



CITY COUNCIL AGENDA

Monday, March 20, 2023
Regular Session – 7:00 p.m.
Room 102

CALL TO ORDER

REGULAR SESSION

ROLL CALL

PRAAYER

PLEDGE OF ALLEGIANCE

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-60-23:** Approving and Authorizing the Procurement of Training for the Police Department Tactical Response Team (TRT) at the Mid-South Institute of Self-Defense Shooting, Inc. in the Amount of \$35,640.00. Funded by Federal Asset Forfeiture Funds.
2. **RESOLUTION R-62-23:** Approving Task Order No. 9 with M.E. Simpson Company, Inc., Valparaiso, Indiana for Water System Leak Detection in the Total Amount of \$58,585.00. Budgeted Funds – Water/Professional Services.
3. **RESOLUTION R-63-23:** Awarding the Bid for Painting of the Dulles Water Tank to Era Valdivia Contractors, Inc., Chicago, Illinois in the Amount of \$1,778,000. Budgeted Funds – Capital Improvement Projects.
4. **RESOLUTION R-64-23:** Awarding the Bid for the Purchase and Delivery of a Tennant Model S30XP Industrial Sweeper from Standard Equipment Company, Elmhurst, Illinois in the Amount of \$63,535.79. Budgeted Funds – Equipment Replacement.
5. **RESOLUTION R-67-23:** Approving an Intergovernmental Agreement with Mount Prospect Park District for the Use of Rosemary S. Argus Friendship Park for a Food Truck Event
6. Minutes/Regular Meeting – March 6, 2023
7. Minutes/Closed Session – March 6, 2023

UNFINISHED BUSINESS

1. 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Road to Construct a New Building for an Oil Change Business – **FIRST READING – ORDINANCE Z-3-23** (*Petitioner has withdrawn this request and will resubmit pursuant to the Zoning Ordinance - originally deferred from the February 21, 2023 City Council Agenda*)

NEW BUSINESS

1. **FINANCE & ADMINISTRATION** – Alderman Artur Zadrozny, Chair
 - a. Warrant Register in the Amount of \$3,169,178.35 – **RESOLUTION R-65-23**
2. **COMMUNITY DEVELOPMENT** – Alderman Malcolm Chester, Chair
 - a. Consideration of Zoning Text Amendments Regarding Fences, Trellises, Arbors, and Yard Features -- **FIRST READING – ORDINANCE Z-6-23**
 - b. Consideration of Amendments to the Des Plaines City Code Regarding the Addition of Work Exempt from a Permit as it Applies to Recreational Equipment, Arbors, Trellises and Yard Features – **FIRST READING – ORDINANCE M-8-23**
 - c. Consideration of Text Amendments to the City Code Regarding the Keeping of Hens – **FIRST READING – ORDINANCE M-9-23**
 - d. Consideration of a Resolution in Support of a Cook County Class 6b Tax Incentive for the Property Located at 55 Howard Avenue – GKI Industrial Chicago, LLC – **RESOLUTION R-66-23**

3. ENGINEERING – Alderman Mark Lysakowski, Chair
 - a. Discussion and Update on the Algonquin Road Grade Separation Project


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.

MEMORANDUM

Date: February 16, 2023
To: Michael G. Bartholomew, City Manager
From: Dave Anderson, Chief of Police 
Subject: Training for Tactical Response Team

Issue: Each year the Des Plaines Police Departments's Tactical Response Team schedules a week of specialized training to enhance its operational skills. This memorandum will outline my request for the Tactical Response Team to attend training at Mid-South Institute of Self-Defense Shooting Inc., in Lake Cormorant, Mississippi from May 8-12, 2023.

Analysis: The Tactical Response Team (TRT) trains twice a month to enhance the department's response to critical incidents that may arise in the City of Des Plaines. The primary focus is to have a group of specialized officers available to handle hostage and barricaded gunman situations.

Each year TRT also attends a week of specialized training with instructors from around the country to improve shooting skills and tactics. From a risk management perspective, it is important to offer the highest level of training possible. It should be noted that members of TRT serve as departmental instructors throughout the year as this training is ultimately shared with every sworn officer in the police department.

There is no training in the immediate area that combines a quality facility and world-class instruction that Mid-South has to offer. The facility always attracts the finest SWAT teams in the country.

All financial obligations for training, lodging, gas, and equipment will be covered by our federal asset forfeiture accounts and there will be no expense to the City's budget. The cost of training is \$35,640.00.

Recommendation: I am requesting authorization to use federal asset forfeiture funds in the amount of \$35,640.00 for Des Plaine's TRT to attend Mid-South Institute of Self Defense Shooting Inc., in Lake Cormorant, Mississippi

Attachments:

Attachment 1: Mid-South Quote
Resolution R-60-23



Quotation #110422

November 4, 2022

Des Plaines Police Department
 Attn: Ofc. Matt Cesasa
 1420 E. Miner St.
 Des Plaines, IL 60016

Terms: Net 30 Days

QUANTITY	DESCRIPTION	PER	TOTAL
22	ea. 5 Day Advanced Tactical Pistol and Rifle Course	\$1,400.00	\$ 30,800.00
	Training Dates: May 8-12, 2023		\$ -
			\$ -
22	Lodging for 5 Nights (\$44/Night x 5 nights = \$220.00)	\$ 220.00	\$ 4,840.00
	Lodging Dates: (Sunday-Thursday)		\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
	Submitted by Jim Cowan		\$ -
TOTAL			\$ 35,640.00

Remit to: **Mid-South Institute of Self-Defense Shooting, Inc.**
 5582 Blythe Road
 Lake Cormorant, MS 38641-9725
 (662)781-1112 FAX (662)781-5068
 www.weaponstraining.com

CITY OF DES PLAINES

RESOLUTION R - 60 - 23

**A RESOLUTION APPROVING AND AUTHORIZING THE
PROCUREMENT OF TRAINING FOR THE POLICE
DEPARTMENT TACTICAL RESPONSE TEAM AT THE MID-
SOUTH INSTITUTE OF SELF-DEFENSE SHOOTING, 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 Police Department has a Tactical Response Team ("**TRT**") comprised of officers who respond to critical incidents; and

WHEREAS, the TRT requires specialized training that is not available within the City or in the vicinity of the City; and

WHEREAS, the Mid-South Institute of Self-Defense Shooting, Inc. ("**Vendor**"), operates a specialized facility in Lake Cormorant, Mississippi ("**Training Facility**"), where Vendor provides training for SWAT teams and other specialized law enforcement units from different jurisdictions throughout the United States; and

WHEREAS, in previous years, the City has funded participation by the TRT in a one-week training conducted by Vendor at the Training Facility to improve the TRT's response to critical incidents ("**Training**"); and

WHEREAS, to assure that the TRT is well prepared to protect the City and its residents, the City desires to procure the Training from Vendor for 22 members of the TRT at the Training Facility this year in the not-to-exceed amount of \$35,640.00; and

WHEREAS, the City has sufficient federal asset forfeiture funds to procure the Training from Vendor in the amount of \$35,640.00; and

WHEREAS, the City Council has determined that it is in the best interest of the City to procure the Training from Vendor at the Training Facility for the TRT in the not-to-exceed amount of \$35,640.00;

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 PROCUREMENT OF TRAINING. The City Council hereby approves the procurement of the Training from Vendor at the Training Facility for the TRT in the not-to-exceed amount of \$35,640.00 from federal asset forfeiture funds.

SECTION 3: AUTHORIZATION OF PROCUREMENT OF TRAINING. The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal all documents approved by the General Counsel, and the City Manager to make such payments from federal asset forfeiture funds, on behalf of the City, as are necessary to procure the Training from Vendor at the Training Facility for the TRT in the not-to-exceed amount of \$35,640.00.

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 Procurement of Training Services for TRT Training 2023



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: March 9, 2023
To: Michael G. Bartholomew, MCP, LEED-AP, City Manager
From: Rob Greenfield, Superintendent of Utility Services *RG*
Cc: Timothy Watkins, Assistant Director of Public Works and Engineering
Timothy Oakley, P.E., CFM, Director of Public Works and Engineering
Subject: M.E. Simpson Task Order #9 – Water Distribution System Leak Survey

Issue: The 2023 budget includes funding for leak detection of the Water Distribution System.

Analysis: The purpose of leak detection is to reduce water and revenue losses by assisting the Water Division with leak identification and location. Once the leaks are identified, the Water Division will make the necessary repairs to the system.

The City has a Master Consultant Agreement with M.E. Simpson Company, Inc. and they have provided a proposal to perform the above tasks. Their proposal for Task Order #9 is in the amount of \$58,858.00.

Recommendation: We recommend approval of Task Order #9 with M.E. Simpson Company, Inc., 3406 Enterprise Avenue, Valparaiso, IN 46383 in the total amount of \$58,585.00. Funding source will be the Water Fund, Professional Services.

Attachments:

Resolution R-62-23
Exhibit A – Task Order #9

CITY OF DES PLAINES

RESOLUTION R - 62 - 23

**A RESOLUTION APPROVING TASK ORDER NO. 9 WITH
M.E. SIMPSON COMPANY, INC. FOR ENGINEERING
SERVICES RELATED TO DETECTING LEAKS WITHIN
THE WATER DISTRIBUTION SYSTEM.**

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

WHEREAS, on December 20, 2021, the City Council approved Resolution R-213-21, which authorized the City to enter into a master contract ("**Master Contract**") with M.E. Simpson Company, Inc. ("**Consultant**") for the performance of professional engineering services for the City as such services are needed over time; and

WHEREAS, the City desires to procure professional engineering services regarding the detection of leaks within the City's Water Distribution System (collectively, the "**Engineering 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 procurement of the Engineering Services is not adapted to award by competitive bidding because the Engineering 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 engineering services for the City in the past; and

WHEREAS, Consultant submitted a proposal to perform the Engineering Services in the amount of \$58,585; and

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

WHEREAS, the City desires to enter into Task Order No. 9 under the Master Contract ("**Task Order No. 9**") for the procurement of the Engineering Services from Consultant in the total not-to-exceed amount of \$58,585; and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into Task Order No. 9 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. 9. Task Order No. 9 with Consultant is approved 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. 9. The City Manager and the City Clerk are directed and authorized to execute and seal, on behalf of the City, Task Order No. 9.

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 9 with ME Simpson Water Distribution System Leak Survey

ATTACHMENT A

TASK ORDER #9

In accordance with Section 1.2 of the Master Contract dated December 20, 2021 between the City of Des Plaines (the “City”) and M.E. Simpson Co., Inc. (the “Consultant”), the Parties agree to the following Task Number 9:

1. **Contracted Services:** 2022 Leak Detection City Water System.
2. **Project Schedule** (attach schedule if appropriate): Schedule attached.
3. **Project Completion Date:**

All Contracted Services must be completed on or before: July 30, 2023

4. **Project Specific Pricing** (if applicable): \$58,585.00.
5. **Additional Changes to the Master Contract** (if applicable): N/A.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

[signature page follows]

CITY

CONSULTANT



Signature
Director of Public Works
And Engineering

Signature
Michael D. Simpson, Chief Executive Officer
Name (Printed or Typed)

March 1, 2023
Date

March 1, 2023
Date

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

Signature
City Manager

_____, 20____
Date

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

Signature
City Manager

_____, 20____
Date



March 2, 2023

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

RE: PROPOSAL FOR A WATER DISTRIBUTION SYSTEM LEAK SURVEY – Task Order

Dear Mr. Watkins,

M.E. Simpson Co., Inc. is pleased to present the City of Des Plaines, Illinois our proposal for a Water Distribution System Leak Detection Survey Program. We are honored to be considered for this work and are confident our team will help make the project a success.

M.E. Simpson Co., Inc. is a Professional Services Firm dedicated to developing and providing programs and services designed to maximize peak performance for our clients' water distribution systems. Many of these programs are universally recognized as a part of "Best Management Practices" (BMPs) for utilities. We pride ourselves on delivering solid solutions using the highest quality technical and professional services by way of state-of-the-art technology and a skilled and well-trained staff of professionals. Our highly-educated engineers and technical team are committed to the success of this project. They will be ready at a moment's notice to relieve your staff's burden and ensure a seamless continuation of your services.

Our services were developed and refined to provide utilities with programs that can be customized to meet their needs. From complete "Turn-Key" services to assisting with the development of "in-house" programs for utilities, M.E. Simpson Co., Inc. serves our clients with this ultimate goal: to deliver to the public the implicit faith that **"the water is always safe to drink"**.

Thank you for your consideration and this opportunity to acquaint you with our Water Distribution System Leak Detection Services and offer this response. We are committed to exceeding your expectations.

Sincerely,

Carlos A Covarrubias
Regional Manager

Carlos A Covarrubias
Regional Manager

3406 Enterprise Avenue
Valparaiso, IN 46383

800.255.1521 P
888.531.2444 F

Randy.Lusk@mesimpson.com

SCOPE OF WORK

Water Distribution System Leak Survey

The Field Scope of Service for the Leak Survey is understood to be the following:

M.E. Simpson Co., Inc. will furnish all labor, material, transportation, tools, and equipment necessary to survey the water distribution system areas selected by the City. M.E. Simpson Co., Inc. shall be required to provide such skilled and trained personnel and equipment necessary to complete the work herein specified. **There will be a minimum of Two Persons per team working on the survey at all times.**

- ◆ Work in an orderly and **safe** manner to insure protection of the local residents, Utility employees, and the Field Staff so that no **avoidable** accidents occur.
- ◆ All Field Staff will have readily observable identification badges worn while in the field.
- ◆ The leak detection equipment to be used will be that which was described in the “Equipment to be used” section.
- ◆ Initially listen to **all fire hydrants, all accessible main line valves**, and when necessary, selected service connections in the entire distribution system by making physical contact with the valve, hydrant, pipe, or B-box. (Listening points that are not accessible will be given to the Utility and when corrected they will be listened to.)
- ◆ Listening points of contact will be: valves, hydrants, service valves or meter settings. The preference of listening points in order as follows; direct contact with the pipe, main line valves, hydrant valves, hydrants, then service valves or meter settings.
- ◆ Specific listening distances will be determined by pipe material. Metallic type pipes; no greater than 500’ between listening points. Non-Metallic AC/Concrete type pipes; no greater than 300’ between listening points. Non-Metallic PVC/HDPE type pipes; no greater than 150’ between listening points.
- ◆ A “suspected leak” log shall be maintained indicating all areas where suspected leak noise was heard. This log will be reviewed when the Project Team is verifying the suspected leak area for confirmation of the actual existence of a leak. This log will be a part of the periodic reports turned into the Utility regardless of an actual leak located in the area or not, with an explanation of the noise source.
- ◆ When leak noise has been detected and or suspected, the Project Team will verify the suspected area a second time to confirm the noise. At least four hours will pass between the initial listening of the area before a second listen and confirmation is attempted.
- ◆ The Project Team will line locate the water main and service lines in the immediate area so the correct pipe distances can be input into the leak correlator and also so that the Water Utility will have an idea of where the water main is located prior to excavation. Non-metallic pipe locations will be “interpolated” as best that can be identified, given the line location of metallic services, Utility knowledge of the area, or other information regarding the actual location of the main.

- ◆ The Project Team will use “State of the Art” Electronic Leak Correlators to determine if a leak is present and use the same equipment to pinpoint the leak.
- ◆ For PVC water mains only the Echologics LeakFinder-ST w/hydrophones leak correlator or Fluid Conservation Systems (FCS) TriCorr Touch leak correlator, will be used for correlations because of the ability for these correlators to be able to analyze the particular sound frequencies inherent to PVC pipe.
- ◆ The leak location will be marked in the field (on the surface) using environmentally formulated Precautionary Blue paint.
- ◆ The Project Team will document all leak locations with a diagram indicating the location of the leak. Other information related to that correlation will be included as part of the field sheet such as the filters used for the correlation, line locations, distances between sensors, etc.
- ◆ The locations of leaks requiring immediate attention (immediate threat to life, injury or traffic) will be turned in as quickly as possible to facilitate the repair process.
- ◆ The Project Team will report daily or per request of the Utility, to assigned Utility Professional and go over the progress of the previous day, as well as cover what will be surveyed the current day.
- ◆ It may be necessary to conduct parts of the Leak Survey during “off hours” such as at night. This may be required in areas of high traffic volume where traffic noise may affect the ability to detect leak noise, and traffic volume may affect the ability of the Project Team to be able to safely access main line valves in the middle of the street. The Project Team will give 24-hour advanced notice of intent to survey a particular area that may require after hours surveying or nighttime surveying. This is so the Utility can plan for the area to be surveyed, give notification to the Police department, as well as other Public Works Divisions as to the activity that will take place.
- ◆ As a part of the leak program, mapping discrepancies found, distribution assets found in disrepair will be noted and turned into the utility.
- ◆ Leaks verified on the customer’s side of a service shut-off will not be located beyond the shut-off. If a leak appears to be on the Customers’ side, the Utility will be notified first, then the customer notified and permission granted prior to the water being shut off even for short periods of time where possible and as time allows, as well as the ability for the customer to respond.
- ◆ If the Utility requests leak locations beyond the service shut off on the customer’s side of the service line, this will result in an additional charge to the leak survey based on an hourly rate and this service must be agreed upon between the Utility and M.E. Simpson Co., Inc. prior to the start of the survey.
- ◆ Valves and hydrants will not be operated without Utility permission. Valves and hydrants that break during this type of operation are the sole responsibility of the Utility. M.E. Simpson Co., Inc. cannot be responsible for valves and hydrants that break due to pre-existing conditions.

- ◆ The Utility is encouraged to dig up and repair the leaks located as soon as possible so that the area may be re-surveyed while the Project Team is still working on the survey in that general geographical location to ensure no other leaks are present in that area.

Equipment List

- ◆ FCS **S30** Gutermann **AquaScope** electronically enhanced listening device.
- ◆ Echologics **LeakFinder-ST w/hydrophones**; FCS **AC Digital**, **TriCorr Touch** or Vivax-Metrotech **HL6000X** leak correlator systems.
- ◆ **RADIO Detection** Line Locators.
- ◆ **Chicago Tape**, **Fisher M-Scope** or **Schonstedt** magnetic locators.
- ◆ **All necessary valve keys and hand tools**
- ◆ Truck mounted arrow board/signage and warning lights.
- ◆ Traffic control equipment, including properly sized traffic cones with reflective stripes.

Quality Control and Accuracy of Leak Locations

The level of accuracy of leak detection is a matter of taking in all the above considerations and applying those considerations to each individual potential leak location as it is being evaluated. Any statement made as to the level of accuracy of leak locations must be considered based on the individual conditions of each leak.

Locating leaks on a distribution system can be very challenging. It is not a perfect science. Pipes and fittings can leak for a variety of reasons (age, poor installation, material failures, bad soils, etc.), and the ability to locate leaks is dependent on the stated variables listed in the “Project Approach”. By employing a strict methodology in the field for conducting a leak survey, these variables can be accounted for and mitigated. The depth of experience of the Project Team is extremely important to maintaining the ability to have accurate locations of leaks. Additionally, crews work as Two-Person Teams in the field, double checking the progress of the work as the survey progresses. The systematic procedure for leak confirmation has been stated in the Scope of Field Service and is restated here.

“Suspected leak areas are always listened to a second time, preferably at a different time of day than originally listened to. The mains and services will be line located to insure correct pipe distances are used for the correlations. Correlations may need to be performed several times with several configurations to insure all the possible scenarios have been covered. Sewer manholes may need to be opened and flows observed. If there is any doubt as to the existence of a leak, the area may be checked and correlated at different times to rule out water usage or other factors. The progress of the survey will be monitored by the use of daily logs and a progression map with suspected leak noise indications marked and possible leak locations will be maintained. Field leak location forms will be turned into the Utility according to the agreed schedule. The Project Team will follow up on leak locations by monitoring the repair schedule of the Utility. That way in case a potential leak location is wrong, the Project Team can return to the site and determine why the leak location was incorrect, and correct it. This means maintaining a good level of communication between the Project Team in the field, and the Utility.

As a matter of Quality Control for leaks in the field, our Correlators, FCS TriCorr Touch and Echologics LeakFinder-ST have the distinct ability to be able to detect and pinpoint more than one leak in the same relative area, thus allowing better leak coverage and insuring that one leak is not “masking” another leak in the same area. The use of progress reports and meetings will allow for open discussions of problems encountered so solutions can be examined.”

Utility Observations

The M.E. Simpson Co., Inc. Project Team will welcome having staff of the Utility observe field procedures while the Leak Survey is in progress. They will be happy to explain and demonstrate the equipment and techniques that are employed by M.E. Simpson Co., Inc. for detecting and locating leaks on the Water System.

Final Reports, Documentations & Communications

M.E. Simpson Co, Inc. will perform the following:

- ◆ Project Team will **meet daily** with assigned Utility personnel to go over areas of survey for prior workday and plan current day and area to survey.
- ◆ The field technicians will be readily available by cellular phone. This will facilitate communications between the Utility and the field technicians. A **24-hour toll-free 800 number** is available for direct contact with M.E. Simpson Co., Inc. for emergencies.
- ◆ **Diagram all leak locations**, date of location, and classify according to severity and an estimate of loss.
- ◆ **The Project Manager will** meet with the Utility regularly for a progress report.
- ◆ **Prepare a progress report** at monthly intervals for the Utility if requested.
- ◆ Develop a **Leak Survey log** of activity which will also have confirmed leaks listed and this list will be turned in weekly (in Excel format). The list will also be included with the final report that will include the following;
 1. Mechanical deficiencies discovered
 2. Mapping errors on the water atlas
 3. Type of monitored appurtenances
 4. Location of same for leaks discovered
 5. Total estimated loss

Effective communication...
accurate documentation...
**Insuring the success for
the leak survey**

- ◆ **Prepare the final report** at the completion of the project which will include all leak location reports with drawings, total of estimated water loss, total pipe distance investigated, a description of the area surveyed, and other problems found in the system during the course of the survey that need the attention of the Water Utility. The leak summary will list leak types such as main leaks, service line leaks, valve leaks, or hydrant leaks.

A cost benefit analysis of the survey based on the “cost to produce” water will also be included that describes the financial impact to the Utility for water loss. Recommendations for system maintenance will be a part of this report based on field observations made during the survey.

This final report shall be made available for submission to the Utility within thirty (30) working days of the completion of the fieldwork.

Assumptions & Services Provided by the Utility

- ◆ The Utility will furnish all maps in an electronic format or paper atlases (two copies), and records necessary to properly conduct the survey.
- ◆ The Utility will assist as necessary to clean out service valves, meter pits and valve-boxes needed for listening.
- ◆ The Utility will provide a Primary Contact Person and/or secondary contact person for the Field Staff to report to on a periodic basis. This person shall act as the official liaison for the duration of the Leak Survey. This person shall have a working knowledge of the water system and will be helpful in attempting to locate particularly hard-to-find water valves for listening and for general information about the water system. *This person will not need to assist the Project Team on a full time basis*, but only on an “as needed” basis.
- ◆ The Utility will assist, if needed, to help gain entry into sites that may be difficult to get into due to security issues or other concerns.
- ◆ The Utility will assist, if needed, to locate all nonmetallic pipe within the service area. This would include all Concrete Cylinder pipe, Asbestos Cement Pipe, PVC pipe and HDPE pipe.
- ◆ We will encourage the immediate digging of major leaks (main breaks) so that if there are problems with the leak location, the problems can be corrected while the Project Team is close by and can verify the site.

PROJECT SAFETY PLAN

M.E. Simpson Co., Inc.'s Safety Programs cover all aspects of the work performed by M.E. Simpson Co., Inc. We take great pride in our safety plan/policy/program and that is evident in our EMR scores over the last five years. The safety of our employees, the utilities employees and that of the general public is our #1 priority.

Our Safety Plan/Policy/Program, with all of its parts, is 60 pages in length. In an effort to be more efficient and less wasteful we do not print copies of the safety program for RFPs. There is nothing secretive or proprietary contained within our plan/policy/program and we are happy to share its contents. If you would like a PDF copy of our plan/policy/program please contact Terrence Williams, Operations Manager, at 800.255.1521 and a copy of our program will be sent via email to you.

Below is an overview of our plan/policy/program:



Safety is a major part of any project. M.E. Simpson Co., Inc. always provides a safe work environment for its employees. **Our staff is trained in General Industry OSHA rules, Confined Space Entry & Self-Rescue, First Responder First Aid, CPR, and Traffic Control.** While in the field on your project, M.E. Simpson Co., Inc. and its employees will follow all of the necessary safety procedures to protect themselves, your staff and the general public.

M.E. Simpson Co., Inc. uses Two-Man Teams for Safety and Quality Assurance.

The use of a "one-person" leak detection team is dangerous and impractical where water mains run under roadways. It would be a dangerous precedent to allow a "one-person" team to access main line valves located in the roadway, attempt to listen to the valve with headphones on, and at the same time try to control traffic flow at that person's location in the street.

Therefore M.E. Simpson Co., Inc. adheres to the following:

- ◆ The Project Manager and the Field Manager will be trained in accordance with OSHA Standard 1910 (General Industry) and be in possession of an OSHA 10 Hour or 30 Hour Card.
- ◆ Any listening points located in a "confined space" such as pit and vault installations that **require entry** will be treated in accordance with the safety rules regarding **Confined Space Entry, designated by the Utility, The Department of Labor and OSHA.**
 - All personnel are **trained and certified** in Confined Space Entry & Self-Rescue.
- ◆ We will follow all safety rules regarding **First Responder First Aid & CPR, designated by the Utility, The Department of Labor and OSHA.**
 - All personnel are **trained and certified** in First Responder First Aid & CPR.
- ◆ We will follow all **traffic safety rules, designated by the Utility, The Department of Labor, OSHA, and the Illinois Department of Transportation (per MUTCD).**
 - All personnel are **trained and certified**, by the **AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION (ATSSA)** in Traffic Control and Safety.

Current documentations of safety training and certifications can be provided for all project personnel for the Utility. These certifications are current and up to date (for 2022) for all project personnel.

INVESTMENT

A commitment to improving and maximizing the City of Des Plaines' water distribution system for future generations.

M.E. Simpson Co., Inc. is pleased to present our "Proposal" for a Water Distribution System Leak Detection program for the City of Des Plaines, Illinois. M.E. Simpson Co., Inc. will perform our leak detection services on approximately **232** miles of watermain within the City of Des Plaines' water distribution system. The survey will be completed by listening on the accessible main line valves, fire hydrants and as needed services by one of our two-man teams with all necessary equipment furnished by M.E. Simpson Co., Inc. as described within this document. The project will also include complete reporting of all issues found, with a final comprehensive report.

2023 Leak Survey

Water Distribution System Leak Survey Program Field Services

Per mile fee **\$235.00** (approx. **232** miles)

\$54,520.00

Other Water Distribution System Leak Survey Program Field Services

Per mile Fee of **\$235.00.** (approx. **15** miles)

\$3,525.00

Water Distribution System Leak Survey Program Administrative Services

Hourly Fee of **\$90.00** per hour not to exceed (6) hours

\$540.00

Task Order Not to Exceed Total Cost

\$58,585.00

We thank you for this opportunity to acquaint you with our Water Distribution System Leak Detection services and offer this proposal. If you have further inquiries or you wish to discuss our service in more detail, do not hesitate to call us.



**PUBLIC WORKS AND
ENGINEERING DEPARTMENT**

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

MEMORANDUM

Date: March 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 – Dulles Water Tank Painting

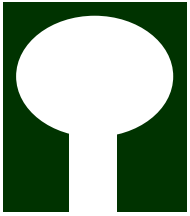
Issue: The 2023 budget includes \$2,059,000 in funding for the repainting of the Dulles Water Tank. Three bids were received and opened by the City Clerk’s office on February 28, 2023.

Analysis: The plans and specifications completed by Dixon Engineering includes exterior repairs to the water tank risers, ladders, platforms, roof vents, and cathodic covers followed by a complete cleaning and application of a three-coat epoxy urethane coating system. The bids submitted are listed below:

Company	Total Amount
Era Valdivia	\$1,778,000.00
Neumann Co.	\$2,698,100.00
Tecorp, Inc.	\$2,851,000.00

Recommendation: We recommend the City Council award the Dulles Water Tank Painting to Era Valdivia Contractors, Inc., 11909 S Ave. O, Chicago, IL 60617, in the low bid amount of \$1,778,000.00. Funding source for this project will be Capital Improvement Projects, Water/Sewer (500-00-580-0000.8100).

Attachments:
Attachment 1 – Dixon Engineering Recommendation
Resolution R-63-23
Exhibit A – Contract



DIXON

**ENGINEERING & INSPECTION SERVICES
FOR THE COATING INDUSTRY**

March 3, 2023

Mr. Robert Greenfield
City of Des Plaines
111 Joseph Schwab Road
Des Plaines, IL 60016

Subject: 2,000,000 Gallon Hydropillar Dulles Tank Rehabilitation Recommendation Letter

Dear Mr. Greenfield:

Dixon Engineering, Inc. has reviewed the bids submitted for the rehabilitation and repainting of the City's 2,000,000-gallon hydropillar (Dulles Tank). We recommend award to the low bidder, Era Valdivia Contractors, Inc. of Chicago, IL in the amount of \$1,778,000. This includes all line items on the Schedule of Values including the alternate bid. There were three (3) bids received, the highest bid coming in at \$2,851,000 and the lowest at \$1,778,000.

Era Valdivia Contractors, Inc. is a prequalified painting contractor with Dixon Engineering for this Scope of Work.

If you have any questions regarding our recommendation, please contact Todd Schaefer at (630) 376-8322.

FOR DIXON ENGINEERING, INC.

Todd Schaefer
Project Manager

**Members: Society of Protective Coatings • American Water Works Association
Consulting Engineers Council**

CITY OF DES PLAINES

RESOLUTION R - 63 - 23

A RESOLUTION APPROVING AN AGREEMENT WITH ERA VALDIVIA CONTRACORS, INC., FOR THE PAINTING OF THE DULLES WATER TANK.

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 Capital Improvement Projects Fund for use by the Department of Public Works and Engineering during the 2023 fiscal year for the painting of the Dulles Water Tank ("**Work**"); and

WHEREAS, pursuant to Chapter 10 of Title 1 of the City of Des Plaines City Code and the City's purchasing policy, City staff invited bids for the completion of the Work; and

WHEREAS, the City received three bids, which were opened on February 28, 2023; and

WHEREAS, Era Valdivia Contractors, Inc., ("**Contractor**") submitted the lowest responsible bid in the amount of \$1,778,000; and

WHEREAS, the City desires to enter into an agreement with the Contractor for the performance of the Work in the not-to-exceed amount of \$1,778,000 ("**Agreement**"); and

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

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

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

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

[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 Agreement with Era Valdivia Contractors for Painting of the Dulles Water Tank

CITY OF DES PLAINES

**CONTRACT FOR THE CONSTRUCTION
OF THE DULLES WATER TANK PAINTING**

**CITY OF DES PLAINES
 CONTRACT FOR THE CONSTRUCTION
 OF THE DULLES WATER TANK PAINTING**

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Contractor’s Certification

- Attachment A:** Supplemental Schedule of Contract Terms
- Attachment B:** Specifications
- Attachment C:** List of Drawings
- Attachment D:** Special Project Requirements

**CITY OF DES PLAINES
CONTRACT FOR THE CONSTRUCTION
OF THE DULLES WATER TANK PAINTING**

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 *Era Valdivia Contractors, Inc.*, a *Painting Contractor* (“*Contractor*”), make this Contract as of March 20, 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 Project at the Work Site, both as defined in Attachment A, in accordance with the specifications attached hereto as Attachment B, the drawings identified in the list attached hereto as Attachment C, and the Special Project Requirements attached hereto as Attachment D.
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 *one* complete set for each Required Submittal. All Required Submittals, except drawings, must be submitted electronically in PDF format. 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 Friedman, LLP
1420 Miner Street	325 N. LaSalle Street, Suite 450
Des Plaines, Illinois 60016	Chicago, Illinois 60654
Attention: Rob Greenfield	Attention: Peter Friedman

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

Era Valdivia Contractors, Inc.
11909 S. Ave. O, Chicago, IL 600617

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 a certified payroll to the Illinois Department of Labor, in accordance with Section 5 of the Act. The certified payroll must consist of a complete copy of those records required to be made and kept by the Act.

D. Qualified. Bidder has the requisite experience minimum of 8 years, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time set forth above. Bidder warrants and represents that it has met and will meet all required standards set forth in Owner's Responsible Bidder Ordinance M-7-20, including, without limitation, that Bidder and all of Bidder's subcontractors have an active

apprenticeship and training program approved and registered with the United States Department Labor Bureau of Apprenticeship and Training for each of the trades that will perform Work under this Contract.

E. 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: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

Era Valdivia Contractors, Inc.

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

STATE OF ILLINOIS)
)
COUNTY OF _____) SS

CONTRACTOR’S CERTIFICATION

Jose G. Valdivia, 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__.

Era Valdivia Contractors, Inc.

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 THE DULLES WATER TANK PAINTING**

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. Project:

Tank Information:

The structure is a 2,000,000-gallon hydropillar elevated water storage tank with a low-water level of 71 ft. located at 712 Dulles Road in Des Plaines, Illinois.

The work includes:

Exterior: Abrasive blast clean to a SSPC-SP6 commercial standard with containment. Apply a four (4) coat zinc epoxy urethane fluoropolymer system.

Wet Interior: Abrasive blast clean to a SSPC-SP10 near-white metal standard. Apply a three (3) coat zinc epoxy system. Apply a polyurethane caulk to the roof lap seams.

Dry Interior: Spot power tool clean the spot coating failures throughout to a SSPC-SP11 standard. Apply a spot two (2) coat epoxy system to the prepared surfaces. Most of the coating failures are on the baseplate, the platforms, stiffener tops, and in the access tube.

Foundation: Abrasive blast clean and apply a two (2) coat epoxy system.

2. Work Site:

712 Dulles Rd., Des Plaines, IL.

3. Permits, Licenses, Approvals, and Authorizations:

Contractor must obtain all required governmental permits, licenses, approvals, and authorizations, except:

IEPA

No Exceptions

4. **Commencement Date:**

- the date of execution of the Contract by Owner.
- 14 days after execution of the Contract by Owner.
- _____, 20____

5. **Completion Date:**

- 90 days after the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract
- August 23, 2023, plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

Completion includes the approved and acceptable construction of all pay items: including concrete correction (punch) list items, all hot-mix asphalt items including surface courses and all landscape restoration work, including topsoil and sod placement.

Days and Hours of Work. Workdays for this Contract are Monday through Friday between the hours of 7AM to 6PM. No work shall be done or equipment operated outside of these permitted hours. No work shall be done on any Saturdays, Sundays or the following specified days unless otherwise approved by the Project Manager.

- Monday May 29, 2023 Memorial Day Holiday
- Tuesday July 4, 2023 Independence Day Holiday
- Monday September 4, 2023 Labor Day Holiday
- Monday October 9, 2023 Columbus Day Holiday
- Friday November 10, 2023 Veterans Day Holiday
- Thursday November 23, 2023 Thanksgiving Day Holiday
- Friday November 24, 2023 City Holiday
- Monday December 25, 2023 Christmas Holiday

In the event, the Contractor works on Saturday, Sunday, or holiday, during which time the Engineer and/or Inspector(s) are required to be present, the City of Des Plaines shall pay the cost for such overtime engineering services and shall deduct such cost from payments due the Contractor. Overtime engineering services shall be charged at the Engineer's standard hourly rate for all time over eight hours on any single weekday and for all hours on Saturday, Sunday, and holidays and/or Inspector(s) standard hourly rate applied on a one and one-half (x 1 ½) basis for all time over eight hours on any single weekday and for all hours on

Saturday and a double time (x 2) basis for all Sunday and holiday hours of the Inspector's standard hourly rate. If the amount due the Contractor is not sufficient to cover the cost of overtime engineering service, the Contractor shall reimburse the City of Des Plaines in the amount necessary to cover such costs. The Project Manager shall approve necessary personnel and time for engineering services.

