal zoning ordinances. This approval avenue is seen to allow small relief from the code when there is essentially no wide-reaching effect on a property’s surrounding neighborhood or the city overall. In 2021 the City Council passed Ordinance Z-42-21, which eliminated the fee for Minor Variations, reinforcing their role in the City’s approval process and making them generally less costly for applicants. As part of the basis for this, the Council recognized the most common source of Minor Variation requests are owners or residents of single-family detached residences. Occasionally there are requests from townhome residents/owners, and less frequently, there are non-residential requests from, for example, an industrial property or a utility company.

By far the most common type of request is related to fences or screening; requesters want a fence that is either taller or opaquer than allowed, in a non-permitted location, or a combination of these. Research of recent Minor Variation cases shows that the vast majority have been approved or approved with conditions.

Year	Approvals or Approvals with Conditions	Denials	Total Requests
2022	12	1	13
2021	8	1	9
2020	6	1	7

Nonetheless, there are occasional denials. Any approval requires the Zoning Administrator to consider the eight Findings of Fact pursuant to Section 12-3-6. Examples of these findings include determining there is a practical hardship preventing compliance, a physical uniqueness related to existing lots or structures, and a demonstrated exhaustion of all other reasonable remedies for complying with the Ordinance. If the Zoning Administrator’s opinion is that these findings cannot be made because the petition has not presented sufficient evidence, a denial is the Administrator’s appropriate action.

While there is a current appeal option (heard and decided by the Planning and Zoning Board) under the Ordinance (Section 12-3-9), a more time-efficient process in certain circumstances would be to allow the Zoning Administrator to treat a Minor Variation like it is a non-administrative application – in other words, a request that will go to the PZB for a public hearing and recommendation and subsequently to the City Council for a final vote. Although these instances are generally rare, when the Zoning Administrator believes a request is sensitive or controversial enough that those duly elected should ultimately decide its outcome, there is currently no procedural allowance for this path. The proposed amendments are intended to add this option for the Zoning Administrator.

Proposed Amendments

The full proposed amendments are in attached Ordinance Z-5-23 and summarized below:

- **Section 12-3-6.E.2: Procedure for Review and Decision**
 - Added language to express that because of the nature of an application for minor variation, it should be decided by the City Council in accordance with the procedures for a major variation.
- **Section 12-2-6: Decision Making Diagram**

- Update to correspond with Section 12-3-6.E.2.

In the instances where a Minor Variation has been elevated to be determined by the City Council as if it were a Major Variation, notice of the public hearing to be held by the PZB (recommendation vote) will be required. What is *not* proposed to change is the lack of application fee for these Minor Variations. Regardless of whether the Zoning Administrator chooses to decide upon them or escalate them to be decided by the City Council, there will remain no application fee.

Planning and Zoning Board (PZB) Recommendation

The PZB convened a public hearing on January 10, 2023 pursuant to due notice and considered the application for amendments based on the Standards for Amendments from Section 12-3-7.E of the Zoning Ordinance. Rationale for how the proposed amendments would satisfy the standards is included in the attached excerpt from the PZB meeting minutes. The Board voted 5-0 to *recommend* approval. A summary of the hearing and recommendation are included in the attached memo from the PZB Vice Chair.

City Council Action: Under Section 12-3-7 of the Zoning Ordinance, the City Council may approve, approve with modifications, or deny the above-mentioned amendments.

Attachments:

- Attachment 1: PZB Recommendation Memo from Vice Chair Saletnik
- Attachment 2: Excerpt from PZB Meeting Minutes of January 10, 2023

Ordinance:

Z-5-23

Exhibits:

- Exhibit A: Proposed Amendments to Section 12-2-6: Decision Making Diagram



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

February 2, 2023

Mayor Goczkowski and Des Plaines City Council, CITY OF DES PLAINES

Subject: Planning and Zoning Board, Zoning Text Amendments, Case # 23-003-TA
RE: Consideration of Zoning Text Amendments Regarding Definition of “Park” and Associated Off-Street Parking Requirement

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board (PZB) convened a public hearing pursuant to due notice on January 10, 2023 to consider text amendment requests to the Zoning Ordinance related to the Minor Variation procedure. Specifically, the proposed amendments would allow the Zoning Administrator, who currently has final authority on all minor variations, to refer an application to be reviewed by the PZB and ultimately decided by the City Council, akin to a major variation.