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:

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>
_____	_____
_____	_____
_____	_____

7. **Contract Price:**

SCHEDULE OF PRICES

- A. LUMP SUM CONTRACT

For providing, performing, and completing all Work, the total Contract Price of *(write in numbers only)*:

\$ _____

- 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 (see below). 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

NOTE: If Owner has provided a separate form Schedule of Pricing attached to this Attachment A, then that Schedule of Prices will be used and this Subsection B should not be used. If Owner has not provided a separate form Schedule of Prices, then this Subsection B should be used.

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:

COMPLETE TABLE AS INDICATED

<u>A. Bidder agrees to perform all work in the following sections as described in the Contract Documents, including all labor and material for the following Schedule of Values – Section 05 00 00:</u>					
	<u>Unit Price Item</u>	<u>Unit</u>	<u>Number of Units</u>	<u>Price Per Unit</u>	<u>Extension</u>
1	Wet Interior Roof Hatch	Lump Sum	1	\$ 5,000.00	\$ 5,000.00
2	Top Platform Hatch	Lump Sum	1	\$5,000.00	\$5,000.00
3	Overflow Flap Gate	Lump Sum	1	\$7,000.00	\$7,000.00
4	Mud Valve	Lump Sum	1	\$ 10,000.00	\$ 10,000.00
5	Fall Prevention Devices	Lump Sum	1	\$15,000.00	\$ 15,000.00
6	Roof Vents	Lump Sum	1	\$ 8,000.00	\$ 8,000.00
7	Cathodic Clips and Pressure Fitting	Lump Sum	1	\$5,000.00	\$ 5,000.00
8	Roof Handrail and Painter’s Railing	Lump Sum	1	\$ 25,000.00	\$ 25,000.00
9	Access Tube Cover and Cable Routing	Lump Sum	1	\$12,000.00	\$ 12,000.00
TOTAL PRICE SECTION 05 00 00 INCLUDING #1 THROUGH #9:					\$ 92,000.00

B. Bidder agrees to perform all work in the following sections as described in the Contract Documents, including all labor and material for the following Schedule of Values – Section 09 00 00:

	<u>Unit Price Item</u>	<u>Unit</u>	<u>Number of Units</u>	<u>Price Per Unit</u>	<u>Extension</u>
10	Exterior Repaint with Containment	Lump Sum	1	\$ 1,069,000.00	\$ 1,069,000.00
11	Lettering/Logo	Lump Sum	1	\$ 20,000.00	\$ 20,000.00
12	Wet Interior Repaint	Lump Sum	1	\$ 489,000.00	\$ 489,000.00
13	Seam Sealer	Lump Sum	1	\$ 8,000.00	\$ 8,000.00
14	Dry Interior Spot Repaint	Lump Sum	1	\$ 20,000.00	\$ 20,000.00
TOTAL PRICE SECTION 09 00 00 INCLUDING #10 THROUGH #14:					\$ 1,606,000.00

C. Alternate Bid Items: Bidder agrees to perform all work as described in the Contract Documents, including all labor and material for the following items:

ALTERNATE BID ITEMS	Roof Handrail and Painter’s Railing – Howard Water Tank 1402 Howard Ave.	Lump Sum	1	\$ 80,000.00	\$ 80,000.00
TOTAL PRICE SECTION 05 00 00:				\$ 92,000.00	
TOTAL PRICE SECTION 09 00 00:				\$ 1,606,000.00	
TOTAL CONTRACT PRICE (write in numbers only):				\$ 1,698,000.00	
TOTAL PRICE FOR ALTERNATE BID ITEMS:				\$ 80,000.00	
TOTAL CONTRACT PRICE INCLUDING ALTERNATE BID:				\$ 1,778,000.00	

A. Bidder agrees to perform all work in the following sections as described in the Contract Documents, including all labor and material for the following Schedule of Values – Section 05 00 00:

<u>C. ESTIMATED COST ALREADY INCLUDED IN EXTERIOR PAINTING TO PROTECT AND WORK AROUND ANTENNAS AND CABLES. OWNER RESERVES THE RIGHT TO DELETE THIS AMOUNT IF THE ANTENNAS AND CABLES ARE REMOVED.</u>	\$ 0.00
---	---------

C. COMBINED LUMP SUM/UNIT PRICE CONTRACT

(1) For providing, performing, and completing all Work related to *[describe lump sum work]*, the total sum of (*write in numbers only*):

\$ _____

(2) For providing, performing, and completing all Work related to *[describe 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. 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.

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:**

\$ 1,250 per day

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 Attachment D for any special project requirements.

ADDENDUM NO. 1

**CITY OF DES PLAINES
REQUEST FOR CONTRACT PROPOSALS AND CONTRACT
DULLES WATER TANK PAINTING**

February 10, 2023

TO ALL PROPOSERS:

Attention of all Proposers is called to the following revision to the Request for Contract Proposals and Contract for the Dulles Water Tank Painting by the City of Des Plaines, Illinois ("**Request**").

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

I. Modifications to Project Contract

1. **Page 5 of Contract Attachment A Section H**
Section H – Owner as Additional Insured. This section needs to be checked.
2. **Page 161 of 169 of PDF Contract Attachment B**
Replace logo with attached page. Logo to be the same as Oakton Water Tower in Des Plaines.

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

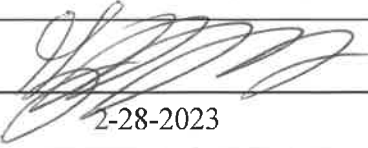
**Dulles Water Tank Painting
Bid Opening 10:00 a.m. February 28, 2023**

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

1

ADDENDUM NO 1

[Deletions are struck through; **additions are bold and double-underlined.**]

COMPANY NAME Era-Valdivia Contractors, Inc.
SIGNATURE 
DATE 2-28-2023

ADDENDUM NO 1

[Deletions are struck through; **additions are bold and double-underlined.**]

ADDENDUM NO. 2

**CITY OF DES PLAINES
REQUEST FOR CONTRACT PROPOSALS AND CONTRACT
DULLES WATER TANK PAINTING**

February 22, 2023

TO ALL PROPOSERS:

Attention of all Proposers is called to the following revision to the Request for Contract Proposals and Contract for the Dulles Water Tank Painting by the City of Des Plaines, Illinois ("**Request**").

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


I. Modifications to Project Contract

1. **Contract Attachment B**
Insert attached drawings 6A, 6B, and 7C

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

**Dulles Water Tank Painting
Bid Opening 10:00 a.m. February 28, 2023**

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

COMPANY NAME Era-Valdivia Contractors, Inc.
SIGNATURE 
DATE 2-28-2023

1

ADDENDUM NO 2

[Deletions are struck through; **additions are bold and double-underlined.**]



**PUBLIC WORKS AND
ENGINEERING DEPARTMENT**

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

MEMORANDUM

Date: March 9, 2023

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

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

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 – Purchase & Delivery of Tennant Model S30XP Industrial Sweeper

Issue: The approved 2023 budget includes \$85,000 in funding for a replacement sidewalk/floor sweeper for current Unit #5022. Three bids for this piece of equipment were received and opened on March 2, 2023.

Analysis: The Public Works and Engineering Department currently utilizes this equipment for parking deck and sidewalk sweeping maintenance. After review of equipment options available, the Tennant S30XP Industrial Sweeper was chosen by crew members and staff to best fit the City’s needs. This is an updated model from the 2005 unit which is currently in use. A bid tabulation is listed below:

Company	Total Price
Taza Supplies LLC dba Tiles In Style, LLC*	\$49,500.00
Standard Equipment Company	\$63,535.79
Factory Cleaning Company	\$64,488.00

*Incomplete Bid

The apparent low bidder, Taza Supplies LLC, submitted a bid for a used/reconditioned unit which does not meet contract specifications. Standard Equipment Company submitted the lowest responsible bid and is a regional distributor for this piece of equipment.

Recommendation: We recommend award of the bid for purchase and delivery of a Tennant Model S30XP Industrial Sweeper from Standard Equipment Company, 625 S. IL RT 83, Elmhurst, IL, 60126, in the amount of \$63,535.79. Source of funding will be the Equipment Replacement Fund account (410-00-000-0000.8015).

Attachments:

- Resolution R-64-23
- Exhibit A – Standard Equipment Company Contract

CITY OF DES PLAINES

RESOLUTION R - 64 - 23

A RESOLUTION APPROVING AN AGREEMENT WITH STANDARD EQUIPMENT COMPANY FOR THE PURCHASE OF ONE TENNANT MODEL S30XP INDUSTRIAL SWEEPER.

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

WHEREAS, the City has appropriated funds in the Equipment Replacement Fund for use by the Public Works and Engineering Department during the 2023 fiscal year for the purchase of one Tennant Model S30XP Industrial Sweeper ("*Equipment*"); and

WHEREAS, pursuant to Chapter 10 of Title 1 of the City of Des Plaines City Code, the City issued an invitation for bids for the purchase of the Equipment; and

WHEREAS, the City received three bids, which were opened on March 2, 2023; and

WHEREAS, Standard Equipment Company ("*Vendor*") submitted the lowest responsible bid in the not-to-exceed amount of \$63,535.79; and

WHEREAS, the City desires to enter into an agreement with Vendor for the purchase of the Equipment in the not-to-exceed amount of \$63,535.79 ("*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 for the purchase of the Equipment;

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 Agreement is approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the City Council.

SECTION 3: EXECUTION. The City Manager and the City Clerk are each authorized and directed 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.

[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 an Industrial Sweeper from Standard Equipment

CITY OF DES PLAINES

CONTRACT FOR PURCHASE AND DELIVERY OF

Tennant Model S30XP Industrial Rider Sweeper

Full Name of Vendor Standard Equipment Company
Principal Office Address 625 S. IL RT 83, Elmhurst, IL 60126
Local Office Address 625 S. IL RT 83, Elmhurst, IL 60126
Contact Person Nate Berk Telephone Number 312-208-6383

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 one (1) Tennant Model S30XP Industrial Rider Sweeper per attached 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.

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 attached specifications (attachment A) at the following prices:

Table with 4 columns: Product Item No., Description of Product per Specs, Quantity of Product, Unit Price of Product. Row 1: 1, Tennant Model S30XP Industrial Rider Sweeper, 1, \$63,535.79

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:

63,535 _____ Dollars and 79 _____ 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:
Payment will be completed within 45 days after delivery and inspection of equipment.

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

3. Contract Time

The Vendor shall deliver the Products to the City at the Delivery Address not later than estimated lead time as noted in Attachment A from date of award and notice to proceed ("Delivery Date"). Without waiving any other remedies available to the City under this Contract or at law or in equity, if the Vendor delivers the Products to the City more than 28 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. Vendor must notify the City in writing immediately of any delays emanating from Supply Chain availability delays. It will be the City's discretion to waive penalty or extend the Delivery Date based on information provided.

4. Financial Assurance

A. Indemnification. 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 5 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 15th day of February 2023.

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

Vendor's Name: Standard Equipment Company

Doing Business As (if different): _____

Signature of Vendor or Authorized Agent: 

(corporate seal) Printed Name: Brandon Shelton
(if corporation)

Title/Position: Vice President

Vendor's Business Address: 625 S. IL RT 83, Elmhurst, IL 60126

Vendor's Business Telephone: 312-829-1919 Facsimile: 630-782-1699

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

NAME	TITLE	ADDRESS
Gerald W. Donlon	Director and President	625 S IL RT 83, Elmhurst, IL 60126
Matthew Golland	Secretary	625 S IL RT 83, Elmhurst, IL 60126
Joseph Donlon	Director, Treasurer, and Assistant Secretary	625 S IL RT 83, Elmhurst, IL 60126

ACCEPTANCE

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

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

CITY OF DES PLAINES

Signature: _____

Printed name: Michael G. Bartholomew

Title: City Manager

ATTACHMENT A

SPECIFICATIONS and PRICING SCHEDULE

Tennant Model S30XP Industrial Rider Sweeper

- Air Technology / Broom Technology: Broom Technology
- Application: Indoor, Outdoor, Indoor & Outdoor
- Dump Type: High Dump
- Estimated Run Time: Continuous
- Main Brush Dimensions: 45 in / 1145 mm
- Sound Level: As low as 80 dBA +/- 3.0 dBA (G/LP), 83 dBA +/- 3.0 dBA (Diesel)
- Propelling Speed: Up to 8 mph / 12.9 km/h
- Sweep Technology: Direct Throw
- Cleaning Path: 62.5 in / 1588 mm, 80 in / 2032 mm
- Hopper Capacity: 14.0 cubic ft / 395 L
- Dust Control Systems: Dry, Wet
- Estimated Coverage/Productivity: Up to 281600 sq ft / 26010 sq m
- Machine Type: Ride-On
- Side Brush Dimensions: 26 in / 660 mm (diameter)

Standard Equipment

55 HP 1.6 Liquid Propane Powered Engine

Power Steering

60 Inch Multi-level Dump

Plastic Hopper

Electronic Controls

Deluxe Seat

Solid Rubber Front Tires and Rear

Solid Non-Marking Tire

No-Tool Brush Change

Retractable Standard Side Brush

L.H. Side Brush

SweepSmart 3 Stage Filtration

VCS Filter Shaker

Thermo-Sentry

Low-Force Accelerator Pedal

Swing-Type Hydraulic Oil Cooler

T-Beam Super-Structure Frame

Steel-Channel Wraparound Bumper

Headlights

Industrial-Grade Radiator

Underwriter's Laboratory Label

Color-Coded/Numbered Wiring

Circuit Breakers

Hour Meter

Fuel Level Indicator

Oil Pressure Indicator
Water Temperature Indicator
Ampere Gauge
Indoor Safety Light Package
Safety Light Package (outdoor)
Heavy Duty Protection Package
Winch Hook
Warranty-48 Months or 2,800 hours on all components, except wear items, and six months labor.

SCHEDULE OF PRICING

ITEM	COST
Tennant Model S30XP Industrial Rider Sweeper per attached specifications	\$63,535.79
Delivery	
TOTAL EXTENDED PRICE	\$63,535.79

ESTIMATED LEAD TIME: 12 months



MEDIA SERVICES

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

MEMORANDUM

Date: March 20, 2023
To: Michael G. Bartholomew, MCP, LEED-AP, City Manager
From: Maureen Stern, Media Services Director *MS*
Subject: Agreement with Mount Prospect Park District for City Hosted Event

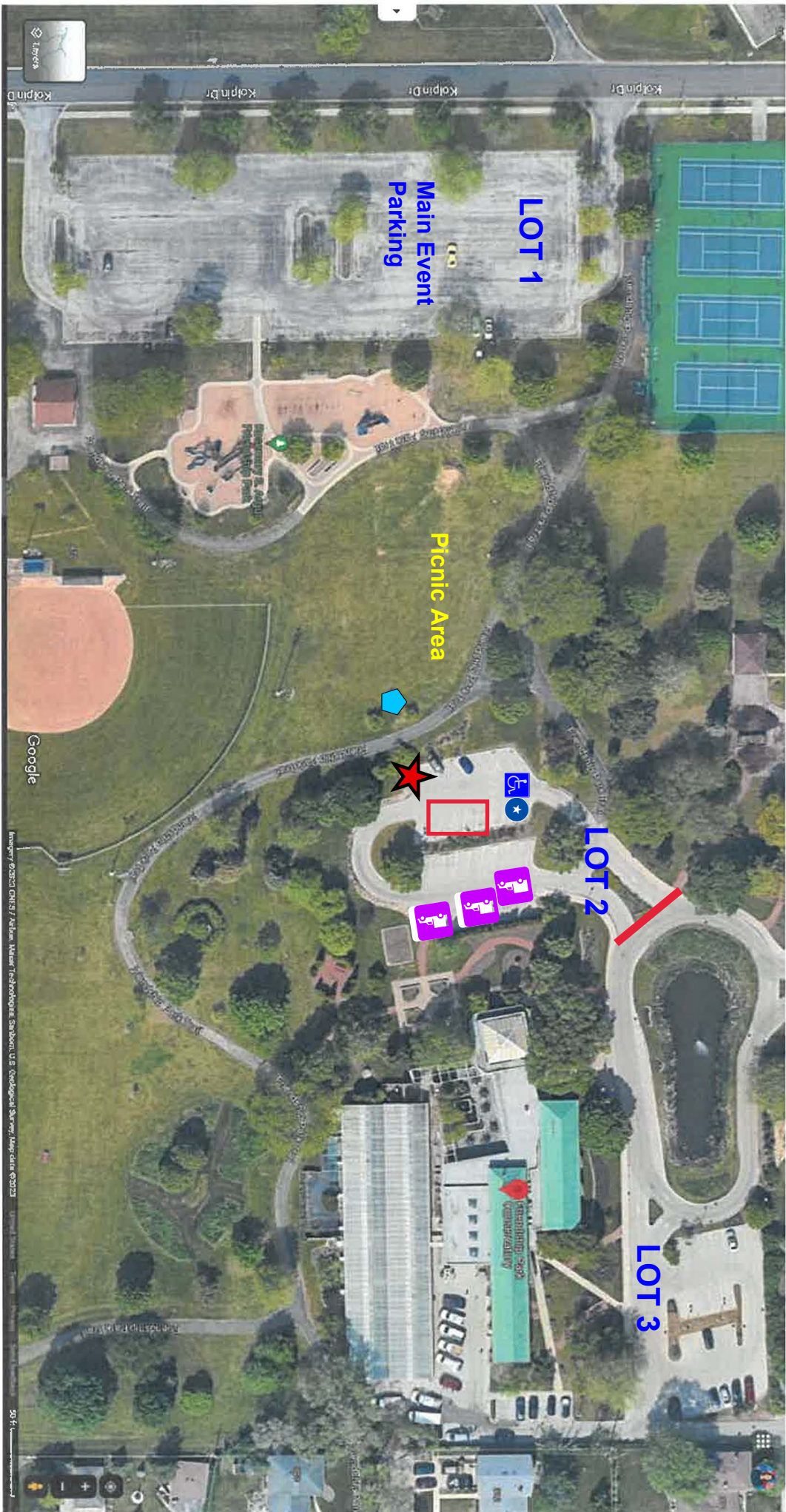
Issue: Attached for consideration and approval is an agreement between the City of Des Plaines and Mount Prospect Park District allowing the City to use the Rosemary S. Argus Friendship Park for a food truck event.

Analysis: The agreement sets forth each party's duties and responsibilities for the use of Mount Prospect Park District property for the event on Tuesday, May 23, 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 agreement with Mount Prospect Park District for the use of its property for the event.

Attachments:

- Attachment 1 – Map
- Resolution R – 67– 23
- Exhibit A - Agreement



Legend

-  Portalet/ Wash Station
-  Portalet/ Wash Station
-  Stage
-  Power Access
-  Food Trucks
-  Picnic Table Area

CITY OF DES PLAINES

RESOLUTION R - 67 - 23

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MOUNT PROSPECT PARK DISTRICT FOR USE OF ROSEMARY S. ARGUS FRIENDSHIP PARK FOR A MAY 23, 2023 FOOD TRUCK EVENT.

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 Mount Prospect Park District ("**MPPD**") owns the property commonly referred to as Rosemary S. Argus Friendship Park and known as 395 W. Algonquin Road, Des Plaines, Illinois ("**Park District Property**"); and

WHEREAS, the City desires to host a food truck event for the public on May 23, 2023 on the Park District Property ("**Event**"), and the MPPD desires to grant the City permission to host the Event; and

WHEREAS, the City and MPPD propose to enter into an intergovernmental agreement to set forth their respective rights and obligations regarding the Event ("**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 MPPD;

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 Agreement with the MPPD is approved 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 Manager is authorized 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

**Facilities Use Intergovernmental Agreement
City of Des Plaines
and
Mt. Prospect Park District**

This Facilities Use Intergovernmental Agreement (“Agreement”) is entered into on _____, 2023 by and between The City of Des Plaines, an Illinois home rule municipality (the “City”), and the Mt. Prospect Park District, an Illinois park district (“Mt. Prospect” or “MPPD”) (individually, the City and Mt. Prospect are a “Party” and, collectively, the City and Mt. Prospect are referred to as the “Parties”).

Use of MPPD Property for the Event: The MPPD grants the City a temporary license to use the grounds of Rosemary S. Argus Friendship Park located at 395 W. Algonquin Road (“Park”) for a food truck festival with food trucks and live music (“Event”), at no cost to either the City or Mt. Prospect, subject to the terms contained herein.

Time and Place of Event:

The Event will take place on Tuesday, May 23, 2023, from 5 p.m. until approximately 8 p.m. The food trucks and stage will be set up outdoors in Lot 2, as depicted on the Event Map attached to this Agreement as Exhibit 10A, and attendees of the Event are invited to enjoy the event from various locations within the Park. The MPPD will host an open house within the Friendship Park Conservatory building in the Park, which attendees of the Event may also attend (“Open House”). The City has no responsibility for the Open House.

Set-up:

The City may begin setting up the Event at 10 a.m. on May 23, 2023; provided, however, the City will contact the MPPD before any set up activity begins.

Cancellation:

If the City must cancel the Event, the City will notify MPPD as soon as practicable on May 23. It is critical that this contact be made as quickly as possible so that personnel for the MPPD can be notified and so that the MPPD is prepared to respond to questions of the public and media in regard to the cancellation.

If the Event is cancelled, the City will be permitted to leave the set up in place through May 24, 2023. However, the MPPD will not be held responsible for the safety of any property left at the Park. Additional efforts to secure the Event property and equipment are the responsibility of the City and must be coordinated with and conducted with the approval of the MPPD.

The MPPD Responsibilities:

Personnel. MPPD will provide a facilities team member, available between 10 a.m. and 9 p.m. on May 23, 2023. Any additional MPPD 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. MPPD will provide

- Attendees and people working at the Event access to the building in the Park so that they may use the restrooms.
- Electrical power necessary to support the Event.
- Ten picnic tables on Lot 2.

- Parking spaces on Lot 1 for attendees and overflow parking if necessary.
- 15 45-gallon trash cans placed throughout the event.

Retention Pond Safety and Maintenance. The MPPD will be responsible for ensuring that all Event patrons, attendees and workers stay away from the retention pond in front of Friendship Park Conservatory.

The City Responsibilities:

Toilet Facilities. The City will provide portable toilets and a hand washing station 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 tables and portable toilets, will be removed the day following the Event. The Park must be in suitable condition for its employees and visitors when it re-opens for regular business at 10 a.m. on Tuesday, May 24, 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 the MPPD property and within the Park is prohibited.

Hold Harmless and Insurance. The City agrees to indemnify and hold harmless the MPPD, its Commissioners, 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 City's use of the Park for the Event, except to the extent that such Claims arise out of or are related to the gross negligence or willful misconduct of the MPPD, its Commissioners officers, employees and agents.

Nothing in this agreement is intended to abrogate or diminish any statutory or common law tort immunities that may apply to the City or the MPPD.

The City will provide a Certificate of Insurance to the MPPD not later than May 16, 2023, verifying that the MPPD (properly known as "Mt. Prospect Park District") is an additional insured under a general liability and automobile policies of at least \$2 million with an insurance company acceptable to the MPPD.

Primary Contacts.

MPPD Contact and Coordinator: Matt Dziubinski, Director of Parks and Planning (847) 956-6773.

City Contact and Coordinator: Jill Gambino, Communications and Events Associate (847) 626-4303

[SIGNATURES ON FOLLOWING PAGE]

The representatives signing this Agreement on behalf of the Parties have been duly authorized to bind the Parties to the terms and conditions of this Agreement.

MT. PROSPECT PARK DISTRICT

ACCEPTED:

Name:
Title:
Date: _____

By: _____
Michael Bartholomew
For the City of Des Plaines
Date: _____

Attachment: Map of Friendship Park Grounds

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, MARCH 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 6:00 p.m. in the Eleanor Rohrbach Memorial Council Chambers, Des Plaines Civic Center on Monday, March 6, 2023.

ROLL CALL

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

CLOSED SESSION

Moved by Brookman, seconded by Chester 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, Brookman,
Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 1 - Zadrozny

Motion declared unanimously carried.

The City Council recessed at 6:01 p.m.

The City Council reconvened at 7:00 p.m.

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

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

PRAYER AND PLEDGE

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

PROCLAMATION

City Clerk Mastalski read a proclamation by Mayor Goczkowski declaring March as Women's History Month.

PUBLIC COMMENT

Resident Robert Niemotka complimented the public works department for their hard work and quick action regarding a damaged tree outside of his property.

Members of St. John the Baptist Greek Orthodox Church requested help with repairing the bridge which connects their property to Dempster Street.

City Manager Bartholomew directed Director of PW&E Oakley to investigate the background of the bridge and what easements exist between IDOT and the property owner; and to then provide an update for the City Council.

A couple residents inquired regarding what can be done to note school zones beyond stop signs and pedestrian crossings.

Resident Jim Hansen thanked the City for addressing the Welkin Building concerns since it is a representation of the City, and expressed his disdain for the initial aldermanic response.

**ALDERMAN
ANNOUNCEMENTS**

Alderman Zadrozny mentioned today is Casimir Pulaski Day.

Alderman Chester stated the O’Hare Commission approved a sound corridor in which the included area of Des Plaines was significantly reduced.

**MANAGER’S
REPORT**

City Manager Bartholomew stated an item was scheduled for tonight’s meeting regarding 1700 Higgins Road class 7 B tax incentive, but the item has been postponed indefinitely at the request of the petitioner. He also stated another item for tonight’s meeting was postponed regarding 827 Elmhurst Road due to a petitioner request for it to be postponed until the March 20, 2023 City Council meeting.

The items were postponed without objection.

CONSENT AGENDA

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

Upon voice vote, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Zadrozny,
Brookman, Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

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

Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Zadrozny,
Brookman, Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

Minutes were approved; Ordinance M-6-23 was adopted; Re-appointments were approved; Resolutions R-52-23, R-57-23, R-58-23 were adopted.

**AUTH REL OF
FUNDS/ PK LND/
HALSTON MKT
Consent Agenda**

Moved by Brookman, seconded by Zadrozny, to Approve Resolution R-57-23, A RESOLUTION APPROVING THE RELEASE OF PARK LAND DEDICATION FEE-IN-LIEU FUNDS FOR THE HALSTON MARKET RESIDENTIAL DEVELOPMENT AT 1050 EAST OAKTON STREET, 1000-1100 EXECUTIVE WAY, AND 1555 TIMES DRIVE. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-57-23**

**AUTH APP/ GRANT/
COOK COUNTY
Consent Agenda**

Moved by Brookman, seconded by Zadrozny, to Approve Resolution R-58-23, A RESOLUTION AUTHORIZING AN APPLICATION FOR AN INVEST IN COOK PROGRAM GRANT FROM COOK COUNTY. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-58-23**

**APPROVE AMEND
TO AGRMT/ CG
SVCS/ ANDY FRAIN
Consent Agenda**

Moved by Brookman, seconded by Zadrozny, to Approve Resolution R-52-23, A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE AGREEMENT WITH ANDY FRAIN SERVICES FOR CROSSING GUARD SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-52-23**

**SECOND READING/
ORDINANCE
M-6-23**

Consent Agenda

Moved by Brookman, seconded by Zadrozny, to Approve 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. Motion declared carried as approved unanimously under Consent Agenda.

**RE-
APPOINTMENTS/
YOUTH COMM**

Consent Agenda

Moved by Brookman, seconded by Zadrozny, to Approve MAYORAL RE-APPOINTMENTS TO THE YOUTH COMMISSION OF JOSEPHINE AL-NAEMY, RONALD BURTON, MARY DANKOWSKI, AND BOB NEIL – ALL TERMS TO EXPIRE 9/4/2026. Motion declared carried as approved unanimously under Consent Agenda.

**APPROVE
MINUTES**

Consent Agenda

Moved by Brookman, seconded by Zadrozny, to Approve the Minutes of the City Council meeting of February 21, 2023, as published. Motion declared carried as approved unanimously under Consent Agenda.

**APPROVE
MINUTES**

Consent Agenda

Moved by Brookman, seconded by Zadrozny, to Approve the Closed Session Minutes of the City Council meeting of February 6, 2023, as published. Motion declared carried as approved unanimously under Consent Agenda.

**UNFINISHED
BUSINESS**

**CONSIDER AUTH
REIMB FOR ADDL
STREETSCAPE**

**ALONG
GRACELAND AVE
ASSOC WITH THE
DVLP AT 1425
ELLINWOOD ST**

**Resolution
R-226-22**

Director of Community & Economic Development Carlisle and Director of Public Works and Engineering Oakley reviewed a memorandum dated February 24, 2023.

At the December 19, 2022 meeting, the City Council deferred consideration of the authorization which reimburses developer 1425 Ellinwood Apartments, LLC for a portion of streetscape work they have completed that is not part of their required public improvements. Since December, staff has conducted an additional inspection of the work in the relevant area.

The redevelopment agreement (RDA) between the City and 1425 Ellinwood Apartments, LLC (“Developer”) stipulates that the developer of the Bayview-Compasspoint mixed-use development fronting on Ellinwood, Lee Street, and Graceland Avenue is entitled to a reimbursement for a portion of completed streetscaping improvements along Graceland.

The Public Works and Engineering Department (PWE) has inspected the currently completed work and calculated that \$95,736.74 is the reimbursement amount. However, PWE is recommending that \$85,736.74 be authorized for payment at this time, with \$10,000 retained until the department can verify the health of the streetscape trees and stability of the paver bricks once frost has left the ground. The approving resolution would allow the City Manager to authorize the release of the final \$10,000 after PWE’s approval and final inspection.

Alderman Brookman requested the release of the final \$10,000.00 be left for approval by City Council rather than by staff.

Moved by Moylan, seconded by Brookman, to Approve, as amended, to require City Council authorization of the final \$10,000.00 rather than staff, the Resolution R-226-22, A RESOLUTION AUTHORIZING REIMBURSEMENT FOR ADDITIONAL STREETSCAPE WORK ALONG GRACELAND AVENUE ASSOCIATED WITH THE BAYVIEW COMPASSPOINT MIXED-USE DEVELOPMENT AT 1425 ELLINWOOD STREET.

Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Zadrozny,
Brookman, Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

NEW BUSINESS

FINANCE & ADMINISTRATION – Alderman Zadrozny, Chair

WARRANT REGISTER

Alderman Zadrozny presented the Warrant Register.

Resolution

Moved by Zadrozny, seconded by Oskerka, to Approve the Warrant Register of March 6, 2023 in the Amount of \$3,793,428.43 and Approve Resolution R-59-23.

R-59-23

Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Zadrozny,
Brookman, Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

ADJOURNMENT

Moved by Brookman, seconded by Chester to adjourn the meeting. The meeting adjourned at 7:34 p.m.

Jessica M. Mastalski – CITY CLERK

APPROVED BY ME THIS _____

DAY OF _____, 2023

Andrew Goczkowski, MAYOR



FINANCE DEPARTMENT

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

MEMORANDUM

Date: March 8, 2023
To: Michael G. Bartholomew, City Manager
From: Dorothy Wisniewski, Assistant City Manager/Director of Finance
Subject: Resolution R-65-23, March 20, 2023, Warrant Register

Recommendation: I recommend that the City Council approve the March 20, 2023, Warrant Register Resolution R-65-23.

Warrant Register.....\$3,169,178.35

Estimated General Fund Balance
Balance as of 12/31/2022: \$35,836,793
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-65-23

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.

March 20, 2023

City of Des Plaines

Warrant Register 03/20/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 100 - General Fund					
Elected Office					
Division: 110 - Legislative					
1	6015	Communication Services	1552 Verizon Wireless	9927649660 Communication Service 01/14-02/13/2023	384.71
Total 110 - Legislative					384.71

Division: 120 - City Clerk						
2	5310	Membership Dues	1453 International Institute of Municipal Clerks	#31338 2023-2024	2023-2024 Deputy Clerk Dues	125.00
3	5310	Membership Dues	1453 International Institute of Municipal Clerks	#38624 2023-2024	2023-2024 FOIA Officer Dues	125.00
4	6000	Professional Services	8197 American Legal Publishing Corporation	23462	Codify Ordinances-2023 S-9 Supplement Pages 02/20/2023	837.37
5	6005	Legal Fees	8133 Elrod Friedman LLP	11418	1-23 Non-Retainer Matters	6,975.50
6	6015	Communication Services	1552 Verizon Wireless	9927649660	Communication Service 01/14-02/13/2023	42.19
7	6100	Publication of Notices	1050 Journal & Topics Newspapers	189594	Legal Notice - Purchase of Industrial Rider Sweeper 02/15/2023	86.55
8	6120	Recording Fees	8133 Elrod Friedman LLP	11704	1-23 Non-Retainer Matters	94.00
9	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8003328324R	Shredding Services 02/03/2023	19.88
10	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8003339738	Shredding Services 02/10/2023	19.88
11	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8003379876	Shredding Services 02/17/2023	19.88
12	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 021023	Water Delivery Service 02/02/2023	2.00
13	7500	Postage & Parcel	1041 Federal Express	8-047-19142	Shipping Charge 02/17/2023	7.21
Total 120 - City Clerk					8,354.46	

Total 10 - Elected Office					8,739.17
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City Administration						
Division: 210 - City Manager						
14	6005	Legal Fees	8133 Elrod Friedman LLP	11423	1-23 Non-Retainer Matters	351.00
15	6005	Legal Fees	8133 Elrod Friedman LLP	11430	1-23 Non-Retainer Matters	3,498.00
16	6005	Legal Fees	8133 Elrod Friedman LLP	11431	1-23 Non-Retainer Matters	4,439.00
17	6005	Legal Fees	8133 Elrod Friedman LLP	11434	1-23 Non-Retainer Matters	3,307.50
18	6005	Legal Fees	8133 Elrod Friedman LLP	11435	1-23 Non-Retainer Matters	1,623.00
19	6005	Legal Fees	8133 Elrod Friedman LLP	11439	1-23 Non-Retainer Matters	60.00
20	6005	Legal Fees	8133 Elrod Friedman LLP	JAN 2023 RET	January 2023 Retainer	19,500.00
21	6009	Legal Fees - Admin Hearings/Prosecutions	1073 Bartel, Raymond	23-04	Traffic Court and Administrative Hearings February 2023	1,500.00
22	6015	Communication Services	1552 Verizon Wireless	9927649660	Communication Service 01/14-02/13/2023	42.19
23	7000	Office Supplies	1644 Warehouse Direct Inc	5438487-0	Copy Paper and Batteries	113.91
24	7000	Office Supplies	1644 Warehouse Direct Inc	5438487-1	Batteries	23.28

City of Des Plaines

Warrant Register 03/20/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
25	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 021023	Water Delivery Service 02/02/2023	90.44
Total 210 - City Manager					34,548.32	

Division: 230 - Information Technology						
26	6015	Communication Services	1552 Verizon Wireless	9927649660	Communication Service 01/14-02/13/2023	1,032.75
27	6300	R&M Software	5068 IT Savvy LLC	01406729	30 Cisco Duo Security Std Access Licenses 09/04/2022-04/21/2023	1,091.70
28	6305	R&M Equipment	8399 Park Place Technologies LLC	PUSA1009002421	Maintenance Contract 8/1/21-8/31/21	117.00
29	6305	R&M Equipment	8399 Park Place Technologies LLC	PUSA1009003196	Maintenance Contract 10/1/21-10/31/21	117.00
30	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 021023	Water Delivery Service 02/02/2023	58.46
31	7320	Equipment < \$5,000	1035 Dell Marketing LP	10652790177	2 Lithium Repl Batteries for Select Laptops	131.98
32	7320	Equipment < \$5,000	1026 CDW LLC	GV09083	Panasonic AC Adaptor FZ-55 MK1	238.77
Total 230 - Information Technology					2,787.66	

Division: 240 - Media Services						
33	6015	Communication Services	1552 Verizon Wireless	9927649660	Communication Service 01/14-02/13/2023	246.96
34	7000	Office Supplies	1644 Warehouse Direct Inc	5435542-0	1 Box Paper, 2 Tab Packs, 3 Corr Tape, 2 Glue, 1 Eraser, Etc.	68.67
Total 240 - Media Services					315.63	

Division: 250 - Human Resources						
35	5340	Pre-Employment Testing	1320 IL State Police	Cost 01755-01/23	Fingerprint Background Check Services January 2023	56.50
36	6015	Communication Services	1552 Verizon Wireless	9927649660	Communication Service 01/14-02/13/2023	42.19
37	6100	Publication of Notices	1485 ILCMA - IL City/County Management Assoc	4253	Job Posting - Management Analyst 2/16/2023-3/9/2023	50.00
38	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8003328324R	Shredding Services 02/03/2023	19.90
39	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8003339738	Shredding Services 02/10/2023	19.90
40	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8003379876	Shredding Services 02/17/2023	19.90
41	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 021023	Water Delivery Service 02/02/2023	76.95
42	7550	Miscellaneous Expenses	5500 4imprint Inc	10875771	Employee Recognition Week, 375 Power Banks and Backpacks	14,427.22
Total 250 - Human Resources					14,712.56	

Division: 260 - Health & Human Services						
43	7200	Other Supplies	8802 Corporate Product Solutions Inc.	4827	100 Des Plaines Badge Holders	357.00
Total 260 - Health & Human Services					357.00	

Total 20 - City Administration					52,721.17
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City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Department: 30 - Finance						
44	6015	Communication Services	1552 Verizon Wireless	9927649660	Communication Service 01/14-02/13/2023	143.80
45	6110	Printing Services	1233 Press Tech Inc	50758	1 Box of Business Cards 02/28/2023	25.00
46	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8003328324R	Shredding Services 02/03/2023	19.90
47	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8003339738	Shredding Services 02/10/2023	19.90
48	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8003379876	Shredding Services 02/17/2023	19.90
49	7000	Office Supplies	8690 ODP Business Solutions LLC	293373359001	10 Wastebasket, 1 Calculator, 3 Paper Clip Holders, Etc.	9.99
50	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 021023	Water Delivery Service 02/02/2023	76.95
51	7200	Other Supplies	8690 ODP Business Solutions LLC	291348182001	Return 10 Wastebaskets	(48.20)
52	7200	Other Supplies	8690 ODP Business Solutions LLC	293373359001	10 Wastebasket, 1 Calculator, 3 Paper Clip Holders, Etc.	56.73
53	7200	Other Supplies	2016 Signarama	43625	1 Nameplate for Senior Clerk in Finance	28.45
54	7320	Equipment < \$5,000	8690 ODP Business Solutions LLC	293373359001	10 Wastebasket, 1 Calculator, 3 Paper Clip Holders, Etc.	109.69
Total 30 - Finance					462.11	

Community Development						
Division: 410 - Building & Code Enforcement						
55	6000	Professional Services	3337 HR Green Inc	160200	Building Inspection & Plan Review Services Jan 2023	4,418.85
56	6000	Professional Services	6315 B&F Construction Code Services Inc	17301	Professional Plan Review & Inspection January 2023 Inspections	2,922.45
57	6000	Professional Services	5764 GovTempUSA LLC	4134618	Building Official Assistance Weeks Ending 2/12/23 & 2/19/2023	8,216.25
58	6000	Professional Services	7647 Citywide Elevator Inspection Services Inc	DP8469	45 Elevator Inspections -February 2023	360.00
59	6005	Legal Fees	8133 Elrod Friedman LLP	11432	1-23 Non-Retainer Matters	6,665.69
60	6005	Legal Fees	8133 Elrod Friedman LLP	11433	1-23 Non-Retainer Matters	600.00
61	6015	Communication Services	1552 Verizon Wireless	9927649660	Communication Service 01/14-02/13/2023	558.58
62	6195	Miscellaneous Contractual Services	8354 Backflow Solutions Inc	7824	Backflow Administrative Services 2023 (Annual Fees)	1,090.00
63	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 021023	Water Delivery Service 02/02/2023	108.42
64	7320	Equipment < \$5,000	1552 Verizon Wireless	9927649660	Communication Service 01/14-02/13/2023	842.44
Total 410 - Building & Code Enforcement					25,782.68	

Division: 420 - Planning & Zoning						
65	6005	Legal Fees	8133 Elrod Friedman LLP	11424	1-23 Non-Retainer Matters	1,863.00
66	6005	Legal Fees	8133 Elrod Friedman LLP	11443	1-23 Non-Retainer Matters	468.00
67	6005	Legal Fees	8133 Elrod Friedman LLP	11704	1-23 Non-Retainer Matters	1,611.05

City of Des Plaines

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68	6015	Communication Services	1552 Verizon Wireless	9927649660	Communication Service 01/14-02/13/2023	42.19
Total 420 - Planning & Zoning					3,984.24	

Division: 430 - Economic Development						
69	6015	Communication Services	1552 Verizon Wireless	9927649660	Communication Service 01/14-02/13/2023	42.19
Total 430 - Economic Development					42.19	

Total 40 - Community Development					29,809.11
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Public Works & Engineering						
Division: 100 - Administration						
70	6015	Communication Services	1552 Verizon Wireless	9927649660	Communication Service 01/14-02/13/2023	94.12
71	6300	R&M Software	6055 Axiom Human Resource Solutions Inc	0000050178	Kronos User Fee - January 2023	196.98
Total 100 - Administration					291.10	

Division: 510 - Engineering						
72	6015	Communication Services	1552 Verizon Wireless	9927649660	Communication Service 01/14-02/13/2023	366.17
Total 510 - Engineering					366.17	

Division: 520 - Geographic Information Systems						
73	6195	Miscellaneous Contractual Services	1060 Municipal GIS Partners Inc	6552	R-205-22 Geographic Information System Support 02/01-02/28/2023	18,540.00
Total 520 - Geographic Information Systems					18,540.00	

Division: 530 - Street Maintenance						
74	6015	Communication Services	1552 Verizon Wireless	9927649660	Communication Service 01/14-02/13/2023	463.01
75	6195	Miscellaneous Contractual Services	3595 TraffTech Inc	2056	Annual Square Maintenance Program 04/01/2023-03/31/2024	1,485.00
76	6195	Miscellaneous Contractual Services	3361 G&L Contractors Inc	23-0038	Snow Plowing Services - 02/17/2023, R-141-22	5,306.00
77	6195	Miscellaneous Contractual Services	7050 DGO Premium Services Company	9635016	Sidewalk Salting Services - 02/16/2023, R-141-22	1,900.00
78	6195	Miscellaneous Contractual Services	7050 DGO Premium Services Company	9635017	Sidewalk Salting & Plowing Services - 02/16/2023, R-141-22	3,800.00
79	6195	Miscellaneous Contractual Services	7050 DGO Premium Services Company	9635018	Sidewalk Salting & Plowing Services - 02/17/2023, R-141-22	3,800.00
80	6195	Miscellaneous Contractual Services	7050 DGO Premium Services Company	9635019	Sidewalk Salting Services - 02/22/2023, R-141-22	1,900.00
81	6195	Miscellaneous Contractual Services	7050 DGO Premium Services Company	9635020	Sidewalk Salting & Plowing - 02/24/2023, R-141-22	3,800.00
82	6325	R&M Street Lights	1044 H&H Electric Co	40799	Beacon Repair - Algonquin Rd Bridge - 01/03/2023, R-29-22	1,834.78
83	6325	R&M Street Lights	1044 H&H Electric Co	40800	Streetlight Repairs - Various Locations 01/11/2023, R-29-22	1,690.45
84	6325	R&M Street Lights	1044 H&H Electric Co	40848	Streetlight Repairs - Various Locations 01/20/2023	686.72
85	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	13306	Carbide Blades	19.97
86	7035	Supplies - Equipment R&M	1057 Menard Incorporated	12897	Toolbox Carpets - PW 5137	53.80

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87	7055	Supplies - Street R&M	1732 Traffic Control & Protection Inc	113894	170 Aluminum Sign Blanks	2,436.50
88	7055	Supplies - Street R&M	1057 Menard Incorporated	11874	6 Gals Fabuloso	47.82
89	7055	Supplies - Street R&M	8244 Des Plaines Ace Hardware	3316	Fasteners	3.50
90	7055	Supplies - Street R&M	1043 WW Grainger Inc	9569064893	12 Streetlights	340.38
91	7300	Uniforms	2067 Cutler Workwear	PS-INV015717	Quartermaster Uniforms - Sweatshirts	3,477.82
Total 530 - Street Maintenance					33,045.75	

Division: 535 - Facilities & Grounds Maintenance						
92	6015	Communication Services	1552 Verizon Wireless	9927649660	Communication Service 01/14-02/13/2023	190.06
93	6145	Custodial Services	8073 Crystal Maintenance Services Corporation	30814	Custodial Services - 7 Buildings - March 2023, R-156-22	8,240.00
94	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4146716206	Mat Service - Metra Train Station - 02/15/2023	35.55
95	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4147409260	Mat Service - Metra Train Station - 02/22/2023	35.55
96	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4147409288	Mat Service - Police Station - 02/22/2023	128.85
97	6315	R&M Buildings & Structures	1237 Pro-Line Door Systems Inc	94884	Overhead Door Repair - Station 61 - 02/20/2023	455.30
98	6315	R&M Buildings & Structures	1237 Pro-Line Door Systems Inc	94909	Overhead Door Repair 02/21-02/23/2023 - Fire Station #63	1,770.30
99	6315	R&M Buildings & Structures	8772 Helm Service	CHI189421	Heater Repair - Fire Station #61 - 01/22/2023, R-228-22	640.29
100	6315	R&M Buildings & Structures	8772 Helm Service	CHI189422	RTU Repair - PW - 01/16-01/18/2023, R-228-22	1,420.80
101	6315	R&M Buildings & Structures	8772 Helm Service	CHI189669	HVAC Repair - PW Street Department 01/31/2023, R-228-22	618.00
102	7020	Supplies - Safety	1057 Menard Incorporated	13304	Respirators & Wrecking Bars - Leela Building	59.96
103	7020	Supplies - Safety	4093 White Cap LP	50021150807	Ear Muffs, Hard Hats, & Drilling Shroud - Leela Building	166.95
104	7025	Supplies - Custodial	1029 Cintas Corporation	4146716287	Cleaners, Paper Towels, Soap, Mat, & Scrubs - PW	151.64
105	7025	Supplies - Custodial	1029 Cintas Corporation	4147409250	Cleaners, Paper Towels, Soap, Mat, & Scrubs - PW	173.96
106	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	12651	Drywall Anchors, Bit Kit, Key Sets, Bit Holders	17.95
107	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	13294	Carbide Blades & Metal Wheels	59.95
108	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	13304	Respirators & Wrecking Bars - Leela Building	63.93
109	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	13305	Returned Carbide Blade	(29.97)
110	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1114117	Rod Lever Trim & Rim Exit Device - Fire Station #61	2,436.54
111	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1114206	Latch Kits, Rod Levers, & Cylinder - Fire Station #61	2,403.68
112	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1114286	Vertical Rod Device & Rod Lever Trim - Fire Station #61	1,888.05

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113	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1114314	Vertical Rod Device - Fire Station #61	1,468.21
114	7045	Supplies - Building R&M	1057 Menard Incorporated	12644	Fabuloso, Power Strips, Extension Cords - City Hall	69.32
115	7045	Supplies - Building R&M	1057 Menard Incorporated	12658	Smoke Film & Film Application Kit - City Hall 2nd Floor	33.96
116	7045	Supplies - Building R&M	1057 Menard Incorporated	12856	Adhesive Remover, Neoprene, Glasses, Etc. - Fire Station #61	46.93
117	7045	Supplies - Building R&M	1057 Menard Incorporated	12899	U-Tile Modular Access - Fire Station #61	684.64
118	7045	Supplies - Building R&M	1057 Menard Incorporated	12902A	Film App Kitt & Frosted Film - City Hall 2nd Floor	51.97
119	7045	Supplies - Building R&M	1057 Menard Incorporated	12927	Flip Toggles - Fire Station #61	10.98
120	7045	Supplies - Building R&M	1057 Menard Incorporated	12962	Trim Screws & Aluminum Sheets - Fire Station #61	85.88
121	7045	Supplies - Building R&M	1057 Menard Incorporated	12963	Filler Plates, Pans, Anchors - Police Station	30.90
122	7045	Supplies - Building R&M	1057 Menard Incorporated	12968	Straight Tinner - Fire Station #61	16.97
123	7045	Supplies - Building R&M	1057 Menard Incorporated	12976	Trim Screws - Fire Station #61	13.35
124	7045	Supplies - Building R&M	1057 Menard Incorporated	13164	Lighter - Fire Station #61	4.49
125	7045	Supplies - Building R&M	1057 Menard Incorporated	13173	2 Mending Braces - Police Station	1.96
126	7045	Supplies - Building R&M	1057 Menard Incorporated	13179A	Light Bulbs - Police Station	74.98
127	7045	Supplies - Building R&M	1057 Menard Incorporated	13207A	Bear Claws, Toggle Bolts, Drill Bits, Flip Toggles - City Hall	27.17
128	7045	Supplies - Building R&M	1057 Menard Incorporated	13263	Outlet Plates, Spackling, Scraper, Putty Knife, Etc. - PW	19.63
129	7045	Supplies - Building R&M	1187 Scharm Floor Covering	16335	Threshold - Fire Station #61	13.80
130	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	3477	2 Fasteners - City Hall	9.98
131	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	3484	Fast Acting Fuse - Gas Pump Printer	6.29
132	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	3503	Mounting Tape, Washer, & Fasteners - Police Station	44.69
133	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	3529	Plumbing Fittings - City Hall	37.70
134	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/062007	Electric Cord Drops & Connector - Fire Station #61	88.55
135	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/062008	Electric Cord Drops & Connector - Fire Station #61	93.18
136	7110	Natural Gas	1064 Nicor	02/13/23 x451619	Natural Gas Service 01/24-02/12/2023	669.49
137	7110	Natural Gas	1064 Nicor	02/13/23 x465297	Natural Gas Service 01/20-02/12/2023	1,387.73
138	7140	Electricity	1033 ComEd	0169072100-02/23	Electricity Service 01/19-02/07/2023	88.66
139	7140	Electricity	1033 ComEd	0459113083-02/23	Electricity Service 01/14-02/14/2023	5,890.67
140	7140	Electricity	1033 ComEd	0801154263	Electricity Service 01/19-02/06/2023	15.91

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141	7140	Electricity	1033 ComEd	2685017085-02/23	Electricity Service 01/06-02/06/2023	111.43
142	7140	Electricity	1033 ComEd	4974385007-02/23	Electricity Service 01/11-02/09/2023	24.16
143	7140	Electricity	1033 ComEd	4974507003-02/23	Electricity Service 01/06-02/06/2023	521.36
144	7140	Electricity	1033 ComEd	5310485089-02/23	Electricity Service 01/19-02/06/2023	14.11
145	7140	Electricity	1033 ComEd	5310487056-02/23	Electricity Service 01/19-02/06/2023	474.68
146	7140	Electricity	1033 ComEd	5310488160-02/23	Electricity Service 01/19-02/06/2023	7.23
147	7140	Electricity	1033 ComEd	5310489194	Electricity Service 01/19-02/06/2023	7.49
148	7140	Electricity	1033 ComEd	5310490044-02/23	Electricity Service 01/19-02/06/2023	104.52
149	7140	Electricity	1033 ComEd	5310491292-02/23	Electricity Service 01/19-02/06/2023	6.96
150	7140	Electricity	1033 ComEd	5310492075-02/23	Electricity Service 01/19-02/06/2023	6.84
151	7140	Electricity	1033 ComEd	5310494104	Electricity Service 01/19-02/06/2023	6.84
152	7140	Electricity	1033 ComEd	5310495085-02/23	Electricity Service 01/19-02/06/2023	110.95
153	7140	Electricity	1033 ComEd	5310666020-02/23	Electricity Service 01/06-02/06/2023	1,141.48
154	7145	Water/Sewer	1031 Des Plaines, City of	71110082-3-02/23	Utility Service - 1450 Miner - 01/13-01/31/2023	46.94
155	7300	Uniforms	2067 Cutler Workwear	PS-INV015717	Quartermaster Uniforms - Sweatshirts	1,918.80
Total 535 - Facilities & Grounds Maintenance					36,419.12	

Division: 540 - Vehicle Maintenance						
156	6015	Communication Services	1552 Verizon Wireless	9927649660	Communication Service 01/14-02/13/2023	104.89
157	6040	Waste Hauling & Debris Removal	2214 Liberty Tire Recycling	2452554	20 Tires Recycled - 02/22/2023	86.79
158	6040	Waste Hauling & Debris Removal	8076 Excel Oil Service	E0020335	250 Gals Oil Recycled - 02/20/2023	75.00
159	6115	Licensing/Titles	1744 IL Secretary of State	VIN 8779	Duplicate Registration M222162	3.00
160	6135	Rentals	1029 Cintas Corporation	4142602679	Mechanic's Uniform Rental - 01/05/2023	231.68
161	6135	Rentals	1029 Cintas Corporation	4144608522	Mechanic's Uniform Rental - 01/25/2023	231.68
162	6135	Rentals	1029 Cintas Corporation	4146634298	Mechanic's Uniform Rental - 02/15/2023	231.68
163	6135	Rentals	1029 Cintas Corporation	4147341594	Mechanic's Uniform Rental - 02/22/2023	231.68
164	6190	Tow/Storage/Abandoned Fees	1567 Schimka Auto Wreckers, Inc	02/07/2023	Tow Service - Police 6916 - 02/07/2023	252.00
165	6195	Miscellaneous Contractual Services	8481 Linde Gas & Equipment Inc	34299768	Cylinder Rental - 01/20-02/20/2023	1,040.84
166	6195	Miscellaneous Contractual Services	1154 West Side Tractor Sales	L90529	Loader Repair & Transport - PW 5033 - 01/13-01/26/2023	1,570.00
167	6300	R&M Software	1536 Snap On Industrial	ARV/56279851	Software Tool Update - PW Vehicle Scanner	807.43

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168	6305	R&M Equipment	1085 Alexander Equipment Company Inc	195155 Drive Belt Adjustment - PW 5134 - 02/08/2023	139.10
169	6305	R&M Equipment	1071 Pomp's Tire Service Inc	280145397 Road Service & Tire Repair 02/14/2023 - PW 5033	532.80
170	6305	R&M Equipment	2168 Petroleum Technologies Equipment, Inc	32497 Fuel Island Repair - PW 5PW3 - 02/24/2023	894.65
171	6305	R&M Equipment	1154 West Side Tractor Sales	L90536 Line Bore Articulation Joint - PW 5033 - 01/17/2023	2,388.17
172	6305	R&M Equipment	1203 Standard Industrial & Automotive Equipment Inc	WO-9811 Annual Lift Inspections - PW Shop - Dec 2022	1,035.00
173	6310	R&M Vehicles	8555 Speedy Shine Car Wash	17 2 Car Washes - 01/17 & 01/30/2023	14.00
174	6310	R&M Vehicles	1278 Dave & Jim's Auto Body Inc	23103 Front End Alignment 02/16/2023 - PW 5066	65.00
175	6310	R&M Vehicles	1673 Chicago Parts & Sound LLC	6J0000646 Seat Repair - Police 6084 - 01/03/2023	200.00
176	6310	R&M Vehicles	1643 Golf Mill Ford	878334 Purge Valve Replacement - Police 6097 - 02/16/2023	363.59
177	7020	Supplies - Safety	8454 NAPA Auto Parts	852024 Latex Gloves - PW Shop	35.96
178	7020	Supplies - Safety	8454 NAPA Auto Parts	852527 Latex Gloves - PW Shop	44.95
179	7030	Supplies - Tools & Hardware	1536 Snap On Industrial	ARV/56261995 2 Dual Wheel Separators - PW Shop	506.06
180	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	851732 2 Hydraulic Fittings - PW 5005	32.56
181	7035	Supplies - Equipment R&M	1564 EJ Equipment Inc	P08799 Snowblower Reciprocating Frame & Hardware - PW 5097	5,597.07
182	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	W07934 4 Groove Pins - PW 5033	78.95
183	7040	Supplies - Vehicle R&M	1677 Wholesale Direct Inc	000261448 Auto Eject & Connectors - Fire Stock	369.47
184	7040	Supplies - Vehicle R&M	1677 Wholesale Direct Inc	000261574 Auto Eject Connectors - Fire Stock	440.07
185	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	100679710 Shaker Bolts & Wheel Weights	408.20
186	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	100682650 Electrical Connector, Clamps, Washers, & Tape - PW Stock	304.32
187	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	100750947 20 Shaker Bolts - PW Stock	100.75
188	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	100764062 30 Clamps - Fire Stock	32.25
189	7040	Supplies - Vehicle R&M	1057 Menard Incorporated	13417 Sponges, Dawn, Degreaser, Glass Cleaner, Etc.	106.79
190	7040	Supplies - Vehicle R&M	4177 Uline Inc	159820902 Rubber Tarp Straps - PW Stock	111.17
191	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1CR0055217 Core Credit Returned - Police Stock	(55.00)
192	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-144592 Battery - Police 6916	222.09
193	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-144593 Core Return - Police 6916	(22.00)
194	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-145893 Canister Solenoid - PW 5130	26.29
195	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-145973 Fuel Cap - PW 5130	16.91

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196	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-146075	Pitman Arm - PW 5130	104.08
197	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-146090	Brake Rotors - Police 6106	305.82
198	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	280145130	6 Police Tires - Police Stock	1,032.92
199	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	280145514	4 Car Tires - PW 2037 & PW Stock	404.00
200	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3031315789	Mirror Parts - PW 5080	160.80
201	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3031400186	Dipstick Tube & Gauge - PW 5045	340.00
202	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3031424247	Height Control Valve - PW 5045	580.00
203	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3031435157	Mirror Bracket - PW Stock	65.90
204	7040	Supplies - Vehicle R&M	5638 Castle Chevrolet North	30988	Gasket - PW 5130	7.47
205	7040	Supplies - Vehicle R&M	8481 Linde Gas & Equipment Inc	33760619	Oxygen, Stargold, & Argon - PW Stock	514.55
206	7040	Supplies - Vehicle R&M	8244 Des Plaines Ace Hardware	3439	Fastener - PW 5066	3.29
207	7040	Supplies - Vehicle R&M	8244 Des Plaines Ace Hardware	3476	10 Fasteners - Fire 7607	12.90
208	7040	Supplies - Vehicle R&M	5573 Henderson Products Inc	372568	2 Snow Deflectors - PW 5137, PW Stock	485.86
209	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1320962	Throttle Body - Fire 6916	210.99
210	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1321015	TPMS & Drain Plug -Police 6928	9.57
211	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1321083	Lift Support - Fire 7500	32.99
212	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1321106	Serpentine Belt, Tensioner, Idler, Etc. - PW 5066	374.54
213	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1321404	Tie Rod Ends & Sleeve - PW 5066	279.57
214	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1321407	Tie Rod End - PW 5066	54.99
215	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1321499	Returned Tie Rod - PW 5066	(54.99)
216	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1321701	Antifreeze - Police 6097	34.58
217	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1321729	Returned Tie Rod Ends, Sleeve, & Belts - PW 5066	(256.87)
218	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1322293	Oil Sender & Lower Control Arm - Police 6085	133.59
219	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1322384	Thermostat & O-Ring - PW 2039	13.98
220	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1322397	Thermostat - PW 2039	35.09
221	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1322538	Lower Control Arms - PW 2029	225.58
222	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	544271P	Mirror - Fire 7401	282.66
223	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	544512P	Wheel Assembly - Police 6094	487.28

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224	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	544922P	Rear Hub Assembly, Fuel Fill Pipe, Etc. - Police 6089	515.93
225	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	545974P	Brake Switch - Police 6102	44.66
226	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	546058P	Brake Motor - Fire 7512	193.46
227	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	546081P	Bumper - Police 6097	9.44
228	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	546144P	2 Relays - PW 5084	36.00
229	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	546349P	Intake Manifold, Gaskets, Seals, Bolts, Etc. - PW 2039	487.04
230	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	546418P	Ball Joint Nuts - PW 2039	12.00
231	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	546449P	O-Ring Kit - PW 2039	28.96
232	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	546488P	Wiper Arm, Cover, & Nut - PW 2029	40.10
233	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	849926	4 Air Filters - PW Stock	115.64
234	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	850059	Diesel Exhaust Fluid - Fire Stock & Police Stock	479.60
235	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	850087	2 Push Mount Ties - Police Stock	12.32
236	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	850106	Warranty & Core Credits - Fire Stock	(477.15)
237	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	851246	Fuel Pump Driver - PW 5076	76.41
238	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	851646	LED Head Light Kit - PW 5560	829.04
239	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	851723	9 Filters - PW Stock	213.74
240	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	851892	Liftgate Glass Hinge - Fire 7500	51.52
241	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	851894	Lift Supports - Fire 7500	73.01
242	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	851895	Brake Pads & Brake Rotors - Police 6916	181.27
243	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	851896	Brake Pads & Rotors - Police 6916	168.85
244	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	851939	2 Air Filters - Fire 7400	11.94
245	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	852081	Returned Brake Rotor & Disc Pad - Police 6916	(168.85)
246	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	852491	10 Clamps & U-Bolt - Fire 7609	40.43
247	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	852526	4 Batteries & 4 Core Deposits - PW Stock	595.18
248	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	852690	Filters & Halogen Bulbs - PW Stock	269.41
249	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	852762	2 Hydraulic Fittings - PW Stock	14.68
250	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	852763	6 Hydraulic Fittings - PW Stock	44.04
251	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	852808	Purge Valve - PW 5130	35.10

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
252	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	853325	Gasket, Idler Arm, & Pitman Arm - PW 5130	199.94
253	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	853448	Hood Lift Supports - PW 2039	39.34
254	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	853522	Rotors - Police Stock	89.54
255	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	853637	Air Filter - Fire 7801	110.24
256	7040	Supplies - Vehicle R&M	1043 WW Grainger Inc	9619373542	Bolts - Fire 7801	10.89
257	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	CM543380P	Returned Sensor - Police 6025	(60.80)
258	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	CM543535P	Returned Sensor - Police 6025	(72.44)
259	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	CM543829P	Returned Tensioner - PW 5904	(38.00)
260	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	CM544726P	Returned Tube Assembly - Police 6094	(32.26)
261	7040	Supplies - Vehicle R&M	6598 Cummins Inc	F2-18567	Diagnostics - Fire 7703 - 02/17/2023	532.88
262	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P20979	Door Latch, Handle, & Clips - Fire 7608	188.36
263	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P21019	Exhaust Tailpipe & Diffuser - Fire 7609	567.47
264	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P21180	Bumper Backing & Bumper Cover - Fire 7801	1,105.39
265	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P21181	Field Service Kit, Louver, & Control Panel - Fire 7607	226.71
266	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P21226	Control Panel & Louvers - Fire 7607	677.62
267	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P21227	Pneumatic Springs - Fire 7801	65.62
268	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P21242	Heater Control Valve - Fire 7801	50.41
269	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101104852:01	2 Antennas - PW 8036 & PW Stock	26.05
270	7120	Gasoline	8331 Avalon Petroleum Company Inc	577660	5,000 Gals Unleaded Gasoline - 01/19/2023, R-162-22	11,880.23
271	7130	Diesel	8331 Avalon Petroleum Company Inc	027851	2,000 Gals Bio Diesel Fuel - 01/19/2023, R-162-22	6,223.15
Total 540 - Vehicle Maintenance					50,461.09	

Total 50 - Public Works & Engineering	139,123.23
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Police Department						
Division: 100 - Administration						
272	6015	Communication Services	1552 Verizon Wireless	9927649660	Communication Service 01/14-02/13/2023	178.76
Total 100 - Administration					178.76	

Division: 610 - Uniformed Patrol						
273	6015	Communication Services	1552 Verizon Wireless	9927649660	Communication Service 01/14-02/13/2023	925.82
274	6015	Communication Services	1552 Verizon Wireless	9927649660	Communication Service 01/14-02/13/2023	397.44

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Line #	Account		Vendor	Invoice	Invoice Description	Amount
275	7200	Other Supplies	5336 Sirchie Acquisition Company LLC	0578369-IN	1,000 Major Case Cards (50 Sets/Pk) and 1,000 Fingerprint Pads	64.33
Total 610 - Uniformed Patrol						1,387.59

Division: 620 - Criminal Investigation						
276	6015	Communication Services	1552 Verizon Wireless	9927649660	Communication Service 01/14-02/13/2023	3,123.97
277	7320	Equipment < \$5,000	1552 Verizon Wireless	9927649660	Communication Service 01/14-02/13/2023	398.72
Total 620 - Criminal Investigation						3,522.69

Division: 630 - Support Services						
278	5320	Conferences	5490 Galvan, Alfonso	Reimb 2/21-2/22	Reimb Meals Iowa Job Fair 2/21-2/22/2023	118.50
279	5320	Conferences	3155 Kozlowski, Kathryn	Reimb 2/21-2/22	Reimb Meals Iowa Job Fair 2/21-2/22/2023	118.50
280	5320	Conferences	7369 Nelson, Jennifer	Reimb 2/21-2/22	Reimb Meals Iowa Job Fair 2/21-2/22/2023	118.50
281	5320	Conferences	8720 Cerasa, Matthew M	Reimb 2/21-2/22	Reimb Meals Iowa Job Fair 2/21-2/22/2023	118.50
282	5325	Training	1546 IPELRA	3/9/2023	IPELRA Conference 3/9/2023 (2 DC, 2 Cmdr)	800.00
283	6015	Communication Services	1139 Cook County of Illinois	2/9/2023	WAN & CABS Maintenance 1/2/21-12/31/22	770.09
284	6015	Communication Services	8484 PTS Communications Inc	2101009	3 Public Pay Phones Monthly Fee 3/1-3/31/2023	228.00
285	6015	Communication Services	1552 Verizon Wireless	9927649660	Communication Service 01/14-02/13/2023	436.90
286	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8003328324R	Shredding Services 02/03/2023	99.50
287	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8003339738	Shredding Services 02/10/2023	99.50
288	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8003379876	Shredding Services 02/17/2023	99.50
289	6195	Miscellaneous Contractual Services	2514 Lexipol LLC	INVLEX15192	Annual Policy Update For 2023 (3/1/2023-2/28/2024)	6,703.97
290	6305	R&M Equipment	1822 Kustom Signals	600756	Parts and Repair-Radar Unit 2/9/2023 Squad 67	326.00
291	6310	R&M Vehicles	8555 Speedy Shine Car Wash	18	72 Car Washes Jan 2023 Police	288.00
292	7000	Office Supplies	1644 Warehouse Direct Inc	5439053-0	Copy Paper (8)	428.24
293	7000	Office Supplies	1644 Warehouse Direct Inc	5443965-0	Copy Paper (8)	428.24
294	7015	Supplies - Police Range	1288 Eagle Point Gun/TJ Morris & Son	146097	12 Cases of 9mm Ammunition	2,448.00
295	7015	Supplies - Police Range	1043 WW Grainger Inc	9615271682	100 Criminal Justice Targets	267.51
296	7200	Other Supplies	1018 Anderson Lock Company LTD	1113685	7 Security Keys, 1 Standard Key	166.45

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297	8015 Equipment	8806 Flock Group Inc	INV-10732	10 Cameras, Implementation Fees, Adv Search 2/24/2023-2/23/2025	20,050.00
Total 630 - Support Services					34,113.90

Total 60 - Police Department	39,202.94
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Fire Department					
Division: 100 - Administration					
298	5310 Membership Dues	8628 IL Fire Service Administrative Professionals IFSAP	2023-2024	Membership Dues 5/15/23-5/14/24 - Executive Assistant	55.00
299	6015 Communication Services	1552 Verizon Wireless	9927649660	Communication Service 01/14-02/13/2023	345.16
300	7200 Other Supplies	1046 Hinckley Spring Water Co	2533573 021023	Water Delivery Service 02/02/2023	33.04
301	7300 Uniforms	3212 On Time Embroidery Inc	108825	2 Shirts - Deputy Chief	92.00
Total 100 - Administration					525.20

Division: 710 - Emergency Services					
302	5325 Training	3792 Illinois, University of	UFIW8593	Winter Fire School - Paramedic 01/21 - 01/22/2023	275.00
303	6015 Communication Services	1552 Verizon Wireless	9927649660	Communication Service 01/14-02/13/2023	955.49
304	6015 Communication Services	1552 Verizon Wireless	9927649660	Communication Service 01/14-02/13/2023	720.24
305	6035 Dispatch Services	5067 Regional Emergency Dispatch Center	164-23-02	R-141-13 Monthly Dispatch Service February 2023	66,587.00
306	6035 Dispatch Services	5067 Regional Emergency Dispatch Center	164-23-03	R-141-13 Monthly Dispatch Service March 2023	66,587.00
307	6035 Dispatch Services	5973 Emergency Twenty Four Inc	61886	R-48-23 - Elevator Alarm Dispatch Fees Jan 2023	3,600.00
308	6305 R&M Equipment	1080 Air One Equipment Inc	190534	2 SCBA Hydro Test, Misc. Repair Equipment 02/16/2023	131.50
309	6305 R&M Equipment	5800 Turnout Rental LLC	27136	Fire Gear Cleaning for Engineer 02/14/2023	71.11
310	6310 R&M Vehicles	8602 Legacy Fire Apparatus	INV-17558	On-Going Vehicle Maintenance R-34-23 Squad 63 02/10/2023	1,018.35
311	6310 R&M Vehicles	8602 Legacy Fire Apparatus	INV-17592	On-Going Vehicle Maintenance R-34-23 - Rescue 63 - 02/24/2023	699.04
312	6315 R&M Buildings & Structures	2970 Action Fire Equipment Inc	86233	Pyro Chem System Service @ Station 63 02/14/2023	172.00
313	7025 Supplies - Custodial	8019 Ferguson Facilities	0545727	3-5 Gal Car Wash Supplies, 3 Mops, 3 - 5 Gal DH-38	378.93
314	7025 Supplies - Custodial	8019 Ferguson Facilities	0545727-1	10 Gal. Custom Car Wash Soap	353.61
315	7025 Supplies - Custodial	8779 Ecolab USA Incorporated	6274502607	2 Cartons Laundry Detergent, Misc. Laundry Supplies	429.46
316	7025 Supplies - Custodial	8779 Ecolab USA Incorporated	6274502611	2 Cartons Laundry Detergent	200.36
317	7025 Supplies - Custodial	8779 Ecolab USA Incorporated	6274502612	2 Cartons Laundry Detergent, Misc. Laundry Supplies	445.55
318	7025 Supplies - Custodial	1043 WW Grainger Inc	9540311926	6 Broom Heads and Handle	49.12
319	7025 Supplies - Custodial	1043 WW Grainger Inc	9547075268	2 Tile and Grout Rejuvenator	134.08