1. Staff, on behalf of the City, presented the background and rationale of the amendments, including research on recent history of Minor Variations, the current process, and why some variation requests that fall within the “minor” category are nonetheless sensitive and should be decided by elected officials.
2. The PZB commented that for sensitive cases, the revised process would make sense.
3. No members of the public spoke on this request.
4. The PZB *recommended* (5-0) that the City Council *approve* of the requested text amendments as written in the staff report.

Respectfully submitted,

A handwritten signature in black ink that reads 'Paul Saletnik'.

Paul Saletnik
Des Plaines Planning and Zoning Board, Vice Chair
Cc: City Officials/Aldermen

Case 22-054-CU
Case 23-002-TA
Case 23-003-TA

827 Elmhurst Road
Citywide
Citywide

Conditional Use
Text Amendment
Text Amendment

4. Address: Citywide

Case Number: 23-003-TA

The petitioner is requesting text amendments to the Zoning Ordinance related to the procedure for variation requests and any other amendments or relief as may be necessary.

PIN: Citywide

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

Case Number: #23-003-TA

Project Summary: The City of Des Plaines is applying for zoning text amendments to the Zoning Ordinance related to the procedure for variation requests and any other amendments or relief as may be necessary

Background and Purpose

Section 12-3-6 of the Zoning Ordinance establishes three types of variations and the procedures for each: Minor, Standard, and Major. Currently Minor Variations must be decided by the Zoning Administrator with the following outcomes: approved, approved with modifications/conditions, or denied. These variations include the following instances (paraphrased from the Ordinance):

- Vary any required front, side, or rear yard setback by no more than thirty percent (30%);
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- Vary the Building Design Review Standards.
- Vary the open storage requirements in the M-2 District; and

Case 22-054-CU
Case 23-002-TA
Case 23-003-TA

827 Elmhurst Road
Citywide
Citywide

Conditional Use
Text Amendment
Text Amendment

- Vary the minimum distance from a lot line for a driveway in a required yard in the R-1 and R-2 Districts or in any other district where the property has a single-family detached dwelling.

The ability to provide relief administratively, without a full public hearing and approval of either a board or council, is common among municipal zoning ordinances. This approval avenue is seen to allow small relief from the code when there is essentially no wide-reaching effect on a property’s surrounding neighborhood or the city overall. In 2021 the City Council approved Ordinance Z-42-21, which eliminated the fee for Minor Variations. As part of the basis for this, the Council recognized the most common source of requests are owners or residents of single-family detached residences. Occasionally there are requests from townhome residents/owners, and less frequently, there are non-residential requests from, for example, an industrial property or a public utility. By far the most common type of request is related to fences or screening; requesters want a fence that is either taller or opaquer than allowed, in a non-permitted location, or a combination of these. Research of recent minor variation cases shows that the vast majority have been approved or approved with conditions.

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While there is an existing appeal-of-denials option (heard and decided by the PZB) for petitioners under the Ordinance (Section 12-3-9), a more time-efficient process in certain circumstances would be to allow the Zoning Administrator to treat a Minor Variation like it is a non-administrative application; in other words, one that will go to the PZB for a public hearing and recommendation and subsequently to the City Council for a final vote. Although these instances are generally rare, when the Zoning Administrator believes a request is sensitive or controversial enough that those duly elected should ultimately decide its outcome, there is no procedural allowance for this path. The Zoning Administrator is currently obligated to be the final decider on all Minor Variations. The proposed amendments are intended to change this.

Proposed Amendments

The full proposed amendments are attached and are summarized below:

Case 22-054-CU
Case 23-002-TA
Case 23-003-TA

827 Elmhurst Road
Citywide
Citywide

Conditional Use
Text Amendment
Text Amendment

- **Section 12-3-6.E.2: Procedure for Review and Decision**
 - Added language to express that because of the nature of an application for minor variation, it should be decided by the City Council in accordance with the procedures for a major variation.
- **Section 12-2-6: Decision Making Diagram**
 - Updates to correspond with Section 12-3-6.E.2.

In the instances where a Minor Variation has been elevated to be determined by the City Council as if it were a Major Variation, notice of the public hearing to be held by the PZB (recommendation vote) will be required. What is *not* proposed to change is the lack of application fee for these Minor Variations. Regardless of whether the Zoning Administrator chooses to decide upon them or escalate them to be decided by the City Council, there will remain to be no fee.

Standards for Text Amendments:

The following is a discussion of standards for zoning amendments from Section 12-3-7.E of the Zoning Ordinance. Rationale for how the proposed amendments would satisfy the standards is provided. The PZB may use the statements below as its rationale or adopt its own.

1. Whether the proposed amendments are consistent with the goals, objectives, and policies of the comprehensive plan, as adopted and amended from time to time by the City Council;

The Comprehensive Plan does not address the avenues for variation relief, but it does generally support any changes that would lead to stronger neighborhoods and commercial areas. A decision process that could lead to better resolutions of contentious requests is part of having a strong city with strong neighborhoods.

PZB Modifications (if any): _____

2. Whether the proposed amendments are compatible with current conditions and the overall character of existing development;

The amendments are compatible because they allow for an additional approach to deciding contentious requests where, for example, direct neighbors have adamant disagreement about the outcome. Unfortunately, staff has observed this is somewhat regular and has become increasingly common.

PZB Modifications (if any): _____

3. Whether the proposed amendments are appropriate considering the adequacy of public facilities and services available;

The proposed amendments will not have an impact on public facilities or services.

Case 22-054-CU
Case 23-002-TA
Case 23-003-TA

827 Elmhurst Road
Citywide
Citywide

Conditional Use
Text Amendment
Text Amendment

PZB Modifications (if any): _____

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

The proposed amendments are a simple procedural change with no effect on property values.

PZB Modifications (if any):

5. Whether the proposed amendments reflect responsible standards for development and growth.

Because these changes allow for more decisions to be made through public meetings, there is increased opportunity for the public to participate. The trade-off is that some minor variations may take longer to be decided, but the Zoning Administrator intends use the new option granted by the amendments sparingly.

PZB Modifications (if any): _____

PZB Procedure and Recommended Conditions: Under Section 12-3-7 of the Zoning Ordinance, the PZB has the authority to *recommend* that the City Council approve, approve with modifications, or deny the above- mentioned amendments. If recommending approval with modifications, the PZB should state the modifications. City Council has final authority on the proposal.

Attachments:

Attachment 1: Proposed Amendments to Section 12-3-6: Variations

Attachment 2: Proposed Amendments to Section 12-2-5: Decision Making Diagram

PROPOSED AMENDMENTS

Additions are **bold, double-underlined**

Deletions are struck through.

12-3-6: VARIATIONS:

* * *

2. Procedure For Review And Decision:

- A. Upon receipt of a properly completed application for a minor variation, the zoning administrator shall conduct a site plan review subject to the requirements of section 12-3-2, "Site Plan Review", of this chapter. The zoning administrator may also **(i)** hold a public hearing on the application, at the applicant's request, in accordance with the requirements of section 12-3-1, "Applications And Hearings", of this chapter **pursuant to** notice for the public hearing shall be performed in the manner **as** prescribed by subsection 12-3-1.C, "Notice", of this chapter.; or **(ii) determine that, because of the nature of the application, the**

application for minor variation should be decided upon by the City Council in accordance with the procedures for a major variation as set forth in Subsection G below.

- B. Within fifteen (15) days of the close of the hearing, or completion of site plan review where no hearing was requested the zoning administrator shall, by written findings either approve, approve with modifications, or disapprove the application. The failure of the Zoning Administrator to act in such fifteen (15) days, or such further time to which the applicant may agree, shall be deemed to be a decision of disapproval.
- C. If the application is approved or approved with modifications, the Zoning Administrator shall issue a variation permit, listing any specific conditions specified by the Administrator for approval. If the application is disapproved, the Zoning Administrator shall provide the applicant with written notification of his decision.