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320	7025	Supplies - Custodial	1043 WW Grainger Inc	9573317246	18 Packs Cleaner, 6 Mops, 5 Cases Paper Towels	280.55
321	7025	Supplies - Custodial	1043 WW Grainger Inc	9573379279	2 Packs Garbage Bags	57.90
322	7025	Supplies - Custodial	1043 WW Grainger Inc	9575187167	12 Cans Cleaner	38.64
323	7025	Supplies - Custodial	1043 WW Grainger Inc	9579777930	4 Packs Paper Towels, 3 Packs Cleaner, 24 Packs Germicidal Clean	343.30
324	7025	Supplies - Custodial	1043 WW Grainger Inc	9579876369	3 Packs Trash Bags	86.85
325	7025	Supplies - Custodial	1043 WW Grainger Inc	9607270742	10 Cases Paper Towels, Misc. Custodial Supplies	2,327.56
326	7025	Supplies - Custodial	1043 WW Grainger Inc	9621468371	6 Cases Cleaner	64.26
327	7045	Supplies - Building R&M	1057 Menard Incorporated	12728	Blue Mask Tape, 12 Redi Shades for Station 61	83.90
328	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/062143	6 LED Lights	118.80
329	7200	Other Supplies	1046 Hinckley Spring Water Co	22728338-021623	84 - 24 Packs of Water for Fire Vehicles	677.78
330	7200	Other Supplies	1374 Municipal Emergency Svcs	IN1821083	Calibration Gas	170.59
331	7300	Uniforms	3212 On Time Embroidery Inc	103391	Steel Toe Boot - Lieutenant	179.00
332	7300	Uniforms	3212 On Time Embroidery Inc	104706	Steel Toe Boot - Paramedic	179.00
333	7300	Uniforms	3212 On Time Embroidery Inc	104881	Soft Toe Boot - Paramedic	129.00
334	7300	Uniforms	3212 On Time Embroidery Inc	105194	Steel Toe Boot - Paramedic	179.00
335	7300	Uniforms	3212 On Time Embroidery Inc	105720	3 Polo Shirts, Steel Toe Boot - Paramedic	317.00
336	7300	Uniforms	3212 On Time Embroidery Inc	105775	Steel Toe Boots, 2 Shirts - Engineer	271.00
337	7300	Uniforms	3212 On Time Embroidery Inc	106409	Steel Toe Boot - Lieutenant	179.00
338	7300	Uniforms	3212 On Time Embroidery Inc	106521	4 T- Shirts - Engineer	64.00
339	7300	Uniforms	3212 On Time Embroidery Inc	106842	Job Shirt - Paramedic	78.00
340	7300	Uniforms	3212 On Time Embroidery Inc	106925	2 Polos - Paramedic	92.00
341	7300	Uniforms	3212 On Time Embroidery Inc	106939	2 Pants, 3 Polos - Paramedic	290.00
342	7300	Uniforms	3212 On Time Embroidery Inc	107397	Fleece Lined Knit Cap - Paramedic	20.00
343	7300	Uniforms	3212 On Time Embroidery Inc	107398	2 Caps - Paramedic	39.00
344	7300	Uniforms	3212 On Time Embroidery Inc	109948	2 Shorts - Engineer	64.00
345	7300	Uniforms	3212 On Time Embroidery Inc	110402	3 Polos - Paramedic	138.00
Total 710 - Emergency Services					149,275.97	

Division: 720 - Fire Prevention						
346	6015	Communication Services	1552 Verizon Wireless	9927649660	Communication Service 01/14-02/13/2023	109.84
347	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 021023	Water Delivery Service 02/02/2023	19.48

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
348	7320	Equipment < \$5,000	1076 Sam's Club Direct	2695	Totes for Fire Investigation Team	32.94
Total 720 - Fire Prevention					162.26	

Division: 730 - Emergency Management Agency						
349	6015	Communication Services	1552 Verizon Wireless	9927649660	Communication Service 01/14-02/13/2023	42.19
350	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 021023	Water Delivery Service 02/02/2023	100.42
351	7300	Uniforms	3212 On Time Embroidery Inc	108824	2 Caps. 3 Shirts, Pants, Belt - EMA	244.00
352	7300	Uniforms	3212 On Time Embroidery Inc	110400	2 Caps, 2 Shirts, Belt, Pants - EMA	195.00
353	7300	Uniforms	3212 On Time Embroidery Inc	110401	2 Caps, 2 Shirts, Pants, Belt - EMA	209.00
Total 730 - Emergency Management Agency					790.61	

Total 70 - Fire Department					150,754.04
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Department: 75 - Fire & Police Commission						
354	5340	Pre-Employment Testing	5213 Shaughnessy, Kevin W	02/06/2023	Pre-Employment Polygraph Testing Services 02/04/2023	230.00
Total 75 - Fire & Police Commission					230.00	

Total 100 - General Fund					421,041.77
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Fund: 207 - TIF #7 Mannheim/Higgins South						
355	6640	Incentive Payments	8087 O'Hare Real Estate LLC	Payment 2 3-23	TIF Tax Incentive 2021 R-207-22	152,436.50
Total 207 - TIF #7 Mannheim/Higgins South					152,436.50	

Fund: 208 - TIF #8 Oakton						
356	6000	Professional Services	8133 Elrod Friedman LLP	11428	1-23 Non-Retainer Matters	220.50
Total 208 - TIF #8 Oakton					220.50	

Fund: 230 - Motor Fuel Tax Fund						
357	7140	Electricity	1033 ComEd	0193753007-02/23	Electricity Service 01/11-02/09/2023	84.37
358	7140	Electricity	1033 ComEd	0237106099-02/23	Electricity Service 01/06-02/06/2023	233.48
359	7140	Electricity	1033 ComEd	0392121005-02/23	Electricity Service 01/06-02/06/2023	132.65
360	7140	Electricity	1033 ComEd	0445091056-02/23	Electricity Service 01/06-02/06/2023	253.76
361	7140	Electricity	1033 ComEd	0725000037-02/23	Electricity Service 01/09-02/07/2023	35.85
362	7140	Electricity	1033 ComEd	1273119011-02/23	Electricity Service 01/05-02/07/2023	2,364.87
363	7140	Electricity	1033 ComEd	1521117181-02/23	Electricity Service 01/06-02/06/2023	433.87
364	7140	Electricity	1033 ComEd	2493112068-02/23	Electricity Service 01/06-02/06/2023	47.35
365	7140	Electricity	1033 ComEd	2607132134-02/23	Electricity Service 01/05-02/03/2023	237.70
366	7140	Electricity	1033 ComEd	2644104014-02/23	Electricity Service 01/05-02/03/2023	219.79

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367	7140	Electricity	1033 ComEd	2901166089-02/23	Electricity Service 01/06-02/06/2023	890.31
368	7140	Electricity	1033 ComEd	2943015087-02/23	Electricity Service 12/20/2022-01/23/2023	17,754.26
369	7140	Electricity	1033 ComEd	2943015087-03/23	Electricity Service 01/23-02/21/2023	15,033.21
370	7140	Electricity	1033 ComEd	3471079047-02/23	Electricity Service 01/06-02/06/2023	35.64
371	7140	Electricity	1033 ComEd	6045062008-02/23	Electricity Service 01/06-02/06/2023	80.68
372	7160	Ice Control	1372 Morton Salt Inc	5402765030	Bulk Rock Salt - 02/21/2023, R-95-22	22,145.09
373	7160	Ice Control	1372 Morton Salt Inc	5402765937	Bulk Rock Salt - 02/22/2023, R-95-22	12,565.25
374	7160	Ice Control	1372 Morton Salt Inc	5402766871	Bulk Rock Salt - 02/23/2023, R-95-22	9,748.40
375	7160	Ice Control	1372 Morton Salt Inc	5402767936	Bulk Rock Salt - 02/23/2023, R-95-22	1,974.29
Total 230 - Motor Fuel Tax Fund					84,270.82	

Fund: 240 - CDBG Fund						
376	6570	Subsidy - Residential Rehab	7569 C and S General Contractors Inc	HRP -75 -2/27/23	Home Repair Program B-22 MC-17-0009 07/10/2022-02/27/2023	24,000.00
Total 240 - CDBG Fund					24,000.00	

Fund: 250 - Grant Projects Fund						
Program: 2520 - Capital Grants						
377	6005	Legal Fees	8133 Elrod Friedman LLP	11417	1-23 Non-Retainer IEMA & FEMA Review Phase 5	1,886.50
378	6005	Legal Fees	4331 Wheatland Title Guaranty Company	670760-0L60001	Title Commitment Fees - Ballard Sidepath 01/31/2018	125.00
Total 2520 - Capital Grants					2,011.50	

Total 250 - Grant Projects Fund					2,011.50
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Fund: 260 - Asset Seizure Fund						
Program: 2610 - Customs						
379	5310	Membership Dues	1265 NIPAS Northern Illinois Police Alarm Sys	14761	NIPAS Annual Membership Dues 5/1/2023-4/30/2024	400.00
380	5310	Membership Dues	1265 NIPAS Northern Illinois Police Alarm Sys	14762	Annual Membership Dues 5/1/2023-4/30/2024 EST Assessment	5,300.00
381	5310	Membership Dues	1265 NIPAS Northern Illinois Police Alarm Sys	14763	Annual Membership Dues 5/1/2023-4/30/2024 MFF Assessment	1,255.00
382	8015	Equipment	1026 CDW LLC	GT52339	5 CTR Upper Poles	267.28
383	8015	Equipment	1026 CDW LLC	GW22189	Tripp Cat 6 Molded BLK M/M (10)	67.70
384	8015	Equipment	1026 CDW LLC	GW87858	Tripp Cat 6 Snagless Molded BLK (5)	29.60
385	8015	Equipment	1026 CDW LLC	GX87320	Panasonic AC Adaptor (10)	347.95
Total 2610 - Customs					7,667.53	

Program: 2620 - DEA						
386	8010	Furniture & Fixtures	4177 Uline Inc	160118420	Armorer Work Station for Range	1,265.38

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
387	8015 Equipment	8725 Enviro Safety Products	6127372	6 Peltor PTT Adaptors for Mo	1,494.00
Total 2620 - DEA					2,759.38

Total 260 - Asset Seizure Fund					10,426.91
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Fund: 400 - Capital Projects Fund					
388	6000 Professional Services	5659 V3 Companies of Illinois Ltd	17050-29	Engr Svcs-S-Curve Bike/Ped Underpass Ph 1 10/30/2022-12/31/2022	4,488.44
389	6000 Professional Services	5659 V3 Companies of Illinois Ltd	17050-30	Engr Svcs-S-Curve Bike/Ped Underpass Ph 1 1/1/2023-1/28/2023	862.04
390	6000 Professional Services	7623 UrbanHydro Engineering Inc	184	Task Order #3 - 2023 CRS Verification 02/01-02/28/2023	7,125.00
391	6000 Professional Services	1079 AECOM Technical Services Inc	2000725354	R-135-22 Pavement Management Program Engr Svcs 12/31/22-1/27/23	24,262.39
392	6015 Communication Services	1552 Verizon Wireless	9927649660	Communication Service 01/14-02/13/2023	71.12
393	6015 Communication Services	1552 Verizon Wireless	9927649660	Communication Service 01/14-02/13/2023	83.20
394	6140 Leases	1165 Union Pacific Railroad Company	324707857	Parking Lot Lease US 14 & Broadway 03/01/2023-02/29/2024	1,791.08
395	7320 Equipment < \$5,000	1552 Verizon Wireless	9927649660	Communication Service 01/14-02/13/2023	698.73
Total 400 - Capital Projects Fund					39,382.00

Fund: 410 - Equipment Replacement Fund					
396	8015 Equipment	8773 Four Degree Trailer Company	0012391-IN	Lo-Riser IPT4-716 Trailer - 01/24/2023, R-22-23 Pymt 1	6,116.00
Total 410 - Equipment Replacement Fund					6,116.00

Fund: 420 - IT Replacement Fund					
397	6140 Leases	5109 Konica Minolta Premier Finance	5024002953	Konica Minolta Lease 3/21/23-4/20/23	7,304.18
398	8005 Computer Hardware	1035 Dell Marketing LP	10651614360	Latitude 9330 BTX Base	1,892.71
399	8005 Computer Hardware	1035 Dell Marketing LP	10653649955	Latitude 9330 BTX Base and Accessories	1,892.71
400	8005 Computer Hardware	1035 Dell Marketing LP	10653751362	Base DS WD22TB4 US 180W	2,150.00
Total 420 - IT Replacement Fund					13,239.60

Fund: 430 - Facilities Replacement Fund					
401	6000 Professional Services	7661 FGM Architects Inc	20-2890.01-12	Police Station Addition Design - 12/31/2022-01/27/2023, R-65-20	25,850.00
402	6000 Professional Services	7661 FGM Architects Inc	22-3414.01-7	Entry Design - CH & Police - 10/01/2022-01/27/2023, R-198-21	800.00
403	6315 R&M Buildings & Structures	7706 Lakeshore Recycling Systems LLC	0005234775	Dumpster Service - Leela Building - 02/02 & 02/06/2023	830.00
404	6315 R&M Buildings & Structures	7371 Gilco Scaffolding Company LLC	16225	Pedestrian Protection Scaffold & Chute - 602 Lee - 02/06/2023	4,380.00
405	6315 R&M Buildings & Structures	7371 Gilco Scaffolding Company LLC	16226	Scaffolding Rental 02/06/2023 - Leela Building	1,580.00
406	6315 R&M Buildings & Structures	1742 Fredriksen Fire Equipment Co	221816	Fire Extinguisher Maintenance - Leela Building - 02/08/2023	1,559.95

City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
407	7045	Supplies - Building R&M	1057 Menard Incorporated	12668	Plywood Sheathing - Leela Building	128.32
408	7045	Supplies - Building R&M	1057 Menard Incorporated	12714	Yellow Spray Paint - Leela Building	6.98
409	7045	Supplies - Building R&M	1057 Menard Incorporated	12862	Thermostat Cover - Leela Building	14.99
Total 430 - Facilities Replacement Fund					35,150.24	

Fund: 500 - Water/Sewer Fund						
Non Departmental						
Division: 550 - Water Systems						
410	6015	Communication Services	1552 Verizon Wireless	9927649660	Communication Service 01/14-02/13/2023	831.43
411	6180	Water Sample Testing	1642 Suburban Laboratories, Inc	211123	IEPA Water Sample Testing - 12/27/2022-02/09/2023	2,700.00
412	6195	Miscellaneous Contractual Services	5400 Dahme Mechanical Industries Inc	20230043	Chlorine Piping Repairs - Maple PS - 01/11-02/09/2023	6,250.00
413	6195	Miscellaneous Contractual Services	1742 Fredriksen Fire Equipment Co	221815	Fire Extinguisher Maintenance - Maple PS - 02/08/2023	816.70
414	6195	Miscellaneous Contractual Services	1467 HBK Water Meter Service Inc	230083	Meter Bench Test - 02/09/2023	160.00
415	6195	Miscellaneous Contractual Services	1467 HBK Water Meter Service Inc	230092	Meter Bench Test - 02/10/2023	29.50
416	6195	Miscellaneous Contractual Services	3781 Smith Ecological Systems Company	24152	Chlorinator Repairs - 02/13/2023	889.32
417	7020	Supplies - Safety	1520 Russo Power Equipment	SPI20082838	2 Safety Helmets	129.98
418	7035	Supplies - Equipment R&M	3518 O'Reilly Auto Parts	2479-145342	2 Air Filters - PW 9014	73.62
419	7035	Supplies - Equipment R&M	3518 O'Reilly Auto Parts	2479-146091	Returned 2 Air Filters - PW 9014	(73.62)
420	7035	Supplies - Equipment R&M	1274 O'Leary's Contractors Equipment & Supply Inc	452545	Saw Blade	155.00
421	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	852738	2 Air Filters - PW 9014	46.02
422	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-145412	Glass - PW 9007	18.99
423	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3031336929	Heater Core - PW 9032	550.00
424	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	545430P	Mirror Assembly & Mirror Glass - PW 9054	762.56
425	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	852524	Serpentine Belt & 3 Filters - PW 9032	83.11
426	7070	Supplies - Water System Maintenance	1328 John Neri Construction Company Inc	022423	Aggregate Materials & Spoils Disposal - 02/10/2023, R-175-20	3,698.60
427	7070	Supplies - Water System Maintenance	1057 Menard Incorporated	12483	Toilet Supplies	12.28
428	7070	Supplies - Water System Maintenance	1703 ProSafety Inc	2/893100	Locating Paint & Flags	466.20
429	7070	Supplies - Water System Maintenance	2053 USA Bluebook	270502	Replacement Transducer PMP6	547.97
430	7070	Supplies - Water System Maintenance	8244 Des Plaines Ace Hardware	3402	Torch Kit, Torch Head, Propane	58.47

City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
431	7070	Supplies - Water System Maintenance	8547 Healy Asphalt Company LLC	34981	2.01 Tons Asphalt - Street Repairs - 02/13/2023	311.55
432	7070	Supplies - Water System Maintenance	6992 Core & Main LP	R861764	2 Sensus Command Links	1,340.00
433	7070	Supplies - Water System Maintenance	6992 Core & Main LP	S341384	One 3" Water Meter and Accessories	1,866.30
434	7070	Supplies - Water System Maintenance	6992 Core & Main LP	S373851	12 B-Box Plugs	84.00
435	7070	Supplies - Water System Maintenance	6992 Core & Main LP	S404454	12 Repair Clamps & 6 Curb Box Sections	1,408.00
436	7070	Supplies - Water System Maintenance	6992 Core & Main LP	S404876	4 Repair Clamps	820.84
437	7070	Supplies - Water System Maintenance	6992 Core & Main LP	S410462	12 B-Boxes	834.00
438	7120	Gasoline	8331 Avalon Petroleum Company Inc	577660	5,000 Gals Unleaded Gasoline - 01/19/2023, R-162-22	1,859.41
439	7130	Diesel	8331 Avalon Petroleum Company Inc	027851	2,000 Gals Bio Diesel Fuel - 01/19/2023, R-162-22	429.54
440	7140	Electricity	1033 ComEd	0718079040-02/23	Electricity Service 01/06-02/06/2023	91.26
441	7140	Electricity	1033 ComEd	1602149012-02/23	Electricity Service 01/05-02/03/2023	189.78
442	7140	Electricity	1033 ComEd	2382141015-02/23	Electricity Service 01/06-02/06/2023	98.36
443	7140	Electricity	1033 ComEd	2902009038-02/23	Electricity Service 01/04-02/02/2023	666.10
444	7140	Electricity	1033 ComEd	3526170000-02/23	Electricity Service 01/04-02/02/2023	66.94
445	7140	Electricity	1033 ComEd	4436122006-02/23	Electricity Service 01/14-02/14/2023	4,798.08
446	7140	Electricity	1033 ComEd	5646761001-02/23	Electricity Service 01/04-02/02/2023	23.87
447	7140	Electricity	1033 ComEd	6152054027-02/23	Electricity Service 01/05-02/03/2023	2,529.49
448	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	62901	Chlorine Cylinder Rental - 11/27-12/27/2022	225.00
449	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	62902	Chlorine Tank Rental - 11/27-12/15/2022	150.00
450	7300	Uniforms	2067 Cutler Workwear	PS-INV015717	Quartermaster Uniforms - Sweatshirts	4,677.07
Total 550 - Water Systems					40,675.72	

Division: 560 - Sewer Systems						
451	6015	Communication Services	1552 Verizon Wireless	9927649660	Communication Service 01/14-02/13/2023	546.42
452	6040	Waste Hauling & Debris Removal	1328 John Neri Construction Company Inc	011223	Aggregate Materials & Spoils Disposal - 12/21/2022, R-175-20	2,276.00
453	7020	Supplies - Safety	8809 USABLUBOOK	158673	Caution Tape	50.12
454	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	850084	Hydraulic Fittings - PW 8021	29.36
455	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101104852:01	2 Antennas - PW 8036 & PW Stock	26.05
456	7075	Supplies - Sewer System Maintenance	1328 John Neri Construction Company Inc	011223	Aggregate Materials & Spoils Disposal - 12/21/2022, R-175-20	8,177.40

City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
457	7075	Supplies - Sewer System Maintenance	1703 Prosafty Inc	2/893100	Locating Paint & Flags	466.20
458	7075	Supplies - Sewer System Maintenance	8809 USABLUBOOK	202113	3 Boxes Latex Gloves & Rope	233.99
459	7120	Gasoline	8331 Avalon Petroleum Company Inc	577660	5,000 Gals Unleaded Gasoline - 01/19/2023, R-162-22	764.36
460	7130	Diesel	8331 Avalon Petroleum Company Inc	027851	2,000 Gals Bio Diesel Fuel - 01/19/2023, R-162-22	727.71
461	7140	Electricity	1033 ComEd	0096017042-02/23	Electricity Service 01/06-02/06/2023	1,383.20
462	7140	Electricity	1033 ComEd	0575134020-02/23	Electricity Service 01/04-02/02/2023	93.48
463	7140	Electricity	1033 ComEd	0640144010-02/23	Electricity Service 01/06-02/06/2023	124.34
464	7140	Electricity	1033 ComEd	0762050019-02/23	Electricity Service 01/09-02/07/2023	22.38
465	7140	Electricity	1033 ComEd	2038128006-02/23	Electricity Service 01/05-02/02/2023	98.60
466	7140	Electricity	1033 ComEd	2148094073-02/23	Electricity Service 01/09-02/07/2023	129.93
467	7140	Electricity	1033 ComEd	3240002012-02/23	Electricity Service 01/26-02/24/2023	1,109.43
468	7140	Electricity	1033 ComEd	3461136053-02/23	Electricity Service 01/05-02/03/2023	35.34
469	7140	Electricity	1033 ComEd	3526009006-02/23	Electricity Service 01/06-02/06/2023	69.84
470	7140	Electricity	1033 ComEd	3657136067-02/23	Electricity Service 01/06-02/06/2023	81.70
471	7140	Electricity	1033 ComEd	4995025051-02/23	Electricity Service 01/05-02/03/2023	27.53
472	7140	Electricity	1033 ComEd	5060090016-02/23	Electricity Service 01/09-02/07/2023	190.14
473	7140	Electricity	1033 ComEd	5814097012-02/23	Electricity Service 01/06-02/06/2023	28.71
474	7140	Electricity	1033 ComEd	6331089024-02/23	Electricity Service 01/04-02/02/2023	100.26
475	7300	Uniforms	2067 Cutler Workwear	PS-INV015717	Quartermaster Uniforms - Sweatshirts	1,918.80
476	7320	Equipment < \$5,000	8809 USABLUBOOK	181026	Returned Radios	(236.95)
Total 560 - Sewer Systems					18,474.34	

Division: 580 - CIP - Water/Sewer						
477	6000	Professional Services	4022 M E Simpson Co Inc	40047	2022 Water Audit Services - 11/28/2022-02/10/2023, R-213-21	9,900.00
478	8100	Improvements	8756 Flowserve US Inc	1230260	Pump Replacements - Maple - 02/21/2023, R-201-22	42,511.50
479	8100	Improvements	6992 Core & Main LP	S235469	Valves - Maple Pumping Station - 02/21/2023, R-11-23	30,133.00
480	8100	Improvements	1328 John Neri Construction Company Inc	WSS Proj Pymt 3F	Water System Separation Proj R-36-22 & R-132-22 11/17-12/9/22 FNL	105,906.26
Total 580 - CIP - Water/Sewer					188,450.76	

Total 00 - Non Departmental					247,600.82
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City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Department: 30 - Finance						
481	6015	Communication Services	1552 Verizon Wireless	9927649660	Communication Service 01/14-02/13/2023	65.97
482	6025	Administrative Services	7615 Sebis Direct Inc	46965	Utility Bill Rendering Services-Drop Date 02/16/2023 (Yr 1of 5)	1,702.32
Total 30 - Finance					1,768.29	

Total 500 - Water/Sewer Fund					249,369.11
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Fund: 510 - City Owned Parking Fund						
483	6305	R&M Equipment	1728 Total Parking Solutions Inc	106129	Parking Pay Station Repair - 02/17/2023	512.50
484	6320	R&M Parking Lots	2350 Anderson Elevator Co	INV-68928-Z9K3	Elevator Repairs - Metro Parking Deck - 01/12/2023	313.00
485	7060	Supplies - Parking Lots	1057 Menard Incorporated	12652	Roofing Repair Supplies - Library Deck	320.33
486	7060	Supplies - Parking Lots	1057 Menard Incorporated	12710	Spray Bottles, Frog Tape, Brush, Soap, Etc. - Library Deck	75.78
487	7140	Electricity	1033 ComEd	0354464001-02/23	Electricity Service 01/06-02/06/2023	2,324.87
488	7140	Electricity	1033 ComEd	2239082030-02/23	Electricity Service 01/06-02/06/2023	1,148.87
489	7140	Electricity	1033 ComEd	4722388001-02/23	Electricity Service 01/06-02/06/2023	19.41
490	7140	Electricity	1033 ComEd	4791127023-02/23	Electricity Service 01/06-02/06/2023	2,136.74
491	7140	Electricity	1033 ComEd	5310303000-02/23	Electricity Service 01/06-02/06/2023	296.92
Total 510 - City Owned Parking Fund					7,148.42	

Fund: 520 - Metra Leased Parking Fund						
492	6015	Communication Services	1552 Verizon Wireless	9927649660	Communication Service 01/14-02/13/2023	72.02
493	6305	R&M Equipment	1728 Total Parking Solutions Inc	106129	Parking Pay Station Repair - 02/17/2023	512.50
494	7140	Electricity	1033 ComEd	5222730006-02/23	Electricity Service 01/04-02/02/2023	114.23
Total 520 - Metra Leased Parking Fund					698.75	

Fund: 600 - Risk Management Fund						
495	5345	Post-Employment Testing	7133 Mid-West Truckers Association Inc	23479	Annual Random Testing 02/01/2023 - Maint Operator	80.00
496	5545	MICA Deductible	1061 Municipal Insurance Cooperative Agency	23022	MICA Claim Deductible 3/21-11/15/2022	2,915.50
497	5570	Self Insured P&L Expense	5667 Kards Inc	003927	Accident Damage Repair - Fire 7708 - 01/18/2023	23,045.66
498	6000	Professional Services	8580 Ready Rebound LLC	2586	Consulting-Orthopedic Patient Navigator Contract March 2023	951.05
Total 600 - Risk Management Fund					26,992.21	

Fund: 700 - Escrow Fund						
499	2221	Taste of Des Plaines	6018 A Moon Jump 4-U Incorporated	12827585	Deposit Inflatables & Staffing for Taste of DP on 6/16-6/17/23	1,676.13
500	2226	Special Events - July 4th	1106 Chromatech Printing Inc	9311/26364	500 Envelopes for July 4 Parade 07/4/23-Printed 02/15/2023	190.00

City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
501	2229	Event - Holiday Lighting	1069 Paddock Publications Inc	238674	Digital Ads for Winter Fair Event 12/3/22-Printed 11/13-12/03/22	262.50
502	2430	Escrow - Police Items	1320 IL State Police	Cost 01755-01/23	Fingerprint Background Check Services January 2023	84.75
503	2493	Escrow - CED Development	8133 Elrod Friedman LLP	11425	1-23 Reimb Redevelopment	2,838.00
504	2493	Escrow - CED Development	8133 Elrod Friedman LLP	11426	1-23 Reimb Redevelopment	1,722.00
505	2493	Escrow - CED Development	8133 Elrod Friedman LLP	11443A	1-23 Reimb Redevelopment	150.00
Total 700 - Escrow Fund					6,923.38	
Grand Total					1,079,427.70	

City of Des Plaines

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Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 100 - General Fund					
Department: 90 - Overhead					
506	6015	Communication Services	1032 Comcast	02/20/2023 x6732	Internet/Cable Service March 2023 63.30
507	6015	Communication Services	1032 Comcast	166446727-8482	Internet/Cable Service 02/15-03/14/2023 1,575.00
508	6015	Communication Services	8622 RCN Telecom Services LLC	4120885010016072	Communication Service 02/21-03/20/2023 661.37
509	6015	Communication Services	8622 RCN Telecom Services LLC	4120885010016072	Communication Service 02/21-03/20/2023 407.49
510	6015	Communication Services	8622 RCN Telecom Services LLC	4120885010016072	Communication Service 02/21-03/20/2023 98.00
511	6015	Communication Services	8622 RCN Telecom Services LLC	4120885010016072	Communication Service 02/21-03/20/2023 370.00
512	6015	Communication Services	8622 RCN Telecom Services LLC	4120885010016072	Communication Service 02/21-03/20/2023 370.00
513	6015	Communication Services	8622 RCN Telecom Services LLC	4120885010016072	Communication Service 02/21-03/20/2023 591.00
514	6015	Communication Services	8622 RCN Telecom Services LLC	4120885010016072	Communication Service 02/21-03/20/2023 795.00
515	6015	Communication Services	8622 RCN Telecom Services LLC	4120885010016072	Communication Service 02/21-03/20/2023 500.00
Total 90 - Overhead					5,431.16
Total 100 - General Fund					5,431.16
Fund: 500 - Water/Sewer Fund					
Division: 540 - Vehicle Maintenance					
516	6195	Miscellaneous Contractual Services	8504 Verizon Connect Fleet USA LLC	628000037472	Vehicle Diagnostic System 02/01-02/28/2023 1,442.20
Total 540 - Vehicle Maintenance					1,442.20
Division: 550 - Water Systems					
517	6015	Communication Services	8622 RCN Telecom Services LLC	4120885010016072	Communication Service 02/21-03/20/2023 280.00
518	6015	Communication Services	8622 RCN Telecom Services LLC	4120885010016072	Communication Service 02/21-03/20/2023 320.00
Total 550 - Water Systems					600.00
Total 500 - Water/Sewer Fund					2,042.20
Police Department					
Division: 610 - Uniformed Patrol					
519	6015	Communication Services	1032 Comcast	x6724 02/18/2023	Internet/Cable Service March 2023 105.50
Total 610 - Uniformed Patrol					105.50
Total 60 - Police Department					105.50

City of Des Plaines

Warrant Register 03/20/2023

Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Fire Department						
Division: 730 - Emergency Management Agency						
520	6015	Communication Services	1032 Comcast	x6716 02/22/2023	Internet/Cable Service March 2023	63.30
Total 730 - Emergency Management Agency					63.30	
Total 70 - Fire Department					63.30	
Total 100 - General Fund					7,642.16	
Grand Total					7,642.16	

City of Des Plaines

Warrant Register 03/20/2023

Summary

	<u>Amount</u>		<u>Transfer Date</u>
Automated Accounts Payable	\$ 1,079,427.70	**	3/20/2023
Manual Checks	\$ 7,642.16	**	3/3/2023
Payroll	\$ 1,390,617.83		3/10/2023
RHS Payout	\$ -		
Electronic Transfer Activity:			
JPMorgan Chase Credit Card	\$ -		
Chicago Water Bill ACH	\$ -		
Postage Meter Direct Debits	\$ 3,540.35	*	3/6/2023
Utility Billing Refunds	\$ 6,025.44		3/2/2023
Debt Interest Payment	\$ -		
IMRF Payments	\$ -		
Employee Medical Trust	\$ 681,924.87		3/1/2023
Total Cash Disbursements:	<u>\$ 3,169,178.35</u>		

* Multiple transfers processed on and/or before date shown

** See attached report

Adopted by the City Council of Des Plaines

This Twentieth Day of March 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: March 20, 2023

To: Michael G. Bartholomew, City Manager

From: John T. Carlisle, AICP, Director of Community & Economic Development (CED) *JTC*
Samantha Redman, Associate Planner *SR*
Jonathan Stytz, AICP, Senior Planner *JS*

Subject: Zoning Text Amendments Regarding Fences, Trellises, Arbors, and Yard Features

Issue: Consider the following Zoning Ordinance amendments: (i) add the terms “Fence”, “Trellis” and “Arbor” and revise the term “Yard Features” in Section 12-13-3; (ii) amend yard feature regulations in Section 12-7-1.C to create separate regulations for trellis, arbor and yard features; and (iii) add Section 12-8-14: Arbors and Trellises to create regulations for arbors and trellises.

PIN: Citywide

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

Case Number: #23-002-TA

Project Summary: The City of Des Plaines is applying for zoning text amendments to create definitions and clarify regulations for fences, arbors, trellises, and yard features.

Background

In 2022 City staff encountered multiple instances where property owners erected structures attached or close to fences that were challenging to define and extended above the allowable fence height. Ambiguity ensued on how to define the structures by the fence: *Are they part of the fence? Separate? How tall are they allowed to be? Can they be solid or do they need to be partially open?* Complicating the decision is the fact there is no term definition for fence in the Zoning Ordinance.

In lieu of clear, specific definitions for fences, trellises and similar structures, staff relied on the normal dictionary definition, as instructed by Section 12-13-1.A. Section 12-7-1.C allows trellises to be a maximum of eight feet tall and minimum one foot from the property line. However, staff seeks to resolve issues with the fence, arbor, trellis, and yard feature regulations to ensure the intent of the requirements are met and structures that have been recently confused are henceforth accurately defined.

Fences are currently regulated in height, opacity, and location for both residential and nonresidential properties. Broad dictionary definitions for terms like “fences” are often too general to be applied to the variety of scenarios planners and zoning administrators face. For example, Merriam Webster dictionary defines fence

as, “a barrier intended to prevent escape or intrusion or to mark a boundary.” However, fences can have a variety of purposes within a city, including delineating boundaries, creating enclosures on property for people, animals and equipment, and providing screening to support an aesthetically pleasing environment for residents and businesses.

Nonetheless, the fence regulations have remained relatively consistent since adopted in the original 1998 Zoning Ordinance, even without an expressed definition. Amendments over the years have included permitting eight-foot-tall fences on properties abutting railroad rights of way and adding regulations for dog runs. The most substantial amendments occurred in 2019 and included placing restrictions on abutting fences, as well as adding the “corner side” yard definition and attendant rules.

Section 12-8-2 regulates height, setbacks, location, and appearance of fencing. Staff most commonly receives questions about the height and opacity of fencing for properties from residents seeking to alter an existing fence or erect a new fence. Generally side and rear yards are permitted to have a six-foot-tall fence, if located outside of the 10-foot sight triangle of an alley, driveway, or street. Fencing in the front yards can be a maximum of four-foot-tall and cannot be less than 50 percent open. For corner lots, the corner side yard (along the longest side fronting a street) cannot be taller than four feet and can be open or solid. The intent of the shorter fencing in areas visible from the street is to create a more cohesive, inviting neighborhood, allowing for the display of landscaping and preventing the appearance of a walled community.

Examples from Other Municipalities and Existing Trends

Examples from other municipalities were used to shape the suggested amendments. Fence, trellis, and arbor definitions from twenty-two (22) municipalities of the Northwest Municipal Conference (NWMC) were collected and compared (refer to attached Fence Definitions of Other Communities). In particular, definitions from Barrington, Lincolnwood, Mount Prospect, Niles, and Northfield were used to shape the proposed definitions. The majority of other zoning ordinances include a definition of fence and regulate the location, height, and/or materials (18 out of 22). Several communities (eight out of 22) also define trellises and arbors and/or regulate the location, height, and materials.