F. Standard Variations (Planning And Zoning Board):

- 1. **Authorized Variations:** Variations from the regulations of this title may be granted by the Planning and Zoning Board in the following instances, and then only in accordance with the standards set out in subsection H of this section:
 - a) To vary any required front, side or rear yard setback more than thirty percent (30%) of the yard required by the applicable district regulations.
 - b) To permit the improvement of a lot for a use otherwise prohibited solely because of the insufficient lot area, but in no event shall the area of the lot be less than eighty percent (80%) of the required lot area.
 - c) To vary the applicable off-street parking or loading requirements up to but not more than thirty percent (30%) of the applicable regulations, except for multi-family buildings in R-4, Central Core Residential and C-5, Central Business Zoning Districts. All variation petitions for off street parking requirements for multi-family dwellings in R-4, Central Core Residential and C-5, Central Business Districts shall be approved by the City Council.
 - d) To vary the lot frontage requirements set forth in the residential districts up to but not more than thirty percent (30%) of the applicable district requirement.
 - e) To vary the maximum lot requirements set forth in the residential districts up to but not more than twenty percent (20%) of the applicable district requirement.
 - f) To vary the dimension of any sign (height, length, width, or area) up to but not more than ten percent (10%) of the corresponding dimensions normally permitted by chapter 11, "Signs", of this title.

2. Procedure For Review And Decision:

- 1. Action By Zoning Administrator: Upon receipt of a properly completed application for a standard variation, the Zoning Administrator shall conduct a site plan review subject to the requirements of section 12-3-2, "Site Plan Review", of this chapter. The Zoning Administrator shall forward his written report and recommendations to the Planning and Zoning Board for its review and decision.
- 2. Action By Planning And Zoning Board:

- a) The Planning and Zoning Board shall hold a public hearing on the application in accordance with the requirements of section 12-3-1, "Applications And Hearings", of this chapter. Notice for the public hearing shall be performed in the manner prescribed by subsection 12-3-1C, "Notice", of this chapter.
- b) Within thirty (30) days of the close of the public hearing, the Planning and Zoning Board shall in writing either approve, approve with modifications, or disapprove of the application. The failure of the Planning and Zoning Board to act in such thirty (30) days, or such further time to which the applicant may agree, shall be deemed to be a decision of disapproval.
- c) If the application is approved or approved with modifications, the Planning and Zoning Board shall instruct the Zoning Administrator to issue a variation permit, listing any specific conditions specified by the board or by the Zoning Administrator. If the application is disapproved, the board shall instruct the Zoning Administrator to provide the applicant with written notification of the board's decision

G. Major Variations (City Council):

1. Authorized Variations: For all variations not authorized to be decided by the Zoning Administrator or the Planning and Zoning Board, **or for variations that the Zoning Administrator has determined should be decided upon by the City Council rather than the Zoning Administrator, in accordance with Section 12-3-6.E.2.a**, the City Council may vary any other provision of this title, but no such variations shall be made without a public hearing before the Planning and Zoning Board; provided, however, that both principal and accessory use variations are expressly prohibited.
2. Procedure For Review And Decision:
 - a) Action By Zoning Administrator: Upon receipt of a properly completed application for a major variance, the zoning administrator shall conduct a site plan review subject to the requirements of section 12-3-2, "Site Plan Review", of this chapter. The zoning administrator shall forward his written report and recommendations to the planning and zoning board for its review and recommendations.
 - b) Action By Planning And Zoning Board:
 - i. The planning and zoning board shall hold a public hearing on the application in accordance with the requirements of section 12-3-1, "Applications And Hearings", of this chapter. Notice for the public hearing shall be performed in the manner prescribed by subsection 12-3-1C, "Notice", of this chapter.
 - ii. Within thirty (30) days of the close of the public hearing, the planning and zoning board shall forward its recommendation of either approval, approval with modifications, or disapproval in writing to the city council.
 - c) Action By City Council:
 - i. The city council shall consider the application at its next available scheduled public meeting, and shall schedule a hearing if, in the opinion of the mayor, city manager or by written call by three (3) of

- the aldermen, it appears necessary and shall either approve, approve with modifications, or disapprove of the application. The failure of the city council to act at such time, or such further time to which the applicant may agree, shall be deemed to be a decision of disapproval.
- ii. If the application is approved or approved with modifications, the zoning administrator shall issue a variation permit, listing any specific conditions specified by the council or the planning and zoning board. If the application is disapproved, the city council shall instruct the zoning administrator to provide the applicant with written notification of the council's decision.

H. Findings Of Fact For Variations:

A variation from the terms of this title shall not be granted unless the reviewing authority makes specific written findings of fact directly based on the standards and conditions imposed by this section and any conditions imposed by the reviewing authority, to the extent each may be applicable.

1. **Hardship:** No variation shall be granted pursuant to this subsection H unless the applicant shall establish that carrying out the strict letter of the provisions of this title would create a particular hardship or a practical difficulty.
2. **Unique Physical Condition:** The subject lot is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use, structure, or sign, whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the subject lot that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current owner of the lot.
3. **Not Self-Created:** The aforesaid unique physical condition is not the result of any action or inaction of the owner or its predecessors in title and existed at the time of the enactment of the provisions from which a variance is sought or was created by natural forces or was the result of governmental action, other than the adoption of this title.
4. **Denied Substantial Rights:** The carrying out of the strict letter of the provision from which a variance is sought would deprive the owner of the subject lot of substantial rights commonly enjoyed by owners of other lots subject to the same provision.
5. **Not Merely Special Privilege:** The alleged hardship or difficulty is neither merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely the inability of the owner to make more money from the use of the subject lot.
6. **Title And Plan Purposes:** The variation would not result in a use or development of the subject lot that would be not in harmony with the general and specific purposes for which this title and the provision from which a variation is sought were enacted or the general purpose and intent of the comprehensive plan.
7. **No Other Remedy:** There is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject lot.
8. **Minimum Required:** The requested variation is the minimum measure of relief necessary to alleviate the alleged hardship or difficulty presented by the strict application of this title.

Case 22-054-CU
Case 23-002-TA
Case 23-003-TA

827 Elmhurst Road
Citywide
Citywide

Conditional Use
Text Amendment
Text Amendment

John Carlisle, CED Director went over the staff report. Mr. Carlisle discussed the decision matrix from the zoning ordinance showing where zoning appeals fit in. Mr. Carlisle listed the items that the Zoning Administrator may make a decision on, pursuant to Section 12-3-6. Minor variations are things that generally do not need to be brought to the PZB board meeting. However, current rules do not allow for in sensitive and/or controversial cases to be sent to the PZB for public hearing and then City Council for final approval. For example, this could apply to neighbor disputes or gray areas of the code. Currently the zoning ordinance does allow the staff to call a public hearing for a case; however, staff believes if it rises to that level, to elevate it to the Council approval level. Zoning appeals can go to the Planning and Zoning Board, but it is adding a step. Staff are finding that there are sensitive enough cases where elected officials should have an opportunity to vote on it.

For these cases, the Zoning Administrator, believes that the elected officials, the Council, should decide a controversial case. The text amendment would build in the ability to send these cases up to City Council. The extra power that is granted to the zoning administrator is to have the discretion to decide when the case is sensitive enough to rise to that level.

Vice Chair Saletnik agrees this amendment would be useful for sensitive cases and makes sense.

A motion was made by Board Member Weaver, seconded by Board Member Catalano to approve this amendment for recommendation to council as proposed in the staff memo.

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

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

ADJOURNMENT

The next scheduled Planning & Zoning Board meeting is Tuesday January 24, 2022.

Vice Chairman Saletnik adjourned the meeting by voice vote at 8:39 p.m.

Sincerely,
Margie Mosele, Executive Assistant/Recording Secretary

cc: City Officials, Aldermen, Planning & Zoning Board, Petitioners

CITY OF DES PLAINES

ORDINANCE Z - 5 - 23

AN ORDINANCE AMENDING THE TEXT OF THE DES PLAINES ZONING ORDINANCE REGARDING THE VARIATION APPROVAL PROCESS.