Proposed dimensions of trellises and arbors were selected by evaluating existing products available at various consumer home goods stores. Refer to Analysis of Average Dimensions of Arbors and Trellises attachment for details.

Proposed Amendments

The full proposed amendments are attached and are summarized below:

- **Section 12-13-3, Definition of Terms**
 - Added or revised definitions for:
 - Fence
 - Trellis
 - Arbor
 - Yard Feature (“trellis” and “arbor” are removed from this category to be independently defined)
- **Section 12-7-1.C – Permitted Obstructions in Required Yards**
 - Arbors and trellises added to table with applicable setbacks from lot lines and other structures:
 - Arbors permitted at lot line of front and corner side yards and one foot away from the lot line at side and rear lot lines.

- Trellises permitted in front and corner side yards if they do not exceed 4 feet in height and do not encroach more than 5 feet into the front and corner side yards; may be 6 feet tall in side and rear yards.
 - Footnote 3 removed regarding when a permit is required for recreational equipment and yard features. A separate amendment to the Local Amendments to the adopted Building Code (Section 10-1-2 of City Code) will be submitted to clarify work exempt from permit; the Zoning Ordinance is not the correct location to regulate what construction requires a permit.
- **Section 12-8-14 – Arbor and Trellis Regulations**
 - New section added to regulate arbors and trellises on zoning lots generally, not just in required yards. This new section includes restrictions on:
 - Size (height and width)
 - Material
 - Quantity (arbors only)
 - Minimum separation

PZB Recommendation and Findings of Fact:

The Planning and Zoning Board (PZB) held a public hearing on January 10, 2023, continued to February 28, 2023, and recommended approval 7-0 of the amendments as written in the attached approving Ordinance Z-6-23. Rationale that serves as justification on the standards for text amendments (Section 12-3-7.E of the Zoning Ordinance) is included with the attached excerpt of the February 28, 2023 meeting minutes.

City Council Action: Under Section 12-3-7.D of the Zoning Ordinance, the City Council may approve, approve with modifications, or deny the amendments.

Attachments:

Attachment 1: Proposed Amendments

Attachment 2: Summary of Fence Definitions from Other Municipalities

Attachment 3: Analysis of Average Dimensions of Arbors and Trellises

Attachment 4: Letter from PZB Chairman Szabo

Attachment 5: Excerpt from Draft Minutes of February 28, 2023 PZB Meeting

Ordinance

Z-6-23

PROPOSED AMENDMENTS

Proposed additions are **bold, double-underlined**. Proposed deletions are ~~struck through~~. Surrounding text that is not proposed to be amended is provided for context.

“12-13-3: DEFINITION OF TERMS:

ARBOR. A freestanding, doorway-type structure comprised of two sides attached by an arched or flat top, intended for aesthetic purposes, and typically located adjacent to gardens, landscaping, walkways, or entryways. Height shall be measured from the immediately adjacent finished grade to the highest point of the arbor.

FENCE. A structure used as a barrier or boundary to enclose, divide, or screen a piece of land. This term shall include fences, walls, and other structural or artificial barriers that function as a wall or a fence. For the purposes of this Title, a "fence" shall not include arbors, trellises, or naturally growing shrubs, bushes, and other foliage. Fences shall be made of wood, vinyl, metal, masonry, or combination thereof. Height shall be measured from the immediately adjacent finished grade to the highest point of the fence.

TRELLIS. A freestanding structure with latticework intended primarily to support vines or climbing plants. Height shall be measured from the immediately adjacent finished grade to the highest point of the trellis.

YARD FEATURE: Objects and features, including ~~arbors, trellises,~~ gazing balls, bird baths, statues, wishing wells, ornamental lights, and other similar features, intended to be used for aesthetic ~~or practical~~ purposes.”

“12-7-1 GENERAL DISTRICT REGULATIONS:

C. Permitted Obstruction In Required Yards: The following structures and uses shall be permitted in the following required yards:

	Required Yards			
	Front	Side	Rear	Corner Side ¹

<u>Arbors</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
<u>May not be less than 1 foot from side and rear lot lines</u>				
<u>Refer to Section 12-8-14 of this title for additional regulations.</u>				

<u>Trellis</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
<u>In the front and corner side yards, may not exceed four feet in height or encroach more than five feet.</u>				
<u>In the rear and interior side yards, may not exceed six feet in height.</u>				
<u>Refer to Section 12-8-14 of this title for additional regulations.</u>				

Yard Features³	P	P	P	P
Arbors and trellises:				
May not exceed 8 feet in height				
May be located no closer than 1 foot from all lot lines				
If located in a front yard, must be constructed in such a manner so as to provide at least 50 percent open “see through” area of uniform distribution				
Other Y ard features:				
May not exceed 4 feet in height when				

located in the required front yard				
May not encroach in the required front yard more than 5 feet				
May be located no closer than 5 feet from side, corner side and rear lot lines				

1. Corner side yard regulations shall only apply within the R-1, R-2, R-3 and R-4 Districts.
2. There is no limit to the number of recreational equipment items allowed on any lot. However, any recreational equipment that adds impervious surface will count towards the maximum rear yard coverage for properties zoned R-1.
- ~~3. Recreational equipment and yard features do not require a permit unless electrical and/or a foundation is required for installation.~~
- 3.4. Accessory Auto Filling Station Canopies do not have to follow the bulk regulations set forth in section 8-1.C. of this title; provided, however, Accessory Auto Filling Station Canopies may not exceed 25 feet in height.
- ~~4.5.~~ All driveways must comply with the applicable regulations in Section 12-9-6.”

“ 12-8-14 ARBOR AND TRELLIS REGULATIONS:

Arbor: Arbors shall adhere to the following standards and, located within a required yard, shall also adhere to regulations in Section 12-7-1.C:

1. **Size:**
 - i. **Height: Arbors may not exceed 8 feet in height as measured from the immediately adjacent grade to the highest point of the arbor.**
 - ii. **Width: Arbors may not exceed 8 feet in width as measured from one side of the arbor to the other; provided; however, that that the “doorway” opening between the two sides of the arbor must be at least 24 inches wide or 50% of the total width of the arbor, whichever is greater.**
 - iii. **Depth: Arbors may not exceed 3 feet in depth.**
2. **Material: Arbors shall be constructed of wood, brick, stone, wrought iron, vinyl, or similar decorative material.**
3. **Quantity: There shall be no more than two arbors on a residential zoning lot.**
4. **Separation: With the exception of fences, arbors may not be attached to or located less than 1 foot from other structures including but not limited to trellises and other arbors.**

B. Trellis

1. **Size: Trellises shall adhere to the following standards:**
 - i. **Height: Trellises may not exceed 8 feet in height as measured from the immediately adjacent grade to the highest point of the trellis; provided, however, the regulations in Section 12-7-1.C. shall govern those trellises within a required yard.**
 - ii. **Width: Trellises may not exceed 8 feet in width as measured from one side of the trellis to the other.**
2. **Material: Trellises shall be constructed of wood, wrought iron, vinyl, or similar decorative material.**
3. **Separation: Trellises may not be attached to or located less than 6 feet from other trellises.”**

Fence, Arbor and Trellis Regulations for Surrounding Municipalities

Arlington Heights

No definitions of fence or arbor/trellis. Structure definition includes fence:

STRUCTURE. Anything constructed or erected which requires location on the ground or is attached to something having location on the ground, including a fence or a freestanding wall, television antenna towers, earth stations, or other devices receiving electronic signals. A sign, billboard, or other advertising medium, detached or projecting, shall be construed to be a structure.

Arbors and trellis regulations: Location and size regulated by Table of Permitted Obstructions (6.6-5.1).

Fence regulations: Fence location, height, materials, and opacity regulated in Section 6.13.

Bannockburn

FENCE, CLOSED-TYPE. A wall, fence, gate, or similar barrier that is not an open-type fence.

FENCE, OPEN-TYPE. A wall, fence, gate, or similar barrier, or any ten-linear-foot segment of such a barrier, where the visibility at right angles to any surface of such barrier or segment thereof is not reduced by more than 50%.

Arbor and trellis regulations: Permitted obstructions in required yards, Section 260-909.

Fence regulations: Fence location, height, opacity regulated by permitted obstructions in required yards in Section 260-909.

Barrington

FENCE. A barrier of posts, wire, rails, boards, metal sheets, masonry, or other material which is used as a boundary or means of screening, protection, security, or confinement.

DOG RUN. An area enclosed by a fence for the containment of dogs or other domestic animals. For purposes of this definition, "fence" shall not include invisible electronic fences.

TRELLIS. See Arbor/Trellis.

ARBOR/TRELLIS. A freestanding device used to support vines or climbing plants. In order to qualify as an Arbor or Trellis, the main function and/or purpose of the structure in design and/or use shall be to support vines or climbing plants. Arbors and/or Trellises shall not exceed six (6) feet in height and shall be constructed of wood, brick, stone, wrought iron or similar decorative material.

Arbor and trellis regulations: Location and height regulated by Section 4.2 – Allowable obstructions.

Fence regulations: Fence location and height regulated by Section 4.5 and Table 4.2 – Allowable Obstructions (Required Yards).

Buffalo Grove

No definitions of fence or arbor/trellis in Zoning Ordinance.

Arbor and trellis regulations: Height and location regulated by Section 17.20.030 – Building height, bulk and coverage.

Fence regulations: Fence location and height regulated by Building and Construction Code – Chapter 15.20.

Deer Park

FENCE. Any structure, from whatever material, serving as an enclosure, barrier, boundary or separation.

GARDEN FENCE. Any fence designed for the protection of vegetation.

LANDSCAPING SCREENING. Planted earth berm, densely planted evergreens, shrubs or trees or any combination thereof.

Fence regulations: Fence location, height, materials, opacity regulated by Chapter 151: Fences.

Elk Grove

FENCE: A structure forming a barrier at grade level between lots, between a lot and a street or an alley or between portions of a lot or lots.

Fence regulations: Fence location and height regulated by Section 3-7.D, Structures in Yards and in Zoning District Regulations in Chapter 7 for applicable zoning districts.

Glencoe

FENCE. A man-made barrier structure used as a boundary or as a means of protection, confinement, or screening.

SUN DECK. An area without roof or any other overhead structure or element located above any story of a building, which area has a fence, wall, or rail exceeding 42 inches in height above its floor.

ARBOR. A structure used as a decorative element or for the display or support of climbing vines, flowers or other plants as a complementary use to a residential structure.

Arbor and trellis regulations: Height, size, location, opacity regulated by Section 5-101 – Accessory Structures and Uses. No specific trellis regulations.

Fence regulations: Fence location, height and opacity regulated by Article XI. Fences.

Grayslake

No definitions of fence or arbor/trellis.

Fence regulations: Fence location, height, opacity regulated by Building Code – Chapter 15.36 – Fences.

Libertyville

Fence means a barrier structure used as a boundary or as a means of protection, confinement or screening.

Grade, fence, and sign shall be measured from the level of the street nearest the proposed location of the fence or sign or from the average ground level within a distance of fifty (50) feet from the location of the fence or sign.

Arbor and trellis regulations: Height and location regulated by zoning district standards.

Fence regulations: Fence materials, location, height, opacity regulated by Article 13 Part B Fences.

Lincolnshire

FENCE A structure, other than a building, which is a barrier and used as a boundary or means of protection or confinement.

FENCE, NATURAL A fence made of natural growth, such as trees, deciduous shrubs, evergreens, etc.

FENCE, OPEN A fence, including gates, which contains no greater than 60% opaque materials, as measured horizontally along each foot of the length of the fence facing each yard.

FENCE, SOLID A fence, including gates, which conceals from view from adjoining properties, streets, or alleys activities conducted behind it

Arbor and trellis regulations: Permitted obstruction in rear yards (Section 6-3-8.B).

Fence regulations: Fence location, height, materials, color and opacity regulated by Title 6-15 of Zoning Ordinance.

Lincolnwood

FENCE. An accessory structure, assembled using cut or formed natural materials or artificial materials, which is used as a barrier, boundary, decorative accessory, means of protection or confinement enclosing or dividing a piece of land, and which is over 12 inches in height above the ground level. Examples include, but are not limited to, open fences, solid fences, masonry

and stone walls. For the purposes of this chapter, a "fence" shall not include naturally growing shrubs, bushes and other foliage.

FENCE HEIGHT. All sections of fence (excluding the post) in any lot may have a total height that shall not exceed the prescribed maximum fence height; provided that the space between the bottom of a section of fence and the ground beneath it shall not exceed three inches. A fence post may extend no more than a maximum of three inches above the section of fence.

FENCE, LEGAL NONCONFORMING, or LEGAL NONCONFORMING FENCE. Any fence which was erected pursuant to a permit and is maintained in good condition and existing prior to the passage of the regulation, but which does not conform to the regulations set forth in this Zoning Ordinance.

FENCE MAINTENANCE. The painting, staining, sand scraping, nailing, screwing, riveting, welding, tie-wiring, or clamping so as to restore the like new appearance, restore the safe condition, or maintain the condition of what would generally be considered a good functioning fence.

FENCE MATERIAL, UNACCEPTABLE. Materials such as concrete block, cinder block, plank lumber over six inches in width, scrap lumber, scrap materials, barbed wire (except at the top of a fence in an M District where not abutting a residential lot or in any zoning district where used to enclose utility or telecommunications facilities), pallet lumber, plastic pipe, plastic or synthetic materials, (except as otherwise permitted pursuant to Section 3.13 of this chapter), exterior insulation finish systems, combinations of materials, "chicken wire mesh" (except as allowed immediately around compactly planted vegetable gardens, as seasonally needed in rear and side yards only, square wire farm fence, in residential zones welded wire fence with members less than 1/2 inches in diameter, fabric, burlap, plastic sheets (except approved synthetic composite materials), wood and plastic snow fence, rubble and debris and open fences with obstructions. [Amended 4-1-2014 by Ord. No. 3090]

FENCE, OPEN or OPEN FENCE. A fence including gates, which has, over its entirety, no less than 50% of the surface area in open space as viewed from an angle of 90°, from the fence line. Examples include, but are not limited to: chain link; wrought iron; picket; Kentucky rail; split rail.

FENCE PANEL. That portion of a fence that is between the fence posts.

FENCE, REAR or BACK FACE. The face side of a fence which shows the most amount of structural supports.

FENCE REPAIR. Any action in which a person fixes, mends, restores, or removes that portion of a fence which provides its opacity (e.g., vertical boards, individual post replacement, slats, pickets, chain link) and/or associated horizontal supports. Repair shall include any action to an existing fence within a calendar year not specifically included within the definition of "fence replacement" or "fence maintenance."

FENCE REPLACEMENT. Any action in which a person removes and replaces more than 25% of the number of posts or horizontal or vertical members in a fence within a calendar year.

FENCE, SEMIPRIVATE or SEMIPRIVATE FENCE. A fence which is not a solid fence nor an open fence, and including, without limitation, shadow box and louvered fences; provided, however, that "semiprivate fence" does not include any louvered fence for which (i) the gaps between the fence boards are less than 50% of the board width; (ii) the angle of the boards exceeds a fifty-degree angle, from horizontal or vertical; or (3) it is possible to see from one side of the fence through to the other side. [Amended 6-3-2014 by Ord. No. 2014-3102; 8-18-2015 by Ord. No. 2015-3164]

FENCE, SOLID or SOLID FENCE. A fence which is not open over 50% of the surface area. Examples include, but are not limited to: stockade, board and batten, basket weave, chain link with woven slat inserts, and brick, except as otherwise provided.

Arbor and trellis regulations: Height and location regulated by Section 3.10 – Permitted obstructions in yards.

Fence regulations: Fence location, height, materials, color, opacity regulated by Section 3.13 – Fences and Section 3.10 – Permitted obstructions in yards and definitions.

Mount Prospect

FENCE, AREA. A fence located immediately adjacent to a permitted patio, deck or similar accessory structure.

FENCE, OPEN. A fence, including gates, designed and constructed with at least fifty percent (50%) of its surface area as open space of uniform distribution, when viewed from a right angle.

FENCE, PERIMETER. A fence located on or within six inches (6") of a property line.

FENCE, SOLID. A fence, including gates, designed and constructed with greater than fifty percent (50%) of its surface area as opaque material of uniform distribution, when viewed from a right angle.

FENCE/WALL. A freestanding structure resting on or partially buried in the ground and rising above the ground level, forming a barrier which is not otherwise a part of any building or other structure and is used to delineate a boundary or as a means of confinement or privacy.

TRELLIS. A decorative feature, linearly constructed of latticed or patterned materials, often used to support climbing plants, that is no more than twenty five percent (25%) opaque. Temporary trellises used to support seasonal plants, such as tomato cages or bean pole frames, shall not be considered trellises for the purposes of the regulations outlined in section 14.319 of this chapter.

ARBOR. A latticework bower or archway supported by three (3) or more nonlinear posts, typically intertwined with climbing vines and flowers.

Arbor and trellis regulations: Permitted obstructions table (Section 14.319) includes maximum dimensions for arbors and trellises

- Arbors, not to exceed a width of 5', a depth of 3', and a height of 8', with a minimum setback of 3' from side lot lines, permitted in side and rear yards
- Trellises, not to exceed 8' in height and a total width of 10', maximum of 2 structures per lot, permitted in side and rear yards.

Fence regulations: Fence height and location regulated by Section 14.318 – Fences and Walls.

Niles

FENCE. A structure used as a boundary, screen, separation, means of privacy, protection, or confinement, and is constructed of wood, metal, wire mesh, masonry, or similar material and is used as a barrier.

ARBOR. A freestanding structure of latticework comprised of two sides and a roof, which may serve as an entry feature and/or support vines or trained climbing plants.

TRELLIS. A frame made of bars of wood or metal crossed over each other, fixed to a wall, to support vines or climbing plants.

Arbor and trellis regulations: Location regulated by Section 9.4 – Permitted Encroachments

Fence regulations: Fence height, location, opacity, regulated by Article XV – Fences.

Northfield

FENCE. A barrier of wood, masonry, stone, metal or manufactured material or combination of materials erected to enclose, screen or separate outdoor areas. This term shall include fences, walls and other structural or artificial barriers that function as a wall or a fence.

Arbor and trellis regulations: Location regulated by Section 18-2 – General Standards.

Fence regulations: Fence height, location, materials regulated by Article 18-II Fences Walls or Artificial Barriers.

Park Ridge

FENCE. An artificially constructed barrier of wood, masonry, stone, wire, metal or other combination of materials of thirty (30) inches or more in height erected to enclose, screen or separate areas. Artificial barriers of less than thirty (30) inches shall be considered a landscape feature.

FENCE, OPEN. A fence, including any gates, designed and constructed so that the surface area of any segment of such fence contains at least fifty percent (50%) open space as compared to solid materials.

FENCE, SOLID. A fence, including gates, made entirely of opaque material.

ARBOR. A freestanding structure used in a garden to support vines or climbing plants; also called a "Trellis."

TRELLIS. A freestanding structure used in the garden to support vines or climbing plants; also called an "Arbor."

Arbor and trellis regulations: Location regulated by Section 11.5-Permitted encroachments, opacity and size regulated by Section 11.4 – Accessory buildings, structures and uses.

Fence regulations: Fence height, location, materials regulated by Section 11.4 – Accessory buildings, structures and uses.

Rolling Meadows

FENCE. A free-standing structure of metal, masonry, composite or wood, or any combination thereof resting on or partially buried in the ground and rising above ground level, and used for confinement, screening or partition purposes

Fence regulations: Fence height and location regulated by Article VIII. - Fences

Schaumburg

DECORATIVE BARRIER. A fence like structure intended for ornamental purposes and not forming a part of an enclosure.

FENCE. A nonliving, freestanding structure resting on or partially buried in the ground and rising above the ground level, which forms a barrier which is not otherwise a part of any building or other structure and is used to delineate a boundary or as a means of confinement or privacy.

FENCE, OPEN. A fence having a regular pattern that is greater than eighty percent (80%) permeable to both light and air when viewed perpendicular to the plane of the fence.

FENCE, PERIMETER. A fence which is located on or within six inches (6") of a property line.

FENCE, SEMIOPEN. A fence having a regular pattern that is between thirty percent (30%) and eighty percent (80%) permeable to both light and air when viewed perpendicular to the plane of the fence.

FENCE, SOLID. A fence having a regular pattern that is thirty percent (30%) or less permeable to both light and air when viewed perpendicular to the plane of the fence.

ARBOR. A structure similar to a trellis, with two (2) sides and an arched top with latticework typically used as a support for vines and other climbing plants.

TRELLIS. A structure of open latticework, often used as a support for vines and other climbing plants.

Arbor and trellis regulations: Location regulated by Permitted Locations in Yards table in Section 154.63 -Accessory Buildings, Structures and Uses.

Fence regulations: Fence height and location regulated by Chapter 102 – Fences.

Streamwood

FENCE. A barrier at grade, used as a boundary or means of protection or confinement. The term "fence" shall include, but is not limited to, walls, railings and similar items.

Vernon Hills

FENCE. A manmade structure forming a barrier which is not part of any building or structure, and which is more than 24 inches overall in height above the existing grade.

FENCE, SOLID. A fence which is impenetrable by vision, and which conceals activities on a lot from view of adjoining lots or rights-of-way.

Fence regulations: Fence height and location regulated by Section 11-4-5-6 – Fences.

Wheeling

FENCE. means a structure which is a barrier and is used for purposes of privacy, protection or confinement.

FENCE, DECORATIVE. means any fence having a regular pattern that has more than thirty percent of the surface open and unobstructed to vision, light and air, when viewed perpendicular to the plane of the fence and intended primarily for aesthetic purposes.

FENCE, SOLID. means any fence having a regular pattern that has less than thirty percent of the surface open and unobstructed to vision, light and air, when viewed perpendicular to the plane of the fence and intended primarily for privacy or security purposes.

Arbors and trellis regulations: Height and location regulated by Section 19.03.080 – Permitted obstructions in required yards.

Fence regulations: Fence height and location regulated by individual zoning districts and uses and by Section 19.10.070 – Accessory uses and structures.

Wilmette

FENCE. A free standing structure, including gates as needed, made of metal, masonry, wood or synthetic fiber or material, or any combination thereof, including gates, resting on or partially buried in the ground, rising above ground level, and used to delineate a boundary or as a barrier or means of protection, confinement, or screening. A fence that is installed atop or resting on a foundation rather than posts is considered a wall for purposes of this Ordinance.

FENCE, OPEN. A fence which has, over its entirety, fifty percent (50%) or more of its surface area as open, defined as allowing a direct view through the fence from eye level at a position perpendicular to the fence.

FENCE, SOLID. A fence which has, over its entirety, less than fifty percent (50%) of its surface area as open, defined as allowing a direct view through the fence from eye level at a position perpendicular to the fence.

ARBOR. A shelter of latticework intertwined with climbing vines and flowers.

TRELLIS. A frame or panel of latticework used as a screen or as a support for climbing shrubs or plants.

Trellises and arbors: Location, size, number and opacity regulated by Section 30.13.4 – Accessory structures and uses. See below:

- (1) Arbors and trellises are limited to maximum height of nine (9) feet, a maximum width of six (6) feet and a maximum depth of three (3) feet. The sum of depth in feet and width in feet is limited to eight (8) feet.
- (2) Each surface of an arbor or trellis must be at least fifty percent (50%) open.
- (3) No more than a total of three (3) arbors or trellises, or a combination thereof, is permitted on a lot. No more than one (1) arbor or one (1) trellis is permitted along a single lot line.
- (4) Arbors attached to a principal building may not encroach more than four (4) feet into the required front, side yard adjoining a street, or rear yard, and no more than two (2) feet into the interior side yard. Attached arbors are limited to ten percent (10%) coverage of a front yard. Detached arbors are permitted encroachments in any required yard. Trellises are permitted encroachments in the interior side and rear yards.

Fence regulations: Fence location and height regulated by Section 30.13-.4 – Accessory structures and uses.

Winnetka

No definition for fence.

ARBOR. "Arbor" means a shady garden shelter or bower, often made of rustic work or latticework on which vines, roses, or the like are grown.

TRELLIS. "Trellis" means a frame supporting open latticework, used for training vines and other creeping plants.

Arbor and trellis regulations: Height, location, size, opacity, number regulated by separate zoning district standards.

Fence regulations: Fence locations and height regulated by separate ordinances and standards for zoning districts.

Analysis of Average Dimensions of Arbors and Trellises

Data source: Home Depot and Menards websites, data collected on January 4, 2023

Arbors			
	Height (ft)	Depth (ft)	Width (ft)
Average:	7.4	2.2	4.8
Mode:	7.4	2.5	4.1
Range:	6.5 to 8	1.5 to 4.4	3.3 to 7.1
	Height (ft)	Depth (ft)	Width (ft)
Sample 1	6.5	1.8	3.8
Sample 2	6.5	1.9	3.3
Sample 3	7.4	2.0	4.1
Sample 4	7.6	1.7	4.1
Sample 5	7.3	1.7	4.2
Sample 6	7.8	2.5	5.0
Sample 7	8.1	2.5	5.9
Sample 8	7.7	2.3	6.7
Sample 9	6.8	1.8	3.8
Sample 10	7.4	2.2	7.1
Sample 11	7.1	2.5	6.0
Sample 12	7.5	1.5	4.2
Sample 13	7.3	2.9	6.5
Sample 14	8.1	2.5	5.9
Sample 15	7.1	1.8	3.8
Sample 16	7.2	4.4	6.5
Sample 17	7.8	2.5	5.0
Sample 18	7.4	2.0	3.9
Sample 19	7.6	2.0	4.1
Sample 20	6.8	1.9	3.3

Trellises		
	Height (ft)	Width (ft)
Average:	6.6	3.4
Mode:	6	2
Range:	4 to 8	1.8 to 6.7
	Height (ft)	Width (ft)
Sample 1	6.0	2.0
Sample 2	6.3	2.3
Sample 3	6.0	2.0
Sample 4	7.5	6.7
Sample 5	7.5	6.7
Sample 6	8.0	4.5
Sample 7	8.0	3.3
Sample 8	4.0	2.0
Sample 9	6.3	1.8
Sample 10	8.0	4.8
Sample 11	6.0	3.0
Sample 12	6.3	2.9
Sample 13	8.0	4.5
Sample 14	6.3	2.3
Sample 15	7.0	4.1
Sample 16	6.3	2.3
Sample 17	5.5	2.9
Sample 18	7.1	3.2
Sample 19	6.0	2.0
Sample 20	6.3	1.8
Sample 21	7.3	3.3
Sample 22	7.0	5.0
Sample 23	7.2	2.6
Sample 24	5.2	2.3
Sample 25	6.4	3.3
Sample 26	6.8	5.1
Sample 27	7.5	6.7
Sample 28	6.0	2.0
Sample 29	6.0	4.0
Sample 30	6.0	4.0
Sample 31	7.0	5.0
Sample 32	7.1	1.8



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5380
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March 1, 2023

Mayor Goczkowski and Des Plaines City Council, CITY OF DES PLAINES

Subject: Planning and Zoning Board, Zoning Text Amendments, Case # 23-002-TA

RE: Consideration of Zoning Text Amendments Regarding Fences, Trellises, Arbors, and Yard Features

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board (PZB) met on February 28, 2023 to consider text amendment requests to the Zoning Ordinance to: (i) add the terms “Fence”, “Trellis” and “Arbor” and revise the term “Yard Features” in Section 12-13-3; (ii) amend yard feature regulations in Section 12-7-1.C to create separate regulations for trellis, arbor and yard features; (iii) add Section 12-8-14: Arbors and Trellises to create regulations for arbors and trellises.

1. Staff, on behalf of the City, presented the background and rationale of the amendments, including the existing regulations for fences, trellises, arbors and yard features. Staff provided the proposed language and the analysis completed to arrive at the final amendments including comparisons of regulations and definitions from other similar municipalities and dimensions of available trellises and arbors for sale at major hardware stores.
2. The PZB asked staff about the applicability of the arbor and trellis rules within the required yards and properties overall. Staff clarified where each regulation would apply and described the definitions for trellis, arbor and yard feature. The PZB discussed the purpose for the amendments and how the proposed regulations meet the standards for text amendments.
3. No members of the public spoke on this request.
4. The Planning and Zoning Board *recommended* (7-0) that the City Council *approve* of the requested text amendment as written in the staff report.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'James Szabo', written in a cursive style.

James Szabo
Des Plaines Planning and Zoning Board, Chairman
Cc: City Officials/Aldermen



1. Address: Citywide

Case Number: 23-002-TA

The petitioner is requesting text amendments to the Zoning Ordinance related to definitions and regulations for fencing, screening, trellises, and other similar yard features; permitting requirements for obstructions in required yards; 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: #23-002-TA

Project Summary: The City of Des Plaines is applying for zoning text amendments to create definitions and clarify regulations for fences, arbors, trellises, and yard features.

Update: Staff has revised the proposed amendments per guidance from the PZB on January 10, 2023, as well as based on research on the dimensions of arbors and trellises available at home goods and improvement stores such as Menards and Home Depot (see Attachments). The original amendments required trellises to be separated by a minimum of one foot from all structures, including fences, arbors, and other trellises. However, the PZB discussed issues with the practicality of this requirement for the maintenance and vitality of landscaping and gardens. Staff proposes revised amendments that allow trellises to *abut* fences and other structures – in other words, trellises could be directly next to other structures - but must remain *freestanding*, meaning they cannot be attached to any other structures or rely on them for support.

Further, a minimum six-foot separation is proposed between trellises to prevent potential conflict with the existing rule that prohibits abutting fences on the same property; the setback would prevent a continuous line of trellises that could function as a fence placed against an existing fence. In addition, the PZB suggested regulating trellis width to provide control over the amount and size, which has been incorporated into the proposed amendments. The proposed maximum width is 8 feet.

Finally, while the proposed amendments would still limit the height of trellises in the required front or corner side yards to 4 feet and in the required interior side or rear yards to 6 feet, it is now proposed that within the buildable area – or the portion of a lot not in a required yard, generally in the center of the lot – the maximum trellis height would be 8 feet, as it is in existing rules. It is worth highlighting that where a latticework is not freestanding but leaning against or attached to another structure, such as a house, the proposed amendments intend not to define the latticework

as a trellis. In those instances, its height, width, and all other limitations would be the same as the structure upon which it relies for support.

Issue: Consider the following Zoning Ordinance amendments: (i) add the terms “Fence”, “Trellis” and “Arbor” and revise the term “Yard Features” in Section 12-13-3; (ii) amend yard feature regulations in Section 12-7-1.C to create separate regulations for trellis, arbor and yard features; (iii) add Section 12-8-14: Arbors and Trellises to create regulations for arbors and trellises.

Background

In 2022 City staff encountered multiple instances where property owners erected structures attached or close to fences that were challenging to define and extended above the allowable fence height. Ambiguity ensued on how to define the structures by the fence: *Are they part of the fence? Separate? How tall are they allowed to be? Can they be solid or do they need to be partially open?* Complicating the decision is the fact there is no term definition for fence in the Zoning Ordinance.

In lieu of clear, specific definitions for fences, trellises and similar structures, staff relied on the normal dictionary definition, as instructed by Section 12-13-1.A. Section 12-7-1.C allows trellises to be a maximum of eight feet tall and minimum one foot from the property line. However, staff seeks to resolve issues with the fence, arbor, trellis, and yard feature regulations to ensure the intent of the requirements are met and structures that have been recently confused are henceforth accurately defined.

Fences are currently regulated in height, opacity, and location for both residential and nonresidential properties. Broad dictionary definitions for terms like “fences” are often too general to be applied to the variety of scenarios planners and zoning administrators face. For example, Merriam Webster dictionary defines fence as, “*a barrier intended to prevent escape or intrusion or to mark a boundary.*” However, fences can have a variety of purposes within a city, including delineating boundaries, creating enclosures on property for people, animals and equipment, and providing screening to support an aesthetically pleasing environment for residents and businesses.

Nonetheless, the fence regulations have remained relatively consistent since adopted in the original 1998 Zoning Ordinance, even without an expressed definition. Amendments over the years have included permitting eight-foot-tall fences on properties abutting railroad rights of way and adding regulations for dog runs. The most substantial amendments occurred in 2019 and included placing restrictions on abutting fences, as well as adding the “corner side” yard definition and attendant rules.

Section 12-8-2 regulates height, setbacks, location, and appearance of fencing. Staff most commonly receives questions about the height and opacity of fencing for properties from residents

seeking to alter an existing fence or erect a new fence. Generally side and rear yards are permitted to have a six-foot-tall fence, if located outside of the 10-foot sight triangle of an alley, driveway, or street. Fencing in the front yards can be a maximum of four-foot-tall and cannot be less than 50 percent open. For corner lots, the corner side yard (along the longest side fronting a street) cannot be taller than four feet and can be open or solid. The intent of the shorter fencing in areas visible from the street is to create a more cohesive, inviting neighborhood, allowing for the display of landscaping and preventing the appearance of a walled community.

Examples from Other Municipalities and Existing Trends

Examples from other municipalities were used to shape the suggested amendments. Fence, trellis, and arbor definitions from twenty-two (22) municipalities of the Northwest Municipal Conference (NWMC) were collected and compared (refer to attached Fence Definitions of Other Communities). In particular, definitions from Barrington, Lincolnwood, Mount Prospect, Niles, and Northfield were used to shape the definitions. The majority of other zoning ordinances include a definition of fence and regulate the location, height, and/or materials (18 out of 22). Several communities (eight out of 22) also define trellises and arbors and/or regulate the location, height, and materials.

Proposed dimensions of trellises and arbors were selected by evaluating existing products available at various hardware stores. Refer to Analysis of Average Dimensions of Arbors and Trellises attachment for details.

Proposed Amendments

The full proposed amendments are attached and are summarized below:

- **Section 12-13-3, Definition of Terms**
 - Added or revised definitions for:
 - Fence
 - Trellis
 - Arbor
 - Yard Feature
- **Section 12-7-1.C – Permitted Obstructions in Required Yards**
 - Arbors and trellises added to table with applicable setbacks from lot lines and other structures:
 - Arbors permitted at lot line of front and corner side yards and one foot away from the lot line at side and rear lot lines.
 - Trellises permitted in front and corner side yards if they do not exceed 4 feet in height and do not encroach more than 5 feet into the front and corner side yards; may be 6 feet tall in side and rear yards.
 - Footnote 3 removed regarding when a permit is required for recreational equipment and yard features. A separate amendment to the Local Amendments to the adopted Building Code (Section 10-

1-2 of City Code) will be submitted to clarify work exempt from permit; the Zoning Ordinance is not the correct location to regulate what construction requires a permit.

- **Section 12-8-14 – Arbor and Trellis Regulations**
 - New section added to regulate arbors and trellises on zoning lots generally, not just in required yards. This new section includes restrictions on:
 - Size (height and width)
 - Material
 - Quantity (arbors only)
 - Minimum separation

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 calls for the preservation and enhancement of residential and non-residential properties. The proposed amendments serve to clarify fencing and yard feature regulations, encouraging cohesive, aesthetically pleasing and welcoming neighborhoods and corridors.

PZB Modifications (if any): _____

2. Whether the proposed amendments are compatible with current conditions and the overall character of existing development;

The amendments clarify fence and other yard feature regulations to ensure the intent of the existing fence rules are met, provide clearer direction on the height, materials, and location of yard features. The proposed definitions match current trends in the size and materials of trellises and arbors per staff’s research with several hardware and landscaping stores. The additions to the encroachment table in Section 12-7-1.C and adding Section 12-8-14 regarding arbors and trellises support the fence regulations in Section 12-8-2 by removing ambiguity about the ability to use other yard features to serve as an extension of a fence. Overall, the proposed amendments provide clarity to other sections of the Zoning Ordinance, which are the agreed upon regulations used to control the character and development patterns of properties in the city.