WHEREAS, the City is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, the "Des Plaines Zoning Ordinance of 1998," as amended ("**Zoning Ordinance**"), is codified as Title 12 of the City Code of the City of Des Plaines ("**City Code**"); and

WHEREAS, after a review of the Zoning Ordinance, City Staff desires to amend Sections 12-2-6 and 12-3-6 of the Zoning Ordinance: (i) to update the Decision Making Diagram and (ii) to allow the Zoning Administrator to determine whether an application for Minor Variation should be decided upon by the City Council ("**Proposed Amendments**"); and

WHEREAS, a public hearing by the Planning and Zoning Board ("**PZB**") to consider the Proposed Amendment was duly advertised in the Des Plaines Journal on December 21, 2022, and held on January 10, 2023; and

WHEREAS, the PZB voted 5-0 to recommend approval of the Proposed Amendments; and

WHEREAS, the PZB forwarded its recommendations in writing to the City Council on February 2, 2022;

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

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

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

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

SECTION 2. FINDING OF COMPLIANCE. The City Council finds that consideration of the Text Amendments complies with the provisions of Section 12-3-7 of Zoning Ordinance.

{00130690.1}

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

SECTION 3. DECISION MAKING DIAGRAM. Section 12-2-6, titled “Decision Making Diagram,” of Chapter 2, titled “Legislative and Administrative Authority,” of the Zoning Ordinance is hereby amended as depicted in *Exhibit A*, attached hereto.

SECTION 4. VARIATIONS. Section 12-3-6, titled “Variations,” of Chapter 3, titled “Development Review Procedures,” of the Zoning Ordinance is hereby amended to read as follows:

“12-3-6: VARIATIONS:

* * *

E. Minor Variations (Zoning Administrator):

2. Procedure For Review And Decision:

- a. Upon receipt of a properly completed application for a minor variation, the zoning administrator shall conduct a site plan review subject to the requirements of section 12-3-2, "Site Plan Review", of this chapter. The zoning administrator may also: (i) hold a public hearing on the application, at the applicant's request, in accordance with the requirements of section 12-3-1, "Applications And Hearings", of this chapter pursuant to Notice for the public hearing shall be performed in the manner as prescribed by subsection 12-3-1.C, "Notice", of this chapter; **or (ii) determine that, because of the nature of the application, the application for minor variation should be decided upon by the City Council in accordance with the procedures for a major variation as set forth in subsection G below.**
- b. Within fifteen (15) days of the close of the hearing, or completion of site plan review where no hearing was requested the zoning administrator shall, by written findings either approve, approve with modifications, or disapprove the application. The failure of the Zoning Administrator to act in such fifteen (15) days, or such further time to which the applicant may agree, shall be deemed to be a decision of disapproval.
- c. If the application is approved or approved with modifications, the Zoning Administrator shall issue a variation permit, listing any specific conditions specified by the Administrator for approval. If the application is disapproved, the Zoning Administrator shall provide the applicant with written notification of his decision.

* * *

{00130690.1}

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G. Major Variations (City Council):

1. Authorized Variations: For all variations not authorized to be decided by the Zoning Administrator or the Planning and Zoning Board, **or for variations that the Zoning Administrator has determined should be decided upon by the City Council rather than the Zoning Administrator, in accordance with Section 12-3-6.E.2.a,** the City Council may vary any other provision of this title, but no such variations shall be made without a public hearing before the Planning and Zoning Board; provided, however, that both principal and accessory use variations are expressly prohibited.

* * *

SECTION 5. VARIATIONS. Section 12-2-6, titled “Decision Making Diagram,” of Chapter 2, titled “Legislative and Administrative Authority,” of the Zoning Ordinance is hereby amended to remove Figure 1 and replace it with a new Figure 1 as set forth on *Exhibit A* attached to and, by this reference, made a part of this Ordinance.

SECTION 6. 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 7. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form according to law.

[SIGNATURE PAGE FOLLOWS]

{00130690.1}

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

PASSED this _____ day of _____, 2023.

APPROVED this _____ day of _____, 2023.

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 the Zoning Ordinance Regarding Variation Process

{00130690.1}

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

Decision Making Responsibilities Under the Zoning Ordinance