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. The amendments refine existing regulations for fences and yard features and will not result in development necessitating additional services.

PZB Modifications (if any): _____

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

The proposed amendments remove ambiguity regarding the location, height, and materials of fence and other yard features, creating certainty about appearance and scale of yard features and providing a cohesive appearance for residents, business owners and visitors. Regulating the allowable materials serves to ensure fences, arbors and trellises would be constructed of high quality, durable components, and the additions to Section 12-7-1.C and new Section 12-8-14 provide assurance that the scale of any yard features will not create a nuisance to neighborhoods, allowing for sufficient natural light and encouraging an inviting and aesthetically pleasing appearance of properties.

PZB Modifications (if any): _____

5. Whether the proposed amendments reflect responsible standards for development and growth.

The proposed amendments provide clarity and reduce ambiguity regarding allowable height, materials and location of fence and yard features of properties, supporting the intent of the existing Zoning Ordinance to create responsible and harmonious development and growth within the city. There is no anticipated negative effect on development or growth with the proposed amendments.

PZB Modifications (if any): _____

Samantha Redman, Associate Planner, reviewed the staff report which includes the revised proposed amendments using the guidance of the PZB on January 10, 2023. The revised proposed amendments allow a trellis to be adjacent to other structures, except other trellises. Trellises are proposed to be required to be free-standing. To avoid creating a fence, trellises are proposed to be at least 6 feet from other trellises. Trellis heights vary depending on location on the property.

Samantha explained that the proposed amendments included added or revised definitions for 12-13-3, for Fence, Yard Feature, Arbor and Trellis.

Proposed Fence definition- A structure used as a barrier or boundary to enclose, divide, or screen a piece of land. This term shall include fences, walls, and other structural or artificial barriers that function as a wall or a fence. For the purposes of this Title, a "fence" shall not include arbors, trellises, or naturally growing shrubs, bushes, and other foliage. Fences shall be made of wood, vinyl, metal, masonry, or combination thereof. Height shall be measured from the immediately adjacent finished grade to the highest point of the fence.

Proposed Yard Feature definition. - Objects and features, including gazing balls, bird baths, statues, wishing wells, ornamental lights, and other similar features, intended to be used for aesthetic purposes.

Proposed Arbor definition - A freestanding, doorway-type structure comprised of two sides attached by an arched or flat top, intended for aesthetic purposes, and typically located adjacent to gardens, landscaping, walkways, or entryways. Height shall be measured from the immediately adjacent finished grade to the highest point of the arbor.

Proposed Trellis definition - A freestanding structure with latticework intended primarily to support vines or climbing plants. Height shall be measured from the immediately adjacent finished grade to the highest point of the trellis.

Ms. Redman discussed diagrams showing yards with the proposed trellis, arbor, yard feature and fence regulations. Examples from other municipalities were used to arrive at the definitions and regulations, many of which were stricter than what is currently proposed.

Member Weaver asked if the regulations would be for the whole property or just the yards. Ms. Redman and Jonathan Stytz, Senior Planner, explained that we are looking to update two sections of the code. The first is 12-7-3-C which talks about permitted obstructions in the required yard which includes, front, rear, side and corner side yards. The other is 12-8-14 – regulations for Trellis and Arbors located anywhere on the property.

Member Fowler asked about grape arbors and showed a picture. Mr. Stytz stated, for the purposes of the amendments, an arbor would be considered an accessory structure. The structure Member Fowler showed looks more like a pergola rather than a trellis. One of the reasons amendments are proposed is so we can have a specific definition for arbors, trellises, and fences.

Member Weaver said that he found four statements that discuss why these amendments are proposed, including:

1. The proposed amendments serve to clarify fencing and yard feature regulations, encouraging cohesive, aesthetically pleasing and welcoming neighborhoods and corridors.

2. The proposed amendments provide clarity to other sections of the Zoning Ordinance, which are the agreed upon regulations used to control the character and development patterns of properties in the city.
3. Regulating the allowable materials serves to ensure fences, arbors and trellises would be constructed of high quality, durable components, and the additions to Section 12-7-1.C and new Section 12-8-14 provide assurance that the scale of any yard features will not create a nuisance to neighborhoods, allowing for sufficient natural light and encouraging an inviting and aesthetically pleasing appearance of properties.
4. The proposed amendments provide clarity and reduce ambiguity regarding allowable height, materials and location of fence and yard features of properties, supporting the intent of the existing Zoning Ordinance to create responsible and harmonious development and growth within the city.

Member Weaver asked at what point does the fence violate a community standard or community concern- sometimes a fence height can be a safety issue, as communicated by police. This is a security reason to limit the fence height. Mr. Stytz stated that yes safety is one of the reasons for fence height.

Chair Szabo stated that a six-foot fence seems like its universal and it gives some people a sense of privacy in their yards. He asked if people are trying to circumvent the 6-foot height regulation. Staff communicated that yes, people are trying to circumvent the rules with the existing regulations. Ms. Redman stated that the proposed regulations and definitions would not allow a trellis to be placed on top of fences to increase the height of the fence. In terms of have community standards, it is in the interest of the urban design of the community to not have a walled off city.

Ms. Redman stated that the board would be making a motion to approve, approve with modifications or deny the proposed amendments:

1. Create definitions for Fence, Arbor, Trellis and Yard Features in Section 12-13-3.
2. Provide regulations for arbors, trellises and yard features in Section 12-7-1.C – Permitted Obstructions in Required Yards.
3. Add Section 12-8-14 – Arbor and Trellis Regulation

A motion was made by Board Member Catalano seconded by Board Member Fowler to recommend that the City Council approves the amendments as presented.

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

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

CITY OF DES PLAINES

ORDINANCE Z - 6 - 23

AN ORDINANCE AMENDING THE TEXT OF THE DES PLAINES ZONING ORDINANCE REGARDING FENCES, TRELLISES, ARBORS AND YARD FEATURES.

WHEREAS, the City is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, the "Des Plaines Zoning Ordinance of 1998," as amended ("**Zoning Ordinance**"), is codified as Title 12 of the City Code of the City of Des Plaines ("**City Code**"); and

WHEREAS, after a review of the Zoning Ordinance, City staff proposes to amend the Zoning Ordinance to: (i) add definitions for "Fence", "Trellis" and "Arbor" and update the definition for "Yard Features"; (ii) update and clarify the regulations regarding trellis, arbor and yard features; and (iii) impose new regulations for arbors and trellises (collectively, the "**Proposed Amendments**"); and

WHEREAS, a public hearing by the Planning and Zoning Board ("**PZB**") to consider the Proposed Amendments was duly advertised in the Des Plaines Journal on December 21, 2022, and held on January 10, 2023 and continued by the PZB to February 28, 2023; and

WHEREAS, the PZB voted 7-0 to recommend approval of the Proposed Amendments; and

WHEREAS, the PZB forwarded its recommendation in writing to the City Council on March 1, 2023; and

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

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

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

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

SECTION 2. FINDING OF COMPLIANCE. The City Council finds that consideration of the Text Amendments complies with the provisions of Section 12-3-7 of Zoning Ordinance.

{00131208.1}

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

SECTION 3. DEFINITION OF TERMS. Section 12-13-3, titled “Definition of Terms,” of Chapter 13 titled, “Definitions,” of the Zoning Ordinance is hereby amended to read as follows:

“12-13-3: DEFINITION OF TERMS:

* * *

ARBOR: A freestanding, doorway-type structure comprised of two sides attached by an arched or flat top, intended for aesthetic purposes, and typically located adjacent to gardens, landscaping, walkways, or entryways. The height of an arbor is measured from the immediately adjacent finished grade to the highest point of the arbor.

* * *

FENCE: A structure used as a barrier or boundary to enclose, divide, or screen a piece of land. The term “fence” includes fences, walls, and other structural or artificial barriers that function as a wall or a fence. For the purposes of this Title, the term "fence" does not include arbors, trellises, or naturally growing shrubs, bushes, and other foliage. Fences must be made of wood, vinyl, metal, masonry, or combination thereof. The height of a fence is measured from the immediately adjacent finished grade to the highest point of the fence.

* * *

TRELLIS: A freestanding structure with latticework intended primarily to support vines or climbing plants. The height of a trellis is measured from the immediately adjacent finished grade to the highest point of the trellis.

* * *

YARD FEATURE: Objects and features, including ~~arbors, trellises,~~ gazing balls, bird baths, statues, wishing wells, ornamental lights, and other similar features, intended to be used for aesthetic ~~or practical~~ purposes.

* * *

SECTION 4. GENERAL DISTRICT REGULATIONS. In subsection 12-7-1.C, titled “Permitted Obstruction in Required Yards,” of Section 12-7-1, titled “General District Regulations,” of Chapter 7, titled “Districts,” the Zoning Ordinance is hereby amended to read as follows:

“C. Permitted Obstruction In Required Yards: The following structures and uses shall be permitted in the following required yards:

{00131208.1}

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

	Required Yards			
	Front	Side	Rear	Corner Side ¹

<u>Arbors</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
<u>May not be less than 1 foot from side and rear lot lines</u>				
<u>Refer to Section 12-8-14 of this title for additional regulations.</u>				

<u>Trellis</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
<u>In the front and corner side yards, may not exceed four feet in height or encroach more than five feet.</u>				
<u>In the rear and interior side yards, may not exceed six feet in height.</u>				
<u>Refer to Section 12-8-14 of this title for additional regulations.</u>				

<u>Yard Features³</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
<u>Arbors and trellises:</u>				
<u>May not exceed 8 feet in height</u>				
<u>May be located no closer than 1 foot from all lot lines</u>				
<u>If located in a front yard, must be constructed in such a manner so as to provide at least 50 percent open “see through” area of uniform distribution</u>				
<u>Other <u>Y</u>ard features:</u>				
<u>May not exceed 4 feet in height when located in the required front yard</u>				
<u>May not encroach in the required front yard more than 5 feet</u>				
<u>May be located no closer than 5 feet from side, corner side and rear lot lines</u>				

{00131208.1}

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

1. Corner side yard regulations shall only apply within the R-1, R-2, R-3 and R-4 Districts.

2. There is no limit to the number of recreational equipment items allowed on any lot. However, any recreational equipment that adds impervious surface will count towards the maximum rear yard coverage for properties zoned R-1.

~~3. —Recreational equipment and yard features do not require a permit unless electrical and/or a foundation is required for installation.~~

~~3.~~~~4.~~ Accessory Auto Filling Station Canopies do not have to follow the bulk regulations set forth in section 8-1.C. of this title; provided, however, Accessory Auto Filling Station Canopies may not exceed 25 feet in height.

~~4.~~~~5.~~ All driveways must comply with the applicable regulations in Section 12-9-6.”

SECTION 5. ARBOR AND TRELLIS REGULATIONS. Section 12-8-14, titled “Arbor and Trellis Regulations,” is hereby added to read as follows:

“12-8-14 ARBOR AND TRELLIS REGULATIONS:

A. Arbor: Arbors must comply with the following standards and, if located within a required yard, must also comply with the regulations set forth in Section 12-7-1.C:

1. Size:

i. Height: Arbors may not exceed 8 feet in height as measured from the immediately adjacent grade to the highest point of the arbor.

ii. Width: Arbors may not exceed 8 feet in width as measured from one side of the arbor to the other; provided; however, that that the “doorway” opening between the two sides of the arbor must be at least 24 inches wide or 50% of the total width of the arbor, whichever is greater.

iii. Depth: Arbors may not exceed 3 feet in depth.

2. Material: Arbors must be constructed of wood, brick, stone, wrought iron, vinyl, or similar decorative material.

3. Quantity: No more than two arbors are allowed on a residential zoning lot.

4. Separation: With the exception of fences, arbors may not be attached to or located less than 1 foot from other structures including but not limited to trellises and other arbors.

{00131208.1}

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

B. Trellis

1. Size:

- i. Height: Trellises may not exceed 8 feet in height as measured from the immediately adjacent grade to the highest point of the trellis; provided, however, the regulations set forth in Section 12-7-1.C. shall govern trellises located within a required yard.**
 - ii. Width: Trellises may not exceed 8 feet in width as measured from one side of the trellis to the other.**
- 2. Material: Trellises must be constructed of wood, wrought iron, vinyl, or similar decorative material.**
 - 3. Separation: Trellises may not be attached to or located less than 6 feet from other trellises.”**

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]

{00131208.1}

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 Fence, Arbor, Trellis and Yard Feature Definitions and Regulations

{00131208.1}

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





COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: March 9, 2023

To: Michael G. Bartholomew, City Manager

From: Allen Yanong, Chief Building Official 
John T. Carlisle, AICP, Director of Community and Economic Development 

Subject: Amendments to Section 10-1-2 and Section 10-2-2 of the City Code to add a condition where work exempt from permit applies.

Issue: Consider amending Section 10-1-2 and Section 10-2-2 of the City Code. The proposed changes relocate a provision from Section 12-7-1 (Zoning Ordinance) to the appropriate locations in the Local Amendments to the Adopted Building and Residential Codes and clarify the intent.

Analysis: In conjunction with staff's review and proposed *zoning* text amendments related to fences, trellises, and arbors, it became clear that a portion of the Zoning Ordinance (Title 12) was regulating whether a building permit was necessary for certain structures. The appropriate location in City Code for that kind of regulation is not the Zoning Ordinance but instead the Local Amendments to the adopted Building and Residential Codes (Title 10).

Proposed Amendments

Attached Ordinance M-8-23 contains the following proposed amendments to Section 10-1-2 and Section 10-2-2 of the City Code. Additions are **bold and double-underlined**. Some unamended text is included for context or introduction.

“[A] 105.2 Work Exempt From Permit.

Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

Building:

1. Vinyl storage cabinets not larger than 36 square feet.

* * *

- 12. Recreational equipment, arbors, trellises, and yard features as defined in the Zoning Ordinance and accessory to detached one- and two-family dwellings unless electrical work or a foundation is required for installation.**

“R105.2 Work Exempt From Permit.

Permits shall not be required for the following. Exemption from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction.

Building:

1. Vinyl storage cabinets not larger than 36 square feet.

* * *

8. **Recreational equipment, arbors, trellises, and yard features as defined in the Zoning Ordinance unless electrical work or a foundation is required for installation.**

Recommendation: Staff recommends the City Council approve Ordinance M-8-23, which amends the City Code to add to the list of work exempt from permit in both the Building and Residential Code to include recreational equipment, trellises, arbors, and yard features on single- and two-family properties. This exemption previously resided in Section 12-7-1 (Zoning).

Ordinance

M-8-23

CITY OF DES PLAINES

ORDINANCE M - 8 - 23

AN ORDINANCE AMENDING THE LOCAL AMENDMENTS TO THE ADOPTED BUILDING CODE AND RESIDENTIAL CODE OF THE DES PLAINES CITY CODE REGARDING WORK EXEMPT FROM PERMIT.

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, Chapters 1 and 2 of Title 10 of the City Code of the City of Des Plaines, as amended ("**City Code**") provides that certain work may be completed without obtaining a building permit from the City; and

WHEREAS, Sections 10-1-2 and 10-2-2 of the City Code of the City of Des Plaines, as amended ("**City Code**"), provide that a building permit is not required for certain work; and

WHEREAS, the City desires to amend Sections 10-1-2 and 10-2-2 of the City Code to allow the installation of recreational equipment, arbors, trellises, and yard features without obtaining a building permit from the City, subject to certain conditions; and

WHEREAS, the City Council has determined that it is in the best interest of the City to amend the City Code as set forth in this Ordinance.

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

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

SECTION 2. AMENDMENTS TO SECTION 10-1-2. Section 105.2 titled, "Work Exempt from Permit," of Section 10-1-2, titled "Amendments to the International Building Code," of Chapter 1, titled "Building Code," of Title 10, titled "Construction Regulations," of the City Code is amended to read as follows:

“[A] 105.2 Work Exempt From Permit.

Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

Building:

1. Vinyl storage cabinets not larger than 36 square feet.

{00131209.1}

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

* * *

12. Recreational equipment, arbors, trellises, and yard features as defined in the Zoning Ordinance and accessory to detached one- and two-family dwellings unless electrical work or a foundation is required for installation.

SECTION 3. AMENDMENTS TO SECTION 10-2-2. Section R105.2, titled “Work Exempt from Permit,” of Section 10-2-2, titled “Amendments to the International Residential Code for One- and Two-Family Dwellings,” of Chapter 2, titled “Residential Code for One- and Two-Family Dwellings,” of Title 10, titled “Construction Regulations,” of the City Code is amended to read as follows:

“R105.2 Work Exempt From Permit.

Permits shall not be required for the following. Exemption from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction.

Building:

1. Vinyl storage cabinets not larger than 36 square feet.

* * *

8. Recreational equipment, arbors, trellises, and yard features as defined in the Zoning Ordinance unless electrical work or a foundation is required for installation.

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

[SIGNATURE PAGE FOLLOWS]

{00131209.1}

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

{00131209.1}

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


**COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT**

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

MEMORANDUM

Date: March 9, 2023

To: Michael G. Bartholomew, City Manager

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

Cc: David W. Anderson, Police Chief
Jeff Paul, Community Service Officer

Subject: City Code Amendments Regarding the Keeping of Hens

Issue: The City's Municipal Code was amended in 2019 to create a three-year pilot program to allow residents in the R-1 zoning district to keep hens under certain regulations. The pilot program is set to expire on April 30, 2023, and the City Council has the opportunity to determine if the program will continue on a temporary (extended pilot) or permanent basis. Approval of the attached ordinance would amend Section 6- 1-1.D of the City Code to convert the pilot program into a permanent program to allow the keeping of chicken hens under certain regulations. The amendments also propose tweaks to the existing regulations, such as allowing a maximum of six hens instead of four.

Background and Purpose

Prior to the 2019 amendments to establish the program, the City Code prohibited the keeping of fowl throughout the City, with the exception for educational purposes as specified in Section 6-1-1(A):

“6-1-1: ANIMALS RESTRICTED WITHIN CITY:

A. Fowl: It shall be unlawful and it is hereby declared to be a nuisance to raise, maintain or have upon any property within the city any chickens, ducks, geese, guinea hens, pigeons or other similar fowl; provided, however, that it is not unlawful to keep, for educational purposes, up to six (6) chicken hens on any property located within the city that is greater than fifteen (15) acres and is listed on the national register of historic places.”

In 2017, staff was directed to prepare an ordinance creating a three-year pilot program to allow the keeping of chicken hens but the proposed ordinance failed on September 18, 2017. However, in response to the growing trend in keeping chickens for personal use and for the consumption of eggs, staff was asked to revisit the topic in October 2019, and in December 2019, the Council approved the current program.

Hen Pilot Program Overview

Approving Ordinance M-50-19 created a three-year pilot program to allow residents in the R-1 Single Family zoning district to keep up to four hens on their property with certain restrictions starting on March 1, 2020.

The full regulations are in the attached Ordinance M-50-19 and summarized below:

- A maximum of 100 permits are allowed (permits are awarded on first-come first-serve basis);
- A maximum of four hens are allowed (no roosters are permitted);
- Enclosures must be located in fenced rear yards not visible from the street and must be a minimum of five feet from property lines and other structures;
- Size Requirements:
 - Enclosures cannot exceed 100 square feet in area and cannot exceed eight feet in height;
 - Coops must be located inside the enclosure and cannot be more than 24 square feet in area;
- Slaughtering chickens is prohibited;
- All coops and enclosures shall be kept in sanitary conditions and maintained at all times;
- A courtesy notice shall be mailed or hand-delivered by the applicant to all abutting property owners two weeks prior to the permit application; and
- The coop and enclosure must be installed within 180 days of permit issuance.

Since it began, the program has led to 38 hen permit applications as of the date of this report. Of the 38 received, 30 applications have been approved, seven have been withdrawn by the applicant, and one application was denied due to the property being located outside of the R-1 zoning district. Although infrequent, staff has received some complaints stemming from hen permits, specifically related to the allowance of the keeping of hens in general, hen coop and enclosures installed without permits, noise from hens, and the location and appearance of hen coop and enclosures. Staff has also found that the language requiring a "fenced-in rear yard" is not specific enough to prevent the installation of temporary fencing as opposed to permanent fence structures.

Proposed Amendments

Given the information above and the approaching pilot program end date, staff has proposed amendments to Section 6-1-1.D to convert the existing hen pilot program into a permanent hen program while also adjusting certain regulations related to the hen program. The full proposed amendments are in the attached Ordinance M-9-23 and are summarized below:

- Remove the hen pilot program language;
- Remove the hen permit cap (currently restricted to 100);
- Allow up to six hens on each property (currently restricted to four); and
- Add specific language regarding the fencing requirements for properties with hens.

City Council Action: The City Council may approve, approve with modifications, or deny the above-mentioned amendments.

Attachments:

Attachment 1: Ordinance M-50-19

Attachment 2: Amended Backyard Hen Permit Application Packet

Ordinance M-9-23

CITY OF DES PLAINES

ORDINANCE M - 50 - 19

AN ORDINANCE AMENDING CHAPTER 1 OF TITLE 6 OF THE CITY CODE REGARDING THE KEEPING OF CHICKENS.

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, Section 6-1-1 of the City of Des Plaines City Code, as amended ("*City Code*"), restricts the types of animals that may be kept within the City including chickens, which are prohibited except for educational purposes on historic properties; and

WHEREAS, the City desires to amend Section 6-1-1 of the City Code to allow, for a period of three years, the keeping of chickens in the R-1 District subject to certain conditions ("*Amendments*"); and

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

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

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

SECTION 2: ANIMALS RESTRICTED WITHIN THE CITY. Section 1, titled "Animals Restricted Within the City," of Chapter 1, titled "Animal Control," of Title 6, titled "Police Regulations" of the City Code is hereby amended to read as follows:

"6-1-1: ANIMALS RESTRICTED WITHIN THE CITY

A. Fowl: It shall be unlawful and it is hereby declared to be a nuisance to raise, maintain or have upon any property within the city any chickens, ducks, geese, guinea hens, pigeons or other similar fowl **except as provided in section 6-1-1.D;** provided, however, that it is not unlawful to keep, for educational purposes, up to six (6) chicken hens on any property located within the city that is greater than fifteen (15) acres and is listed on the national register of historic places.

* * *

D. Chicken Hens: For a period of three years beginning March 1, 2020 and ending April 30, 2023, it shall be unlawful and is hereby declared to be a

nuisance to raise, maintain, or have upon any property within the city any chickens except under the following conditions:

1. Permit Required. Residents must obtain a permit from the Department of Community and Economic Development, which will issue no more than 100 permits.
2. Permit Fee. Payment of a non-refundable \$35.00 permit fee is required.
3. Certification Required. Applicants for permits pursuant to this section must sign a certification acknowledging and attesting to the following:
 - (i) The applicant received best practice and training information from the City; and
 - (ii) The applicant provided a courtesy notice, at least two weeks prior to the date of application, to the owners of adjoining property stating the applicant's intention to apply for a permit to keep hens pursuant to this section.
4. Permits will only be issued to single family residences located in the R-1 Zoning District.
5. Expiration of Permit. Every permit issued pursuant to this section will become void and invalid unless the enclosure and coop required by subsection D.9 of this section are installed within 180 days after the issuance of the permit, or if the keeping of hens is suspended or abandoned for a period of 180 days.
6. No more than four hens are permitted per zoning lot.
7. Roosters are prohibited.
8. Slaughtering of chickens is prohibited.
9. Hens must be kept in an enclosure and provided a coop.
 - (i) Size. Enclosures may not exceed 100 square feet and coops may not exceed 24 square feet in area and 8 feet in height.
 - (ii) Location. Coops and enclosures must not be visible from the street, must be located in a fenced rear yard, and must comply with all applicable setback requirements set forth in section 12-8-1.C.
10. Sanitary Conditions. Coops and enclosures shall be maintained in clean and sanitary condition at all times.
11. Violations. In addition to any other penalties that may apply under this Code, if the permit holder is found to be in violation of this section 6-1-1.D, the City Manager may revoke the permit."

SECTION 3. SEVERABILITY. If any paragraph, section, clause or provision of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

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

[SIGNATURE PAGE FOLLOWS]


PASSED this 16th day of December, 2019

APPROVED this 16th day of December, 2019


VOTE: Ayes 6 Nays 2 Absent 0


MAYOR

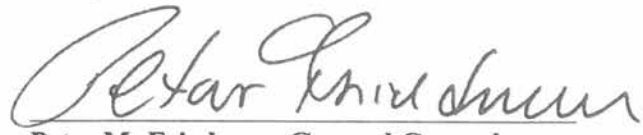
ATTEST:


CITY CLERK

Published in pamphlet form this
17th day of December, 2019


CITY CLERK

Approved as to form:


Peter M. Friedman, General Counsel

DP-Ordinance Amending Chapter 6 re Back Yard Chickens (2019)

CITY OF DES PLAINES

RESOLUTION NO. M-50-19

AN ORDINANCE AMENDING CHAPTER 1 OF TITLE 6 OF THE CITY CODE
REGARDING THE KEEPING OF CHICKENS

ADOPTED ON DECEMBER 16, 2019
BY THE CITY COUNCIL
OF THE
CITY OF DES PLAINES

Published in pamphlet form by authority of the City Council of the City of Des Plaines,
Cook County, Illinois, on this 17th day of December, 2019.

BACKYARD HENS HANDOUT/CHECKLIST

The City of Des Plaines City Council adopted Ordinance M-9-23, which created an allowance for the keeping of chicken hens (backyard hens) on lots in the R-1, Single Family Residential zoning district. Below is a summary of the regulations for the keeping of hens and provides information on obtaining a permit.

A permit must be obtained from the City in order to keep backyard hens. An application must be completed and submitted to the Community and Economic Development Department, located on the third floor of City Hall.

- Permits are only valid for single-family detached houses located in the R-1 Single Family Residential Zoning District.
- Permits are valid from the date of issuance.
- The Community and Economic Development Department is responsible for issuing hen permits.
- There is a one-time permit fee of \$35 payable at permit pick-up. Payment to the “City of Des Plaines” may be made by check, credit card or cash.

Application requirements include:

- Completed application form and payment.
- A survey of the property with the coop and enclosure drawn to scale.

A courtesy notice shall be mailed or hand-delivered by the applicant to all abutting property owners two weeks prior to permit application. **The applicant must sign the permit application attesting that the courtesy noticed was delivered two weeks prior to applying for a permit.** A blank copy of the courtesy notice is included in the application packet.

Review the *Backyard Hens Information and Resources* document provided with this checklist.

General notes regarding keeping backyard hens:

- No more than six hens (females) are allowed per zoning lot. Roosters (males) are not permitted at any time.
- Enclosures must be located in rear yards enclosed with a permanent fence, not visible from the street, and setback 5 feet from property lot lines and all other structures on the property.
- The maximum size of enclosures is 100 square feet and may be completely contained under a roof. Coops must be located inside the enclosure and be no larger than 24 square feet and 8 feet tall.
- Coops and enclosures will be inspected by the Zoning Department for size and safety regulations. A building permit is not needed to construct a coop.
- Slaughtering chickens is strictly prohibited.
- All coops and enclosures shall be kept in sanitary conditions and maintained at all times.
- Any violation of Ordinance M-9-23 may result in penalties, including permit revocation.



COMMUNITY AND ECONOMIC DEVELOPMENT

1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5306
desplaines.org

BACKYARD HENS COURTESY NOTICE

Dear Neighbor:

This is a courtesy notice to inform you that I will be applying for a Backyard (chicken) Hen Permit with the City of Des Plaines in the next two weeks. If approved, my property may have up to six hens in the rear yard with a coop and enclosure.

Address of the backyard hen request: _____

My proposed keeping of backyard hens will comply with the following regulations as established in Ordinance M-9-23:

- No roosters will be on the subject property at any time
- All hens will be treated humanely and be kept in safe and sanitary conditions
- The enclosure and coop will be located in the rear yard of the subject property no larger than 100 sq. ft. in size and eight feet tall.

The request will be reviewed within 14 days following the submission of a completed permit application. If you wish to inquire about the requested backyard hen permit, then please contact the Planning & Zoning Department at 847-391-5306.

Thank You,

Property Owner Name (print) Date

BACKYARD HENS INFORMATION AND RESOURCES

Backyard Hen Keeping Classes

Classes on backyard hen keeping and coop construction are offered several times throughout the year at the following locations:

- Chicago Botanic Garden: https://www.chicagobotanic.org/adult_education/horticulture
- The Morton Arboretum: <https://www.mortonarb.org/courses/backyard-chickens-101-chicken-keeping>
- Des Plaines Public Library

Best Chicken Breeds

When selecting breeds of hens, you want to consider factors such as hardiness to temperature, purpose (egg-laying, ornamental, etc.), and behavior/temperament. Henderson's Breed Chart is a well-known resource for learning about the characteristics of various breeds. <http://www.sagehenfarmlodi.com/chooks/chooks.html>

Purchasing Chicks or Hens

Select young chicks that are listed as female or pullets (usually 4-6 weeks old). Chicks listed as "straight run" mean that they are not sexed at birth and you could end up with a male or female chick. Obtain your chicks from a *NPPI certified* hatchery or breeder that regularly tests and maintains the health of their flocks to be disease free. Some hatcheries will vaccinate young chicks for Marek's disease which is also recommended. A number of reliable hatcheries can be found online and seasonally at local feed and supply stores.

Biosecurity & Safety

Maintaining a healthy and safe flock are important factors in keeping hens. Owners must be vigilant and well-informed about diseases, wildlife management, food safety and more. The following websites are excellent sources for information:

- **USDA Defend the Flock Resource Center**
<https://www.aphis.usda.gov/aphis/ourfocus/animalhealth/animal-disease-information/avian/defend-the-flock-program>
- **CDC Healthy Pets, Healthy People: Backyard Poultry**
<https://www.cdc.gov/healthypets/pets/farm-animals/backyard-poultry.html>

Backyard Coop Design

- The indoor coop should be a minimum of 4 sq. ft. per bird and easy to clean and maintain.
- The outdoor run (enclosure) should be a minimum of 6 sq. ft. per bird and protected on all sides, including below ground by creating a wire apron that deters predators from digging.
- Ventilation is VERY important, especially in the winter. A damp coop is dangerous to the flock as they can get respiratory diseases and even frostbite in the winter.
- Although not always necessary, there are safe ways to heat your coop in the winter. Experts suggest that, at the very least, owners should insulate their coops in the winter and provide a heated water bowl to prevent water from freezing.
- Poultry DVM's website is a good resource for tips to protect flocks from predators: <http://www.poultrydvm.com/featured-infographic/tips-for-protecting-poultry-from-predators>. Owners can learn the best practices for coop construction in order to protect flocks.

Independent Resources

- Des Plaines CLUCK Group - A local Facebook group of Des Plaines backyard hen keepers at <https://www.facebook.com/groups/DesPlainesCLUCK/>
- Des Plaines Public Library - Check out their large selection of books on backyard hens and potential classes in the future.
- Chicago Chicken Enthusiasts - A Facebook group sharing resources and information at <https://www.facebook.com/groups/579117212224653/>
- BackYard Chickens - An online community at <https://www.backyardchickens.com/>
- Fresh Eggs Daily - A chicken keeper blog at <https://www.fresheggdaily.com/>
- Poultry DVM - A directory of poultry veterinarians at <http://www.poultrydvm.com/>



COMMUNITY AND ECONOMIC DEVELOPMENT
 1420 Miner Street, Des Plaines, IL 60016
 P: 847.391.5306

APPLICATION FOR BACKYARD HENS

Permit # _____

The applicant hereby certifies to the correctness of the information provided and agrees to perform the work described in compliance with all provisions of the Zoning Ordinance and the Animal Control Regulations of the City of Des Plaines.

Owner Name: _____ Owner Phone: _____

Address: _____ Owner Email: _____
 (R-1 Single Family Residential lots only)

Complete all fields in the following table for both the coop and enclosure (up to six hens allowed; no roosters):

	Length <i>(in feet & inches)</i>	Width <i>(in feet & inches)</i>	Height <i>(in feet & inches)</i>	Area <i>(in square feet)</i>	Coop/Enclosure Setback distance from:	
					Property Line <i>(in feet & inches)</i>	Other Structures <i>(in feet & inches)</i>
Coop <i>(max 24 SF in size)</i>						
Enclosure <i>(max 100 SF in size)</i>						

A permit fee of \$35 and a survey of the property with the coop and enclosure drawn to scale must be included with this application. Please read and confirm each statement below.

- All courtesy notices have been sent to all abutting property owners at least two weeks (14 days) prior to applying for this application.
- The *Backyard Hens Information and Resources* document has been received and read.
- The coop and enclosure area will be kept in a safe and sanitary condition at all times.
- The City of Des Plaines reserves the right to cancel this permit if the property is not in compliance with Ordinance M-9-23.

Signed: _____

Date: _____

The coop and enclosure must be installed within 180 days of issuance. Prior to the keeping of hens, please call 847-391-5306 to schedule an inspection.

Permit Fee \$ _____

Approved this _____ Day of _____ 20 ____

Code Official

CITY OF DES PLAINES

ORDINANCE M - 9 - 23

AN ORDINANCE AMENDING SECTION 6-1-1 OF THE CITY CODE REGARDING THE KEEPING OF CHICKENS.

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, Section 6-1-1 of the City of Des Plaines City Code, as amended ("*City Code*"), restricts the types of animals that may be kept within the City; and

WHEREAS, Section 6-1-1 of the City Code prohibits the keeping of chicken hens within the City except between March 1, 2020 to April 30, 2023 and within the R-1 Single-Family Residential District ("*R-1 District*"), subject to certain conditions ("*Hen Pilot Program*");

WHEREAS, the City desires to amend Section 6-1-1 of the City Code to make the Hen Pilot Program permanent and allow the keeping of chicken hens in the R-1 District subject to certain conditions; and

WHEREAS, the City Council has determined that it is in the best interest of the City to amend the City Code as set forth in this Ordinance;

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

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

SECTION 2: ANIMALS RESTRICTED WITHIN THE CITY. Section 6-1-1, titled "Animals Restricted Within the City," of Chapter 1, titled "Animal Control," of Title 6, titled "Police Regulations," of the City Code is hereby amended to read as follows:

"6-1-1: ANIMALS RESTRICTED WITHIN THE CITY

A. Fowl: It shall be unlawful and it is hereby declared to be a nuisance to raise, maintain or have upon any property within the city any chickens, ducks, geese, guinea hens, pigeons or other similar fowl except as provided in section 6-1-1.D; provided, however, that it is not unlawful to keep, for educational purposes, up to six (6) chicken hens on any property located within the city that is greater than fifteen (15) acres and is listed on the national register of historic places.

* * *

D. Chicken Hens: For a period of three years beginning March 1, 2020 and ending April 30, 2023, it shall be unlawful and is hereby declared to be a nuisance to raise, maintain, or have upon any property within the city any chickens except under the following conditions:

1. Permit Required. Residents must obtain a permit from the Department of Community and Economic Development, ~~which will issue no more than 100 permits.~~

2. Permit Fee. Payment of a non-refundable \$35.00 permit fee is required.

3. Certification Required. Applicants for permits pursuant to this section must sign a certification acknowledging and attesting to the following:

a. The applicant received best practice and training information from the City; and

b. The applicant provided a courtesy notice, at least two weeks prior to the date of application, to the owners of adjoining property stating the applicant's intention to apply for a permit to keep hens pursuant to this section.

4. Permits will only be issued to single family residences located in the R-1 Zoning District.

5. Expiration of Permit. Every permit issued pursuant to this section will become void and invalid unless the enclosure and coop required by subsection D.9 of this section are installed within 180 days after the issuance of the permit, or if the keeping of hens is suspended or abandoned for a period of 180 days.

6. No more than ~~four~~ six hens are permitted per zoning lot.

7. Roosters are prohibited.

8. Slaughtering of chickens is prohibited.

9. Hens must be kept in an enclosure and provided a coop.

a. Size. Enclosures may not exceed 100 square feet and coops may not exceed 24 square feet in area and eight feet in height.

b. Location. Coops and enclosures must not be visible from the street, must be located in a fenced rear yard, and must comply with all applicable setback requirements set forth in section 12-8-1.C.

10. Perimeter Fencing Requirements. A permanent fence structure that complies with section 12-8-2 of this Code must fully enclose the rear yard containing the coop and enclosure. If the rear yard of a property requesting a hen permit is not already enclosed with a permanent fence, the property owner must obtain a fence permit from the City and install the fence prior to keeping chickens on the property.

~~11.~~ 11. Sanitary Conditions. Coops and enclosures shall be maintained in clean and sanitary condition at all times.

~~12.~~ 12. Violations. In addition to any other penalties that may apply under this Code, if the permit holder is found to be in violation of this section 6-1-1.D, the City Manager may revoke the permit.

* * *

SECTION 3. SEVERABILITY. If any paragraph, section, clause or provision of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

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

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


**COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT**

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

MEMORANDUM

Date: March 9, 2023

To: Michael G. Bartholomew, City Manager

From: John T. Carlisle, AICP, Director of Community and Economic Development *JTC*
Emily Shaw, MPA, Management Analyst *ES*

Subject: Class 6b – GKI Industrial Chicago, LLC at 55 Howard Avenue (5th Ward)

Issue: Applicant GKI Industrial Chicago, LLC is owner of the subject property. They are requesting a resolution supporting a Cook County Class 6b Property Tax Incentive (6b), which is designed to encourage industrial investment by reducing the assessment level of eligible properties for 12 years. Qualified industrial properties are assessed at 10% of market value for the first 10 years, 15% in the 11th year, and 20% in the 12th year. Normally such properties are assessed at 25% of market value. This application is based on the Occupation of Abandoned Property with Special Circumstances eligibility criterion. Generally, under the County 6b rules, a property is classified abandoned if it is vacant for 24 continuous months; however, the City may make a special circumstances determination to call the property abandoned if it is vacant for only 12 months. This property has been vacant since October 2021.

Analysis: The subject property is an approximately 3.4-acre site with a 79,617-square-foot building. The land is zoned M-2 General Manufacturing District and allows for many industrial uses. If support for the incentive is approved, the applicant intends to lease the property to a parcel/mail distribution provider, Asendia USA, Inc., who is planning to expand their current operations by moving their Chicago facility from Elk Grove Village. The applicant previously leased the property to Groot Waste Management Services, which as a unique type of tenant (materials sorting) required a customized build-out. Groot vacated the property in October 2021, and since then it has been vacant, although the owner has undone the Groot build-out to make the building marketable for future tenants.

The interested potential business, Asendia USA, Inc., is an international and domestic parcel/mail company that specializes in the preparation and distribution of parcels, direct mail, business mail, marketing mail, and publications. Asendia also provides warehousing, fulfillment, and worldwide delivery for several top U.S.-based internet retailers and businesses, as well as working with companies like Amazon and eBay. Asendia intends to use this property as a warehouse, processing center, and office space. They are expecting to hire/transfer approximately 60 full-time employees to this site. The tenant also intends to hire an additional 20 full-time employees based on growth. The job number exceeds the City's minimum expectation for number of employees (30) to be generated through support of a 6b.

After the previous tenant vacated the property, the applicant invested nearly \$660,000 renovating the property to make it marketable. These "make-ready" improvements, completed in 2022, include \$427,527 for the office demolition and renovation, \$103,098 to upgrade the dock equipment and for dock door replacement, and

\$131,854 to replace and restripe the parking lot. They are pledging an additional approximately \$520,000, which would include the following: \$161,960 to upgrade the façade, \$10,000 to replace the concrete walkway, and \$352,000 to remodel the interior by carpentry work, structural work, plumbing work, HVAC work, electrical work, and fire sprinkling. Historically, the City has counted work completed in the prior calendar year (2022) toward the expectation of minimum \$10 per square foot in investment. With the 2022 improvements and the pledged future improvements, the total amounts to \$14.90 per square foot, which exceeds the City’s expectation.

The attached application contains a sheet called “12-Year Tax Estimates,” which highlights scenarios based on market value with vacancy relief (“as is”), an occupied building with the proposed improvements and the 6b incentive (i.e., a 10 percent assessment level for 10 years), and an occupied building with the proposed improvements but without the 6b incentive (i.e. a 25% assessment level). The applicant contends the investment in the property will not be feasible without approval of a 6b—in other words, that Scenario No. 3 is not possible. Nonetheless, the applicant has provided this scenario to measure the value of the incentive.

12-Year Tax Impact Scenarios:

1. Estimated taxes as is (no improvements, no 6b, vacancy relief): \$1,248,257
2. Estimated taxes with proposed improvements *with* a 6b: \$1,549,926
3. Estimated taxes with proposed improvements *without* a 6b: \$3,444,279

The applicant projects that with the 6b and improvements \$301,669 of additional property tax revenue will be generated, compared with no 6b and the building remaining vacant.

City Council Action: The Council may choose to approve Resolution R-66-23, supporting and consenting to a Class 6b classification at 55 Howard Ave. for GKI Industrial Chicago, LLC.

Attachments

Attachment 1: Support to Class 6b Property Tax Incentive Application

Resolution

R-66-23

Exhibits

Exhibit A: Legal Description of Subject Property



33 NORTH LASALLE STREET, 28TH FLOOR CHICAGO, ILLINOIS 60602
BRIAN P. LISTON (312) 580-1594 PETER TSANTILIS (312) 604-3808 FACSIMILE (312) 580-1592

February 27, 2023

VIA MAIL & EMAIL

John Carlisle
Economic Development Manager
City of Des Plaines 1420 Miner Street
Des Plaines, IL 60016

RE: Class 6b Application
GKI Industrial Chicago, LLC
55 E. Howard Avenue
Des Plaines, IL 60018
PINs: 09-30-300-038-0000

Dear John,

GKI Industrial Chicago, LLC, or its assignee (the "Applicant") is the owner of the above-referenced property (the "Subject Property") and is requesting support for a 6b tax incentive from the City of Des Plaines.

Class 6b Tax Incentive Basis:

Reoccupation of Abandoned Property with Greater than 12 Continuous Months Vacancy, No Purchase for Value, Special Circumstances and Substantial Rehabilitation.

Current Site Characteristics

The Subject Property currently consists of a vacant 79,617 industrial facility sited on 149,374 square feet of land. The property was originally built in 1971 and later renovated in 2005. Groot Waste Management Services vacated the Subject Property in October 2021, leaving the property 100% unused. The site is zoned M-2 General Manufacturing and allows for a number of industrial uses. The warehouse area measures approximately 66,456 square feet, with the office area making up the remaining ~13,161 square feet. The site includes immediate access to O'Hare North Cargo & Service Entrances, convenient access to I-90, I-294 and Route 83.

The property features approximately 87 standard parking spaces, six (6) interior docks and one (1) drive-in-door. The building is primarily masonry/brick which is starting to show its age. The facility is fully sprinklered, features a clear height of 20' and approximately 600 Amps of power. Since Groot vacated the space, the Applicant has invested over \$600,000 in improvements necessary attract and sign a tenant to the property, with plans for an additional \$400,000+ in build out and beautification. Without the 6b tax incentive the Applicant will not be able to finalize its lease with Asendia USA, Inc nor complete the improvements necessary to complete the renovation.

Identification of Persons Having an Interest in the Property

Applicant: GKI Industrial Chicago, LLC

IVC Industrial Acquisition Fund One, LLC – 100% Member/Manager
280 Park Avenue, Floor 36
New York, NY 10017

Proposed Occupant, Employment & Growth

The Applicant currently has a signed lease with Asendia USA, Inc. (the “Occupant” or “Asendia”) to occupy then entire building, contingent on receiving class 6b incentive approval. Asendia (global) launched in 2012 by La Poste and Swiss Post, and with operations across the world. Originating in 1986 as Brokers Worldwide, Asendia USA was well-established in the industry when Asendia was formed in 2012. In 2018, Asendia acquired Globe logistics, Inc. further strengthening its presence in North America and offering customers nationwide access to the company’s solutions.

Asendia USA is an international and domestic parcel/mail company specializing in the preparation and distribution of parcels, direct mail, business mail, marketing mail, and publications worldwide. Asendia provides warehousing, fulfillment, and worldwide delivery for several top US-based internet retailers and businesses and are an integrated/preferred carrier for Amazon and eBay. Along with shipping, Asendia also offers custom e-commerce solutions, including fully-landed cost options, comprehensive global shipping and returns management, multicurrency transactions without the risk of fraud, detailed reporting, etc. Major industries served by Asendia include, travel & tourism, apparel, marketing agencies, publishers, food, start-ups and more.

Asendia utilizes a specialized parcel shipping service known as e-PAQ. With e-PAQ, Asendia is able to provide shoppers a choice of trusted delivery options at checkout, boosting conversions and customer satisfaction. Current options include e-PAQ Standard, e-PAQ Plus, e-PAQ Select and e-PAQ Elite, giving clients a number of different options as to speed, tracking, etc.. As of 2022, Asendia is 100% carbon neutral, offsetting all emissions caused by its international transport worldwide, including those by its partners. Additionally, the company also offsets emissions from its parcel returns, buildings, machinery and business travel.

Asendia currently delivers catalogs and parcels, both domestically and internationally, for e-tailers based all over the US via five (5) strategically-located major gateway processing centers, including Philadelphia, New York, Miami, Chicago, and Los Angeles. In addition to its nationwide processing facilities, Asendia has remote sales offices throughout the United States, making access to its dedicated Account Management Team convenient for all customers, regardless of location. Asendia’s current Chicago facility is currently located in Elk Grove, but the company plans to transfer operations to Des Plaines should the 6b be granted. Asendia plans on initially hiring/transferring approximately **60 full time** employees, with plans to add around **20 additional employees** based on growth.

Subject Property Improvements

Since Groot vacated in October 2021, the Applicant has spent upwards of \$600,000 in upgrades, renovations, and repairs. The interior of the property was formerly built out exclusively for Groot’s use, so the Applicant had to demolish the current office layout and renovate the space for use by a new tenant. The Applicant has also replaced dock doors, numerous equipment, as well as a full

THE LAW OFFICES OF
LISTON & TSANTILIS

parking lot replacement. The Applicant still in the progress of receiving estimates but expects to spend upwards of \$400,000 on additional renovations for Asendia. As part of the proposed improvements, the Applicant plans on spending around \$300,000 on additional TI, over \$100,000 on façade upgrades, approximately \$20,000 on paint and decorating, and more (see below and enclosed bids)

55 Howard Avenue Spending	79,617	Square Feet
----------------------------------	---------------	--------------------

Paid to Date		Project	Contractor
\$20,462	\$0.26	Office demo/Renno	Bee Line Construction LLC
\$49,994	\$0.63	Office demo/Renno	Bee Line Construction LLC
\$160,058	\$2.01	Office demo/Renno	Bee Line Construction LLC
\$21,794	\$0.27	Office demo/Renno	Bee Line Construction LLC
\$77,319	\$0.97	Office demo/Renno	Bee Line Construction LLC
\$97,900	\$1.23	Office demo/Renno	Bee Line Construction LLC
\$103,098.00	\$1.29	Dock Equipment/Door replacement	Dock & Door National LLC
\$131,854.00	\$1.66	Parking lot Replacement	Briggs Paving
\$662,479.00	\$8.32	Total	

Proposed Exterior Work		Project	Contractor
\$161,950.00	\$2.03	Exterior Façade upgrade	Bee Line Construction LLC
\$9,870	\$0.12	Exterior Walkway concrete replacement	Briggs Paving
\$5,000	\$0.06	Allowance for landscape upgrades/replacements	Bee Line Construction LLC
\$176,820.00	\$2.22	Total	

Proposed Tenant Improvements		Project	Contractor
\$352,000	\$4.42	Tenant Interior Remodel	Bee Line Construction LLC
\$352,000	\$4.42	Total	

Grand Total	
\$1,191,299.00	\$14.96

Real Estate Taxes & Additional Economic Analysis

After the completion of the improvements and subsequent reoccupation, the Applicant expects the property to have a stabilized market value of around \$3,735,016, which would generate approximately \$1,549,926 in taxes over the life of the incentive (or approx. **\$114,809** per year). Without the incentive, the Applicant will be unable to fund the improvements necessary for a new tenant. Assuming the property receives vacancy relief, it would generate only \$1,248,257 in taxes over the life of the incentive (or approx. **\$104,021 per year**). Therefore, should the Class 6b be approved, the subject property would generate an approximately **\$301,669** in additional real estate taxes over the life of the Class 6b Tax Incentive. Please see the attached “12 Year Tax Comparison Chart.”

In addition to increased property tax revenues, the Asendia’s employees and visitors will significantly benefit the local community. Each of the occupant’s employees will frequent City restaurants, gas stations, stores and more. The Applicant also expects the Asendia will attract new business and clients who will also frequent nearby establishments. According to the attached employee

economic impact chart, a projected 60 full time employees are estimated to spend approximately **\$254,250** per year in the City on gas, entertainment, groceries, etc. Including the increased property tax revenue, the project will generate over total of **\$1,000,000** in additional revenue over the life of the incentive.

New Employee Business Impact Chart					
Purchase	Emp.	%	Exp./Week	Weeks	Total
Lunch	60	55%	\$55	50	\$90,750
Grocery	60	30%	\$50	50	\$45,000
Consumer Goods	60	25%	\$35	50	\$26,250
Entertainment	60	15%	\$55	50	\$24,750
Auto-Gas	60	75%	\$30	50	\$67,500
TOTAL (Per Year)					\$254,250

But-For Test & Conclusion

Without the assistance from the 6b incentive, the Applicant will be unable to finalize Asendia’s lease leaving the property vacant and unused. Based on the foregoing, the Applicant requests that the City of Des Plaines review its Class 6b Tax Incentive request and approve a Resolution supporting and consenting to a Class 6b Tax Incentive for the Subject Property based on Reoccupation of Abandoned Property for Greater than 12 Continuous Months Vacancy with No Purchase for Value, Special Circumstances and Substantial Rehabilitation. Should you need any additional documentation or have any questions or concerns, do not hesitate to contact me at (312) 604-3898 or via email at mrogers@ltlawchicago.com.

Respectfully Submitted,



Mark Rogers

12 Year Tax Estimates
 55 Howard Avenue
 Des Plaines, IL 60018
 PIN: 09-30-300-038-0000

Estimated Taxes Based on:
Estimated Market Value Based on the Current Market Value +Approx. \$1,000,000 in Improvements and a 6b
Compared to
Estimated Market Value Based on the Current Market Value with Full Vacancy and no 6b
Compared to
Current Market Value, Approx. \$1,000,000 in Improvements and no 6b

Tax Year	2021 Tax Rate	2021 Multiplier	Estimated Effective Tax Rate*	Estimated Market Value based on the Current Market Value + Approx. \$1,000,000 in Improvements and a 6b				Estimated Market Value Based on the Current Market Value with Full Vacancy Relief and no 6b				Current Market Value, Approx. \$1,000,00 in Improvements and no 6b											
				Estimated Market Value	Assessment Level with a Class 6b**	Estimated Assessed Value With a Class 6b	Estimated Tax With a Class 6b	Estimated Market Value	Assessment Level With NO Class 6b	Estimated Assessed Value Without a Class 6b	Estimated Taxes Without a Class 6b	Current Market Value	Assessment Level With NO Class 6b	Current Assessed Value Without a Class 6b	Current Taxes Without a Class 6b								
2023	10.237%	3.0027	30.739%	\$3,735,016	10%	\$373,502	\$114,809	\$1,353,624	25%	\$338,406	\$104,021	\$3,735,016	25%	\$933,754	\$287,023								
2024	10.237%	3.0027	30.739%	\$3,735,016	10%	\$373,502	\$114,809	\$1,353,624	25%	\$338,406	\$104,021	\$3,735,016	25%	\$933,754	\$287,023								
2025	10.237%	3.0027	30.739%	\$3,735,016	10%	\$373,502	\$114,809	\$1,353,624	25%	\$338,406	\$104,021	\$3,735,016	25%	\$933,754	\$287,023								
2026	10.237%	3.0027	30.739%	\$3,735,016	10%	\$373,502	\$114,809	\$1,353,624	25%	\$338,406	\$104,021	\$3,735,016	25%	\$933,754	\$287,023								
2027	10.237%	3.0027	30.739%	\$3,735,016	10%	\$373,502	\$114,809	\$1,353,624	25%	\$338,406	\$104,021	\$3,735,016	25%	\$933,754	\$287,023								
2028	10.237%	3.0027	30.739%	\$3,735,016	10%	\$373,502	\$114,809	\$1,353,624	25%	\$338,406	\$104,021	\$3,735,016	25%	\$933,754	\$287,023								
2029	10.237%	3.0027	30.739%	\$3,735,016	10%	\$373,502	\$114,809	\$1,353,624	25%	\$338,406	\$104,021	\$3,735,016	25%	\$933,754	\$287,023								
2030	10.237%	3.0027	30.739%	\$3,735,016	10%	\$373,502	\$114,809	\$1,353,624	25%	\$338,406	\$104,021	\$3,735,016	25%	\$933,754	\$287,023								
2031	10.237%	3.0027	30.739%	\$3,735,016	10%	\$373,502	\$114,809	\$1,353,624	25%	\$338,406	\$104,021	\$3,735,016	25%	\$933,754	\$287,023								
2032	10.237%	3.0027	30.739%	\$3,735,016	10%	\$373,502	\$114,809	\$1,353,624	25%	\$338,406	\$104,021	\$3,735,016	25%	\$933,754	\$287,023								
2033	10.237%	3.0027	30.739%	\$3,735,016	15%	\$560,252	\$172,214	\$1,353,624	25%	\$338,406	\$104,021	\$3,735,016	25%	\$933,754	\$287,023								
2034	10.237%	3.0027	30.739%	\$3,735,016	20%	\$747,003	\$229,619	\$1,353,624	25%	\$338,406	\$104,021	\$3,735,016	25%	\$933,754	\$287,023								
Total Estimated Taxes (2023 to 2034)				\$1,549,926				Total Estimated Taxes (2023 to 2034)				\$1,248,257				Total Estimated Taxes (2023 to 2034)				\$3,444,279			

Property Tax Revenue Generated Over the Life of the Property's Class 6b Tax Incentive **\$301,669**

Additional Revenue Generated by 60 Full Time Employees - PER YEAR **\$254,250**

Notes:

* The 2021 Tax Rate (the 2021 tax rate x the 2021 multiplier) was used. It does not take into account any increases or decreases in the Effective Tax Rate between 2023 and 2034.

**The above is based on the assumption that the Class 6b Tax Incentive for the subject property will be granted in 2022 and activated in 2023

***A 20% Occupancy Factor was applied to the 2022 Current Building Assessed Value - please see below:
 2022 Land Market Value: \$1,008,276
 2022 Building Value with Full Vacancy: \$345,348 (\$1,726,740 *.2 (occupancy factor))
 2022 Market Value with Full Vacancy: **\$1,353,624**

The above estimates are speculative, and should be treated as such.

55 HOWARD AVE (back)

Assessment Information:

Address
55 HOWARD AVE

City
DES PLAINES

PIN
09-30-300-038-0000

Township
Maine Township

Neighborhood
130

Total Value
\$795,242.00

Building Value
\$543,173.00

Class
593

Estimated Building Sq Ft.
N/A

Land Square Footage
119,376

Construction Type
N/A

Age
52

[View More Data Layers](#)
[View District Details](#)
[Compare this property to others](#)

Select surrounding parcels within: mi

[Launch Oblique Aerial Tool](#)
[Launch Assessor Website](#)
[Launch Property Portal](#)
[Launch Historical Photo](#)

measure select parcels print map layers

Basemap
County Map
Aerial Photo

09-30-300-017
09-30-300-018
09-30-300-019
09-30-300-029
09-30-300-022
09-30-300-021
09-30-300-057
09-30-300-058
09-30-300-063
CLEARWATER DR

Cook County GIS Department | Cook County GIS Dep
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The best source for your PIN is your deed or tax bill, or other documents from the purchase of your home. Matches from this site are not guaranteed.







NICHHA FIBER CEMENT PANELS -
COLOR: WOOD

NEW METAL OVERHANG

NEW STOREFRONT AND WINDOWS

NEW LED LIGHT FIXTURES

NICHHA FIBER CEMENT PANELS -
COLOR: CONCRETE

1 TITLE DESCRIPTION

PARCEL 1:
LOT 1 IN J. L. WILLIAMS HOWARD STREET SUBDIVISION, A SUBDIVISION IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 20, 1969 IN BOOK 795, PAGE 19 AS DOCUMENT 20878373, IN COOK COUNTY, ILLINOIS.

PARCEL 2:
PERPETUAL EASEMENT FOR THE BENEFIT OF PARCEL 1 AND OTHER PROPERTY NOT NOW IN QUESTION AS RESERVED IN THE WARRANTY DEED FROM CHARLES N. MILLER AND ANNA M. MILLER, HIS WIFE, TO CHICAGO DISTRICT PIPELINE COMPANY, A CORPORATION OF ILLINOIS, DATED APRIL 25, 1957 AND RECORDED APRIL 26, 1957 AS DOCUMENT 16888282 AND RERECORDED AUGUST 7, 1957 AS DOCUMENT 16978886, FOR INGRESS AND EGRESS, UTILITY PURPOSES AND CULTIVATION AND LAWN PURPOSES, BEING THAT PART OF THE SOUTH 40 FEET OF THE NORTH 80 FEET OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES WESTERLY OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY AND EASTERLY OF THE WEST LINE OF PARCEL 1 EXTENDED NORTHERLY TO THE NORTH LINE OF SAID QUARTER SECTION, ALL IN COOK COUNTY, ILLINOIS.

The property described above is the same property that is described in Schedule A of First American Title Insurance Company, Order No. 1002-192810-RTI, having an effective date of November 10, 2016 and a title revision date of November 23, 2016.

2 TITLE INFORMATION

THE TITLE DESCRIPTION AND THE SCHEDULE B ITEMS HEREON ARE FROM A TITLE REPORT PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, ORDER NO.: 1002-192810-RTI, EFFECTIVE DATE 11/10/2016, AND A TITLE REVISION DATE 11/23/2016.

11 SURVEYOR'S NOTES

- This survey is based on information shown on a title report prepared by First American Title Insurance Company, Order No. 1002-192810-RTI, effective date November 10, 2016, with a title revision date November 23, 2016 and all Schedule B exceptions in said title report have been addressed. The surveyor did not abstract this property and has relied on said title report for all matters of record.
- Subject tract has indirect driveway access to Howard Avenue, a public right-of-way, via easement parcel.
- There is no observable evidence of earth moving work, or building construction.
- No observable evidence of any changes in street right-of-ways or recent street or sidewalk construction or repair.
- No observable evidence of site use as a solid waste dump, sump or sanitary landfill.
- All statements within the certification, and other references located elsewhere hereon, related to utilities, improvements, structures, buildings, party walls, easements, servitudes, foundations and encroachments are based solely on above ground, visible evidence, unless another source of information is specifically referenced hereon.
- All rebar set are 3/4" X 5/8" rebar with a yellow plastic cap marked "D BERNARD 035-003587".
- This survey does not provide a determination or opinion concerning the location or existence of wetlands, faultlines, toxic or hazardous waste areas, subsidence, subsurface and environmental conditions or geological issues. No statement is made concerning the suitability of the subject tract for any intended use, purpose or development.
- The point of height measurement is identified on the survey and was taken from the nearest adjacent grade at said point. This point represents the height of the structure as observed from ground level.
- The dimensions and area of the building shown are based on the building's exterior footprint at ground level.
- The surveyor did not observe any equipment or action associated with the process of drilling for oil, gas or any other hydrocarbons on this survey.
- No underground utilities have been located and/or shown on this survey. Only visible and apparent above ground utility appurtenances are shown.
- All Reciprocal Easement Agreements ("REAs") that have been reported by the title report provided have been denoted on the survey and are shown hereon. The limits of any offsite appurtenant easements that have been reported by the title report provided have been denoted on the survey and are shown hereon.
- Unless shown otherwise the surveyed boundary shown hereon are contiguous with adjoining properties and/or rights of way without any gaps, gores or overlaps.
- There are no visible discrepancies, conflicts, shortages in area or boundary line disputes.
- According to the U.S. Fish & Wildlife Service - National Wetlands Inventory website, the subject property does not fall in any designated wetlands.

8 ZONING INFORMATION

ACCORDING TO JOHANNA BIE, SENIOR PLANNER, WITH THE CITY OF DES PLAINES, ILLINOIS (PHONE: 847-391-5392), THE SUBJECT PROPERTY IS ZONED AS FOLLOWS WITH THE CORRESPONDING STANDARDS:

ZONE "M-2" (GENERAL MANUFACTURING DISTRICT)
MIN. FRONT SETBACK = ADJACENT MANUFACTURING-50', MAJOR THOROUGHFARE-65'
MIN. SIDE SETBACK = ADJACENT MANUFACTURING-25', ADJACENT OTHER-50'
MIN. REAR SETBACK = ADJACENT MANUFACTURING-25', ADJACENT OTHER-50'
MAX. HEIGHT = 40'
FLOOR SPACE AREA RATIO = NO REQUIREMENT NOTED
MIN. LOT AREA = NONE
MIN. LOT DEPTH = NONE
MIN. LOT WIDTH = NONE
MAX. LOT COVERAGE = 70%

PARKING FORMULA =
INDUSTRIAL & MANUFACTURING USES & WAREHOUSING & WHOLESALE: 1.0 SPACE PER 1000 SQ. FT. OF GROSS FLOOR AREA
REQUIRED SPACES: 80 SPACES (BASED ON 79,627 SQ.FT.)
EXISTING SPACES: 91 SPACES

ALL SETBACK LINES PER THE ABOVE ZONING STANDARDS GRAPHICALLY DEPICTED HEREON ARE ORIENTED WITH THE ASSUMPTION THAT THE FRONT OF THE PROPERTY FACES THE ROAD THAT CORRESPONDS WITH THE SUBJECT PROPERTY STREET ADDRESS. ALL ZONING INFORMATION SHOULD BE VERIFIED WITH THE CITY OF DES PLAINES BEFORE USE.

ZONING INFORMATION PROVIDED BY
BOOK & CLARK ZONING
3000 S. BERRY RD., STE. 150
NORMAN, OK 73072
PH: 800-787-8390
JOB NO.: 7201601469-034
DATE: NOVEMBER 23, 2016



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12 PARKING INFORMATION

91 STANDARD PARKING SPACES
0 HANDICAP PARKING SPACES
91 TOTAL PARKING SPACES

13 LAND AREA

PARCEL 1:
3.433 ACRES
149,650 SQUARE FEET

PARCEL 2:
0.539 ACRES
23,482 SQUARE FEET

TOTAL:
3.972 ACRES
173,032 SQUARE FEET

14 BUILDING AREA

79,627 SQUARE FEET
(SEE NOTE 10)

15 BUILDING HEIGHT

23.7 FEET ±
14.2 FEET ±
(SEE NOTE 9)

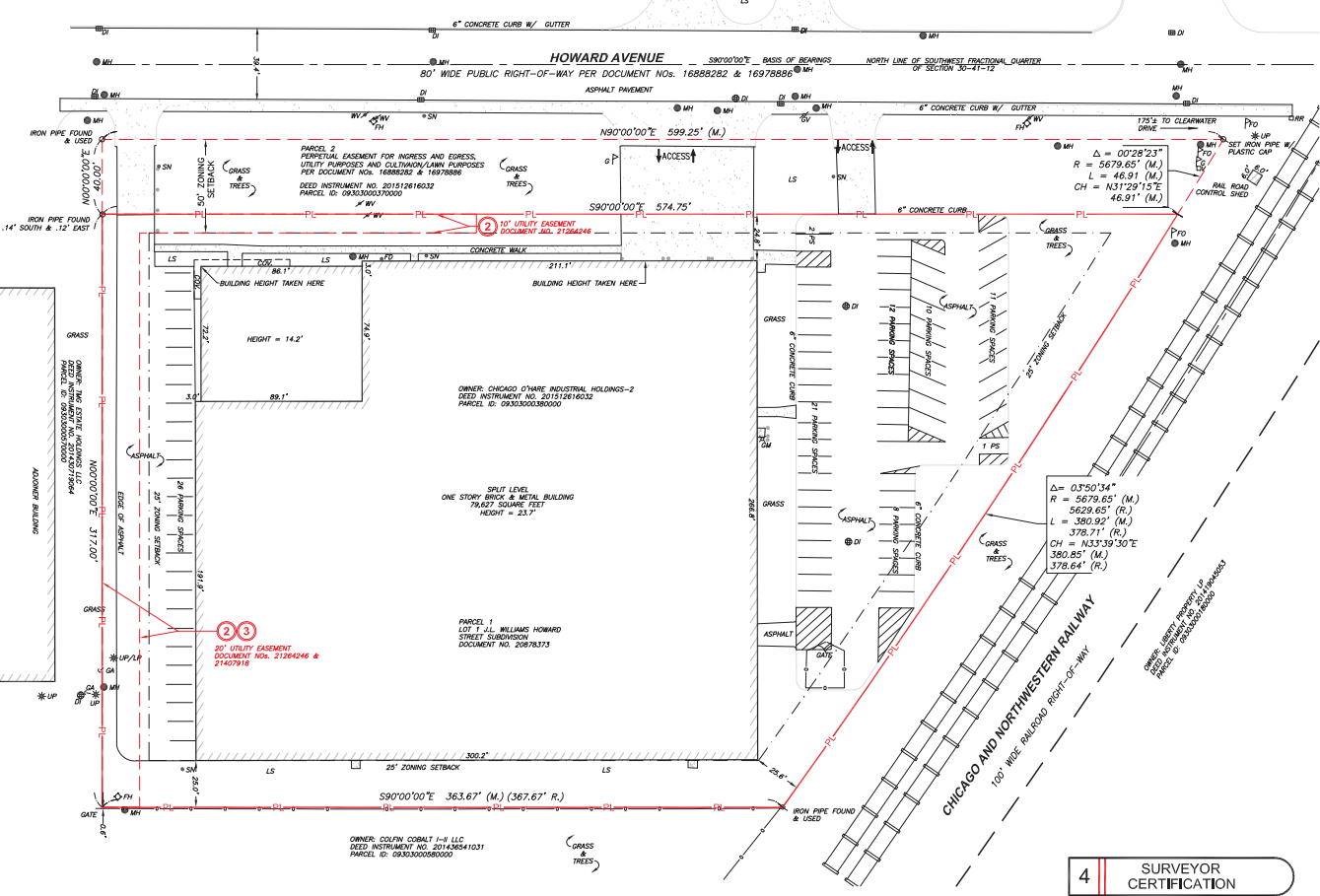
5 FLOOD INFORMATION

By scaling and graphic plotting only, the subject property lies within Zone "X" of the Flood Insurance Rate Map for Cook County, Illinois, Community-Panel or Map Number 17031C02181, bearing an effective date of August 19, 2008. No field survey was performed to determine this zone and an Elevation Certificate may be needed to verify this determination or apply for a variance from the Federal Emergency Management Agency. Relevant zones are defined on said map as follows:
ZONE "X" = Areas determined to be outside the 0.2% annual chance floodplain.

10 BASIS OF BEARINGS

THE BEARING OF S00°00'00"E, BEING THE CENTERLINE OF HOWARD AVENUE, ALSO BEING THE NORTH LINE OF SOUTHWEST FRACTIONAL QUARTER OF SECTION 30-41-12, AS SHOWN ON THE PLAT OF J.L. WILLIAMS HOWARD STREET SUBDIVISION, RECORDED IN BOOK 795, PAGE 19 AS DOCUMENT 20878373, IN COOK COUNTY, ILLINOIS, IS THE BASIS OF BEARINGS FOR THIS SURVEY.

19 SURVEY DRAWING



4 SURVEYOR CERTIFICATION

I, Chicago O'Hare Industrial Holdings-2, LLC, a Delaware limited liability company, Colony Realty Partners, LLC, their affiliates, successors and/or assigns, DB CI II LLC, Deutsche Bank AG, New York Branch, its successors and/or assigns; Republic Title of Texas, Inc., First American Title Insurance Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 10(a), 13, 14, 16, 17, 18, 19, and 20 of Table A thereof. The fieldwork was completed on 07/09/2016

Date of Plat or Map: 07/25/2016

Daryn Bernard, PLS
Illinois Professional Land Surveyor 035-003587
Expires November 30, 2018
Illinois License No. 184.006196

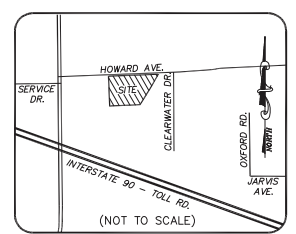


KEY TO ALTA-SURVEY

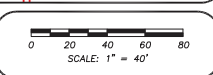
1	TITLE DESCRIPTION
2	TITLE INFORMATION
3	SCHEDULE "B" ITEMS
4	SURVEYOR CERTIFICATION
5	FLOOD INFORMATION
6	CEMETERY
7	POSSIBLE ENCROACHMENTS
8	ZONING INFORMATION
9	LEGEND
10	BASIS OF BEARINGS
11	SURVEYOR'S NOTES
12	PARKING INFORMATION
13	LAND AREA
14	BUILDING AREA
15	BUILDING HEIGHT
16	VICINITY MAP
17	NORTH ARROW / SCALE
18	CLIENT INFORMATION BOX
19	SURVEY DRAWING
20	PROJECT ADDRESS

Sheet 1 of 1

16 VICINITY MAP



17 NORTH ARROW / SCALE



3 SCHEDULE "B" ITEMS

- NOTES CORRESPONDING TO SCHEDULE "B" SECTION TWO EXCEPTIONS:**
- General real estate taxes for the year(s) 2016 and subsequent years. The first installment of the 2015 taxes in the amount of \$31,151.70 is paid. The final installment of the 2015 taxes in the amount of \$26,707.66 is paid. The 2016 taxes are not yet ascertainable or payable. Permanent Index Number: 09-30-300-038-0000 Vol. 035 If applicable, an original tax bill must be presented if taxes are to be paid at time of closing. (NON-SURVEY RELATED ITEM, NOT SHOWN)
 - Easement recorded September 15, 1970 as document 21264246 in favor of the City of Des Plaines to install, construct and reconstruct, operate, maintain and repair underground water, storm and sanitary sewer lines and related underground facilities with the right from time to time to enter upon the adjoining portion of Lot 1 as may be reasonably required upon and under the West 20 feet and the West 200 feet of the North 10 feet of the land. (AFFECTS, PLOTTED AS SHOWN)
 - Easement recorded March 1, 1971 as document 21407918 in favor of Northern Illinois Gas Company, for the purpose of serving the land and other property with gas service together with right of access to said equipment in, upon, under, over and along the West 20 feet of the land. (AFFECTS, PLOTTED AS SHOWN)
 - Terms, conditions and provisions of the document creating the easement described in Schedule A, together with the rights of the adjoining owners in and to the concurrent use of said easement. (NON-SURVEY RELATED ITEM, EASEMENT IS SHOWN AS PARCEL 2)
 - This item has been intentionally deleted.
 - Rights of tenants, as tenants only, under unrecorded lease agreements identified on the attached rent roll, with no rights of first refusal or options to purchase the property. (NON-SURVEY RELATED ITEM, NOT SHOWN)

18 ALTA/NSPS Land Title Survey

This survey was made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys. (Effective February 23, 2016)

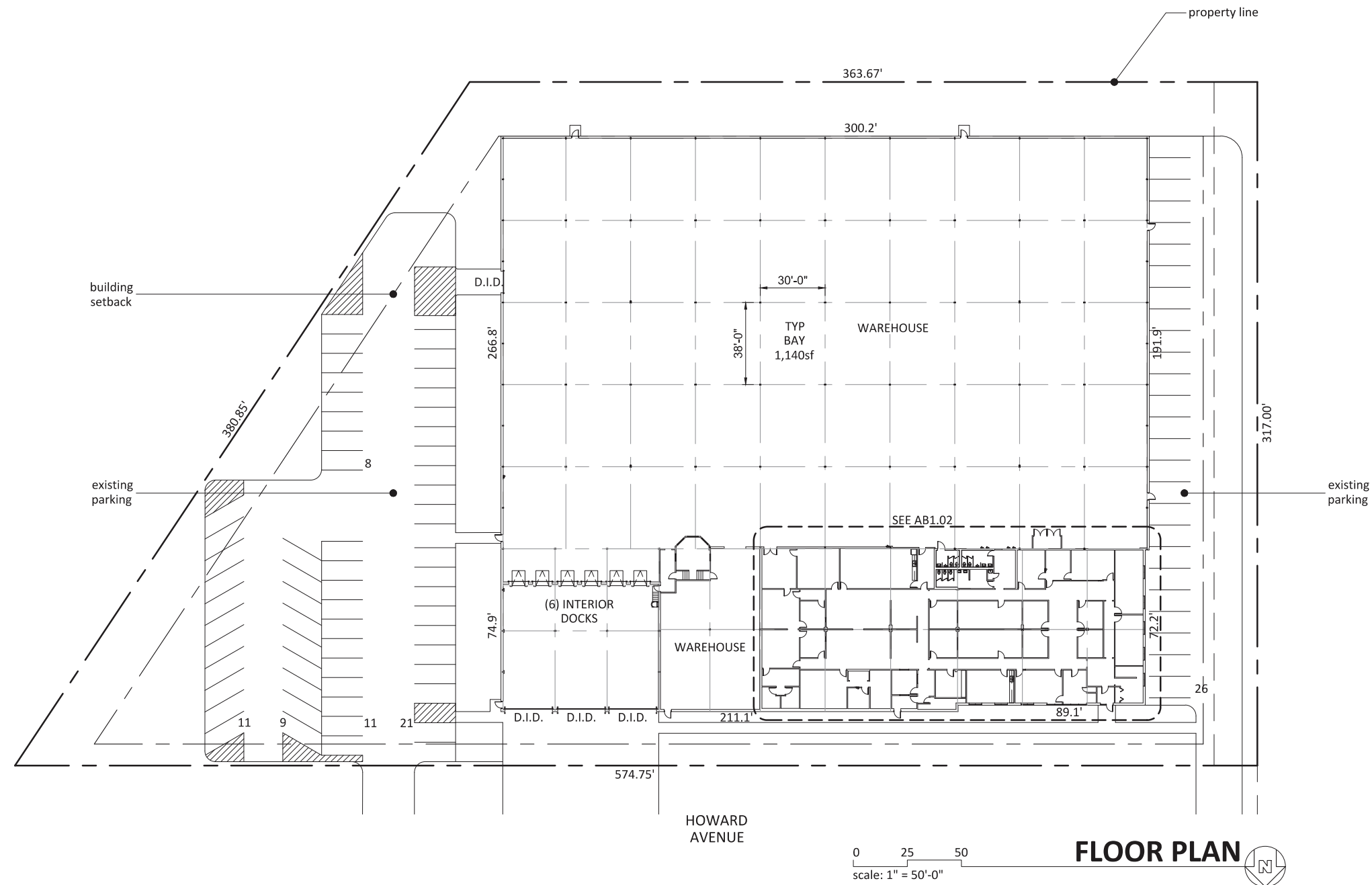
This Work Coordinated By:
CDS
COMMERCIAL
DUE DILIGENCE SERVICES
3550 W. Robinson Street, Third Floor
Norman, Oklahoma 73072
Main Office Phone No. 405-253-2444
Toll Free: 888.457.7878

Drawn By: JMB	Date: 12-15-2016
Surveyor: Rel. No: 16-07-0035	Revision: Title & Zoning
Approved By: DMB	Date: 12-22-2016
Field Date: 07-09-16	Revision: Comments
Scale: 1" = 40'	Date:
	Revision:

Prepared For:

20 PROJECT ADDRESS
55 East Howard Avenue
Des Plaines, Illinois 60018

Project Name:
Colony Industrial Portfolio
CDS Project Number:
16-06-0228-036



SHEET INDEX

SITE PLAN	AB1.01
OFFICE PLAN	AB1.02

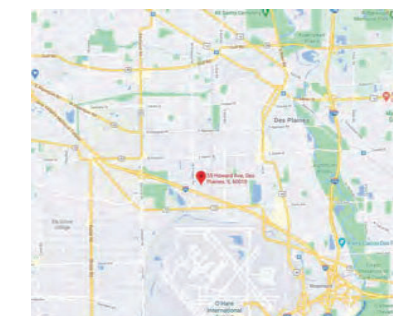
PARKING INFO (SPACES)

standard	87
accessible	N/A
total	87

interior docks	6
drive-in-doors	4

BUILDING AREAS (±SF)

1 story office/warehouse	
office	13,161
warehouse	66,456
total	79,617



LEGEND

EXISTING WALL	====
---------------	------

As Built Building Plan

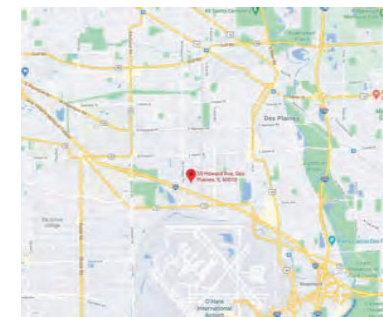
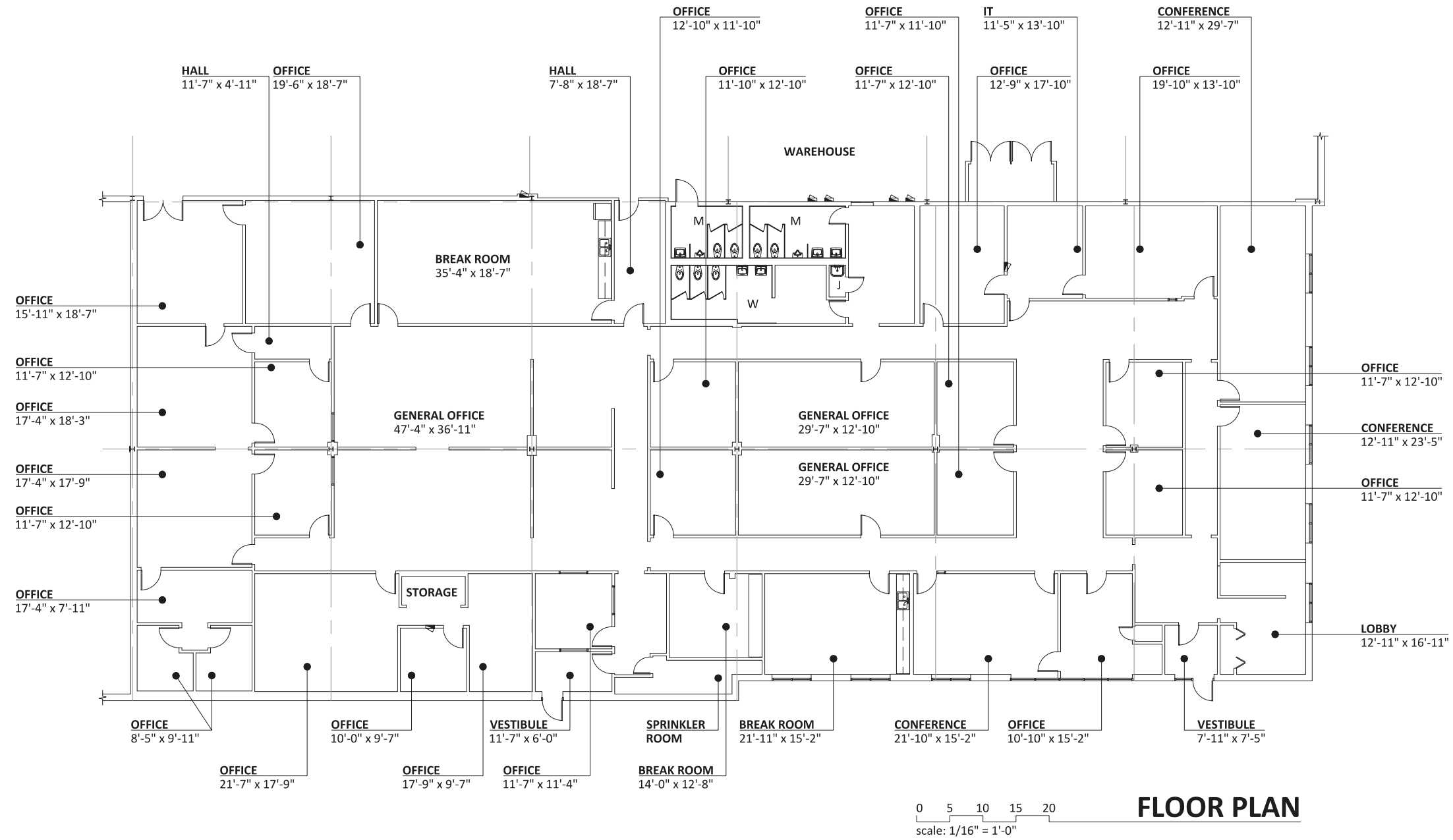
55 Howard Ave. Des Plaines, IL 60018

THIS(S) PLAN(S) IS(ARE) SCHEMATIC/NOT FOR CONSTRUCTION AND HAS BEEN PREPARED BASED ON PRELIMINARY SCOPE OF WORK PROVIDED BY OTHERS. EXTENT OF FIELD VERIFICATION AND/OR CODE ANALYSIS HAS BEEN PERFORMED PURSUANT TO EXTENT OF SERVICES RETAINED BY CLIENT. FLOOR AREAS AND DIMENSIONS ARE ROUNDED TO 1/8". NO EXPRESS REPRESENTATION IS MADE NOR IS ANY TO BE IMPLIED AS TO THE ACCURACY THEREOF, AND THE PLAN SUBMITTED IS SUBJECT TO ALL GOVERNING REGULATORY CODES. THESE DRAWINGS ARE PROTECTED UNDER SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C. DRAWING COPYRIGHT © 2021 DESIGNHAUS, INC.

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860 lively boulevard elk grove village, illinois 60007
p: 847.593.5010 f: 847.593.5012 www.dhausarch.com

AB1.01
03.25.21 | 21.054



LEGEND
 EXISTING WALL

As Built Building Plan

55 Howard Ave. Des Plaines, IL 60018

THIS(S) PLAN(S) IS(ARE) SCHEMATIC/NOT FOR CONSTRUCTION AND HAS BEEN PREPARED BASED ON PRELIMINARY SCOPE OF WORK PROVIDED BY OTHERS. EXTENT OF FIELD VERIFICATION AND/OR CODE ANALYSIS HAS BEEN PERFORMED PURSUANT TO EXTENT OF SERVICES RETAINED BY CLIENT. FLOOR AREAS AND DIMENSIONS ARE ROUNDED TO 1/8". NO EXPRESS REPRESENTATION IS MADE NOR IS ANY TO BE IMPLIED AS TO THE ACCURACY THEREOF, AND THE PLAN SUBMITTED IS SUBJECT TO ALL GOVERNING REGULATORY CODES. THESE DRAWINGS ARE PROTECTED UNDER SECTION 102 OF THE COPYRIGHT ACT, 17 U.S.C. DRAWING COPYRIGHT © 2021 DESIGNHAUS, INC.

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AB1.02
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CITY OF DES PLAINES APPLICATION FOR
COOK COUNTY REAL ESTATE CLASSIFICATION 6B, 7A, AND 7B

This original, signed application and all supporting documents must be completed to be considered for City approval. Please attach the application fee to the original submittal. Please type or print.

APPLICANT INFORMATION:

NAME OF APPLICANT: GKI Industrial Chicago, LLC

APPLICABLE ENTITY:

Corporation LLC Partnership Non-Profit

DATE OF INCORPORATION: 9/21/21

STATE OF INCORPORATION: Delaware

PHONE: (847) 306-6824 E-MAIL: amoore@brennanllc.com

ADDRESS: 10275 W Higgins Rd #810,
Rosemont IL 60018

NAME OF AGENT/REPRESENTATIVE (if applicable):

NAME: Amanda Moore

PHONE: (847) 306-6824 E-MAIL: amoore@brennanllc.com

ADDRESS: 10275 W Higgins Rd #810,
Rosemont IL 60018

REQUESTED PROPERTY TAX INCENTIVE: 6B 7A 7B

DESCRIPTION OF SUBJECT PROPERTY:

See enclosed.

STREET ADDRESS: 55 E. Howard Avenue
Des Plaines, IL 60018

PERMANENT REAL ESTATE INDEX NUMBER(S): 09-30-300-038-0000

ATTACH THE FOLLOWING:

- EXHIBIT A: COVER LETTER
- EXHIBIT B: LEGAL DESCRIPTION
- EXHIBIT C: SITE DIMENSION & SQUARE FOOTAGE/PLAT OF SURVEY
- EXHIBIT D: BUILDING DIMENSIONS/SITE PLAN
- EXHIBIT E: CITY OF DES PLAINES ECONOMIC DISCLOSURE FORM
- EXHIBIT F: COMPLETE LIST OF ALL OWNERS, DEVELOPERS, OCCUPANTS, AND OTHER INTERESTED PARTIES (INCLUDING ALL BENEFICIAL OWNER OF A CORPORATION AND/OR LAND TRUST) IDENTIFIED BY NAMES AND ADDRESSES HAVING AN INTEREST IN THE SUBJECT PROPERTY AND THE PROPOSED USER AND THE NATURE AND EXTENT OF THIS INTEREST
- EXHIBIT G: DESCRIPTION OF PRECISE NATURE AND EXTENT OF THE INDUSTRIAL USE OF THE SUBJECT PROPERTY. SPECIFY, WHERE APPLICABLE, THE AMOUNT/PERCENTAGE OF FLOOR AREA DEVOTED TO MANUFACTURING, WAREHOUSE/DISTRIBUTION, OTHER INDUSTRIAL, AND NON-INDUSTRIAL USES
- EXHIBIT H: ANALYSIS OF TAXES GENERATED BY THE NEW DEVELOPMENT WITH AND WITHOUT THE ABATEMENT INCENTIVE (12 YEAR PROJECTION)

CURRENT ZONING OF PROPERTY: M-2

IF ZONING AMENDMENTS, VARIATIONS, OR OTHER ZONING RELIEF WILL BE REQUIRED, SPECIFY PROPOSED CHANGES:

None

ESTIMATED AMOUNT OF NEW EQUALIZED ASSESSED VALUATION (EAV) GENERATED BY THE NEW DEVELOPMENT: Approx. \$1,121,513

ESTIMATED NUMBER OF FULL-TIME AND PART-TIME JOBS ON PREMISES AS RESULT OF THE NEW DEVELOPMENT:

FULL-TIME Approx. 60+ PART-TIME TBD

SIGNATURE: 

DATE: 2/8/2023



CLASS 6B
ELIGIBILITY APPLICATION

Carefully review the Class 6B Eligibility Bulletin before completing this Application. For assistance, please contact the Assessor's Office, Development Incentives Department (312) 603-7529. This application, *a filing fee of \$500.00*, and supporting documentation (*except drawings and surveys*) must be filed as follows:

This application must be filed **PRIOR TO** the commencement of New Construction or **PRIOR TO** the commencement of Substantial Rehabilitation Activities or **PRIOR TO** the commencement of Reoccupation of Abandoned Property.

Applicant Information

Name: GKI Industrial Chicago, LLC Telephone: (847) 306-6824
Company: Brennan Investment Group
Address: 10275 W. Higgins Road, #810
City: Rosemont State: IL Zip Code: 60018
Email: amoore@brennanllc.com

Contact Person (if different than the Applicant)

Name: Amanda Moore Telephone: (847) 306-6824
Company: Brennan Investment Group
Address: 10275 W. Higgins Road, #810
City: Rosemont State: IL Zip Code: 60018
Email: amoore@brennanllc.com

Property Description (per PIN)

If you are applying for more than three different PINs, please submit the additional PIN information in an attachment.

Street Address: (1) 55 E. Howard Avenue
Permanent Real Estate Index Number: 09-30-300-038-0000
(2) _____
Permanent Real Estate Index Number: _____
(3) _____
Permanent Real Estate Index Number: _____
City: Des Plaines State: IL Zip Code: 60018
Township: Maine Existing Class: 5-93

Attach legal description, site dimensions and square footage and building dimensions and square footage.

Identification of Person Having an Interest in the Property

Attach a complete list of all owners, developers, occupants and other interested parties (*including all beneficial owners of a land trust*) identified by names and addresses, and the nature and extent of their interest.

Industrial Use

Attach a detail description of the precise nature and extent of the intended use of the subject property, specifying in the case of the multiple uses the relative percentages of each use.

Include copies of materials, which explain the occupant’s business, including corporate letterhead, brochures, advertising material, leases, photographs, etc.

Nature of Development

Indicate nature of proposed development by checking the appropriate space:

- New Construction (**Read and Complete Section A**)
- Substantial Rehabilitation (**Read and Complete Section A**)
Incentive only applied to the market value attributable to the rehabilitation
- Occupation of Abandoned Property - No Special Circumstance
(Read and Complete Section B)
- Occupation of Abandoned Property - With Special Circumstance
(Read and Complete Section C)
- Occupation of Abandoned Property - (**TEERM Supplemental Application**)
(Read and Complete Section C)
- Occupation of Abandoned Property - (**CEERM Supplemental Application**)
(Read and Complete Section C)

SECTION A (NEW CONSTRUCTION/SUBSTANTIAL REHABILITATION)

If the proposed development consists of *New Construction* or *Substantial Rehabilitation*, provide the following information:

Estimated date of construction commencement (*excluding demolition, if any*): ASAP

Estimated date of construction completion: TBD

Attach copies of the following:

1. Specific description of the proposed *New Construction* or *Substantial Rehabilitation*
2. Current Plat of Survey for subject property
3. 1st floor plan or schematic drawings
4. Building permits, wrecking permits and occupancy permits (*including date of issuance*)
5. Complete description of the cost and extent of the *Substantial Rehabilitation* or *New Construction* (*including such items as contracts, itemized statements of all direct and indirect costs, contractor’s affidavits, etc*)

SECTION B (ABANDONED PROPERTY WITH NO SPECIAL CIRCUMSTANCE)

If the proposed development consists of the reoccupation of abandoned property, purchased for value, complete (1) and (2) below:

1. Was the subject property vacant and unused for at least 24 continuous months prior to the purchase for value?

YES NO

When and by whom was the subject property last occupied prior to the purchase for value?

Attach copies of the following documents:

- (a) Sworn statements from person having personal knowledge attesting to the fact and the duration of vacancy and abandonment
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of such vacancy

2. Application must be made to the Assessor prior to occupation:

Estimated date of reoccupation: _____
Date of Purchase: _____
Name of purchaser: _____
Name of seller: _____
Relationship of purchaser to seller: _____

Attach copies of the following documents:

- (a) Sale Contract
- (b) Closing Statement
- (c) Recorded Deed
- (d) Assignment of Beneficial Interest
- (e) Real Estate Transfer Declaration

SECTION C (SPECIAL CIRCUMSTANCES)

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was a **purchase for value**, but the period of *abandonment prior to purchase was less than 24 months*, complete section (1).

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was **no purchase for value**, but the period of **abandonment prior to the application 24 continuous months or greater**, complete section (2).

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was **no purchase for value**, but the period of **abandonment prior to the application was greater than 12 continuous months and less than 24 continuous month**, complete section (2) and the **TEERM Supplemental Application**.

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was **no purchase for value**, but the period of **abandonment prior to the application was greater than 3 continuous months and applicant will create or maintain at least 250 jobs for employees at the subject location**, complete section (2) and the **CEERM Supplemental Application**.

1. How long was the period of abandonment prior to the purchase for value? _____

When and by whom was the subject property last occupied prior to the purchase for value?

Attach copies of the following documents:

- (a) Sworn statements from persons having personal knowledge attesting to the fact and the duration of the vacancy and abandonment
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of vacancy
- (c) Include the finding of special circumstances supporting “abandonment” as determined by the municipality, or the County Board, if located in an unincorporated area. *Also include the ordinance or resolution from the Board of Commissioners of Cook County stating its approval for less than 24-month abandonment period.*

Application must be made to the Assessor prior to the commencement of reoccupation of the abandoned property.

Estimated date of Reoccupation: _____
 Date of purchase: _____
 Name of purchaser: _____
 Name of seller: _____
 Relationship of purchaser to seller: _____

Attach copies of the following documents:

- (a) Sale Contract
- (b) Closing Statement
- (c) Recorded Deed
- (d) Assignment of Beneficial Interest
- (e) Real Estate Transfer Declaration

2. How long has the subject property been unused?

- 24 or greater continuous months (*Eligible for Special Circumstance*)
- 12 continuous months but less than 24 continuous months (*Eligible for Special Circumstance under TEERM*) - **Complete TEERM Supplemental Application**
- 3 continuous months and maintain/create 250 employee jobs (*Eligible for Special Circumstance under CEERM*) - **Complete CEERM Supplemental Application**
- Not Eligible for Special Circumstance if No purchase and less than 12 continuous months vacant, or not a CEERM**

When and by whom was the subject property last occupied prior to the filing of this application?

The Subject Property was last occupied by Groot Waste Management Services in October 2021.

The property is currently 100% vacant and unused.

Attach copies of the following documents:

- (a) Sworn statements from persons having personal knowledge attesting to the fact and the duration of the vacancy and abandonment
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of vacancy
- (c) Include the finding of special circumstances supporting “abandonment” as determined by the municipality, or the County Board, if located in an unincorporated area. Also include the ordinance or resolution from the Board of Commissioners of Cook County stating its approval for lack of a purchase for value.

Application must be made to Assessor prior to the commencement of reoccupation of the abandoned property.

Estimated date of reoccupation: TBD - Likely Q2 2023

TEERM SUPPLEMENTAL APPLICATION

(This form will ONLY be utilized for applicants who specifically elect for TEERM)

This supplemental eligibility application is for properties that have been abandoned (due to special circumstances) for at least 12 continuous months and less than 24 continuous months with no purchase taking place.

*Under the TEERM Program, qualifying industrial real estate would be eligible for the Class 6B level of assessment from the date of substantial re-occupancy of the abandoned property. Properties receiving Class 6B will be assessed at 10% of market value for the first 10 years, 15% in the 11th year and 20% in the 12th year. **The terms of this program are Not Renewable.***

I Amanda Moore applicant/representative hereby specifically elect to submit this **Supplemental Application** for the **TEERM** program.

Further affiant sayeth not.


Agent's Signature

10275 W. Higgins Rd., #810, Rosemont, IL 60018
Agent's Mailing Address

GKI Industrial Chicago, LLC
Applicant's Name

amoore@brennanllc.com
Applicant's e-mail address

Amanda Moore - Senior Property Manager
Agent's Name & Title

(847) 306-6824
Agent's Telephone Number

10275 W. Higgins Rd., #810, Rosemont, IL 60018
Applicant's Mailing Address

Subscribed and sworn before me this 8 day of February, 20 23


Signature of Notary Public



EMPLOYMENT OPPORTUNITIES

How many construction jobs will be created or maintained as a result of this development? Approx. 25-50

How many new permanent full-time and part-time employees do you now employ in Cook County?

Full-time: N/A Part-time: N/A

How many new permanent part-time jobs will be created as a result of this proposed development?

TBD

How many new permanent full-time jobs will be created as a result of this proposed development?

60+

LOCAL APPROVAL

A certified copy of a resolution or ordinance from the municipality in which the real estate is located (*or the County Board, if the real estate is located in an unincorporated area*) should accompany this Application. *The ordinance or resolution must expressly state that the municipality supports and consents to this Class 6B Application and that it finds Class 6B necessary for development to occur on the subject property.* If a resolution is unavailable at the time the application is filed, a letter from the municipality or the County Board, as the case may be, stating that a resolution or ordinance supporting the incentive has been requested may be filed with this application instead. If the applicant is seeking to apply based on the reoccupation of abandoned property and will be seeking a finding of “special circumstances” from the municipality, in addition to obtaining a letter from the municipality confirming that a resolution or ordinance supporting the incentive has been requested, the applicant must file a letter from the County Board confirming that a resolution validating a municipal finding of special circumstances has been requested. If, at a later date, the municipality or the County Board denies the applicant’s request for a resolution or ordinance, the applicant will be deemed ineligible for the Class 6B incentive, whether or not construction has begun. In all circumstances, the resolution must be submitted by the time the applicant files an “Incentive Appeal”.

I, the undersigned, certify that I have read this Application and that the statements set forth in this Application and in the attachments hereto are true and correct, except as those matters stated to be on information and belief and as to such matters the undersigned certifies that he/she believes the same to be true.


Signature

2/8/2023
Date

Amanda Moore
Print Name

Senior Property Manager
Title

EDS AFFIDAVIT

I, Amanda Moore as agent for (the “Applicant”) does hereby certify that it would attest to the following facts as required by Sections 74-46 and 74-62 through 74-73 of the Cook County Code if called to testify:

1. That I am a duly authorized agent for the Applicant, GKI Industrial Chicago, LLC who is the owner of the property located at located at 55 E. Howard Avenue, Des Plaines, IL 60018 (PINs: 09-30-200-038-0000) (the “Subject Property”).

2. Applicant owns the following property in Cook County:

1855 Greenleaf Ave.
Elk Grove Village, IL 60007

1525 Chase Ave.
Elk Grove Village, IL 60007

701 Lunt Ave.
Elk Grove Village, IL 60007

3838 N. River Rd.
Schiller Park, IL 60176

2020-2050 Parkes Dr.
Broadview, IL 60155

1441 Business Center Dr.
Mount Prospect, IL 60056

1050 Business Center Dr.
Mount Prospect, IL 60056

1000 Business Center Dr.
Mount Prospect, IL 60056

520 Business Center Dr.
Mount Prospect, IL 60056

1500 Bishop Ct.
Mount Prospect, IL 60056

3. Applicant’s ownership is as follows:

IVC Industrial Acquisition Fund One, LLC – 100%
280 Park Avenue, Floor 36
New York, NY 10017

4. To my knowledge and after reviewing the Applicant's records, Applicant is not delinquent in the payment of any property taxes administered by Cook County or by a local municipality.

Further Affiant Sayeth Not



[Handwritten Signature]

Date: 2/08/23

Subscribed and sworn before me
This 8 day of February, 2023

Lisette G. Martinez Gonzalez

Signature of Notary Public



Corporation/LLC Search/Certificate of Good Standing

LLC File Detail Report

File Number	10638437
Entity Name	GKI INDUSTRIAL CHICAGO, LLC
Status	ACTIVE

Entity Information

Principal Office	280 PARK AVENUE, 36W NEW YORK, NY 100170000
Entity Type	LLC
Type of LLC	Foreign
Organization/Admission Date	Thursday, 23 September 2021
Jurisdiction	DE
Duration	PERPETUAL

Agent Information

Name	ILLINOIS CORPORATION SERVICE COMPANY
Address	801 ADLAI STEVENSON DRIVE SPRINGFIELD, IL 62703
Change Date	Thursday, 23 September 2021

Annual Report

For Year	2022
Filing Date	Friday, 19 August 2022

Managers

Name	GKI INDUSTRIAL MEZZCO 2, LLC
Address	280 PARK AVE., FL 36 NEW YORK, NY 100171285
Name	MYERS, H. HERBERT
Address	280 PARK AVE., FL 36 NEW YORK, NY 100171285

Series Name

NOT AUTHORIZED TO ESTABLISH SERIES

[Return to Search](#)

[Purchase Certificate of Good Standing](#)

(One Certificate per Transaction)

[File Annual Report](#)

[Adopting Assumed Name](#)

[Articles of Amendment Effecting A Name Change](#)

[Change of Registered Agent and/or Registered Office](#)

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213 State Capitol
Springfield, IL 62756
800 252 8980 (toll free in Illinois)
217-785-3000 (outside Illinois)
> [Contact Forms](#)

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "IVC INDUSTRIAL ACQUISITION FUND ONE, LLC", FILED IN THIS OFFICE ON THE TWENTY-FIRST DAY OF SEPTEMBER, A.D. 2021, AT 5:36 O`CLOCK P.M.



6252547 8100
SR# 20213306671

You may verify this certificate online at corp.delaware.gov/authver.shtml



Jeffrey W. Bullock, Secretary of State

Authentication: 204217740
Date: 09-22-21

CERTIFICATE OF FORMATION

OF

IVC INDUSTRIAL ACQUISITION FUND ONE, LLC

This Certificate of Formation of **IVC INDUSTRIAL ACQUISITION FUND ONE, LLC** (the "LLC"), dated as of **September 21, 2021**, is being duly executed and filed by **Michelle L. Kaler**, as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act (6 Del. C. § 18-101, *et seq.*).

FIRST. The name of the limited liability company formed hereby is

IVC INDUSTRIAL ACQUISITION FUND ONE, LLC

SECOND. The address of the registered office of the LLC in the State of Delaware is c/o Corporation Service Company, 251 Little Falls Drive, Wilmington, Delaware 19808.

THIRD. The name and address of the registered agent for service of process on the LLC in the State of Delaware is Corporation Service Company, 251 Little Falls Drive, Wilmington, Delaware 19808

FOURTH. The business address of the LLC is c/o Investcorp 280 Park Avenue, Floor 36, New York, New York 10017

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of the date first above written.

/s/Michelle L. Kaler

Name: **Michelle L. Kaler**
Authorized Person

LEGAL DESCRIPTION

PARCEL 1

LOT 1 IN J.L. WILLIAMS HOWARD STREET SUBDIVISION, A SUBDIVISION IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 20, 1969 IN BOOK 795, PAGE 19 AS DOCUMENT 20878373, IN COOK COUNTY, ILLINOIS

PARCEL 2

PERPETUAL EASEMENT FOR THE BENEFIT OF PARCEL 1 AND OTHER PROPERTY NOT NOW IN QUESTION AS RESERVED IN THE WARRANTY DEED FROM CHARLES N. MILLER AND ANNA M. MILLER, HIS WIFE, TO CHICAGO DISTRICT PIPELINE COMPANY, A CORPORATION OF ILLINOIS, DATED APRIL 25, 1957 AND RECORDED APRIL 26, 1957 AS DOCUMENT 16888282 AND RECORDED AUGUST 7, 1956 AS DOCUMENT 16978886, FOR INGRESS AND EGRESS, UTILITY PURPOSES AND CULTIVATION AND LAWN PURPOSES, BEING THAT PART OF THE SOUTH 40 FEET OF THE NORTH 80 FEET OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES WESTERLY OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY AND EASTERLY OF THE WEST LINE OF PARCEL 1 EXTENDED NORTHERLY TO THE NORTH LINE OF SAID QUARTER SECTION, ALL IN COOK COUNTY, ILLINOIS

Common Address: 55 East Howard Avenue, Des Plaines 60018

PIN: 09-30-300-038-0000

**CITY OF DES PLAINES
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT**

Company Name GKI Industrial Chicago, LLC (Owner)

Project Name GKI Industrial Chicago, LLC

Project Address 55 E. Howard Avenue, Des Plaines

The City of Des Plaines (the "City") requires disclosure of the information requested in this Economic Disclosure Statement and Affidavit ("EDS") before any City agency, department or City Council action regarding the matter that is the subject of this EDS. Please fully complete each statement, with all information current as of the date this EDS is signed. If a question is not applicable, answer with "NA" **An incomplete EDS will be returned and any City action will stop pending receipt of a completed EDS.**

Please **print or type** all responses clearly and legibly. **Add additional pages if needed, being careful to identify the portion of the EDS to which each additional page refers.**

WHO MUST SUBMIT AN EDS:

1. **Applicants:** Any individual or entity (the "**Applicant**") making an application to the City for action on economic entitlements requiring City Council approval must file this EDS.

2. **Entities holding an interest in the Applicant:** Generally, whenever an ownership interest in the Applicant (for example, shares of stock of the Applicant or a limited partnership interest in the Applicant) is held or owned by another legal entity (for example, a corporation or partnership, rather than an individual) each such legal entity must also file an EDS on its own behalf, and any parent of that legal entity **must do so until individual owners are disclosed.**

However, if an entity filing an EDS is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, only those shareholders that own 10% or more of that filing entity's stock must file an EDS on their own behalf.

ACKNOWLEDGMENT OF POSSIBLE CREDIT AND OTHER CHECKS: By completing and filing this EDS, the Undersigned acknowledges and agrees, on behalf of itself and the entities or individuals named in this EDS, that the City may investigate the criminal background and creditworthiness of some or all of the entities or individuals named in this EDS.

CERTIFYING THIS EDS: Execute the certification on the date of the initial submission of this EDS. You may be asked to re-certify this EDS on the last page as of the date of submission of any subsequent documentation, or as of the date of the closing of your transaction.

GENERAL INFORMATION

Date this EDS is completed: 2/08/23

A. Who is submitting this EDS? The individual will be the "Undersigned" throughout this EDS. Amanda Moore on behalf of GKI Industrial Chicago, LLC

NOTE: The Undersigned is the individual or entity submitting this EDS, whether the Undersigned is an Applicant *or is an individual on behalf of an* entity holding an interest in the Applicant. This EDS requires certain disclosures and certifications from Applicants that are not required from entities holding an interest in the Applicant.

NOTE: When completing this EDS, please observe whether the section you are completing applies only to Applicants.

- Check here if the Undersigned is filing this EDS as the Applicant.
- Check here if the Undersigned is filing *on behalf of an* entity holding an interest in an Applicant.

Also, please identify the legal name of the Entity holding an interest in the Applicant:

GKI Industrial Chicago, LLC

B. Business address of the Undersigned: 10275 W Higgins Road #810
Rosemont, IL 60018

C. Telephone: (847) 306-6824 Fax: N/A Email: amoore@brennanllc.com

D. Name of contact person: Amanda Moore

E: Tax identification number: N/A

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location if applicable):
Potential 6b Tax Incentive at 55 E. Howard Avenue

G. City action requested (specify; professional services, purchase of supplies, project bid, contract for services, other):

6b Incentive Resolution

H. Describe contract:

The current lease with Asendia is contingent on the Applicant receiving the 6b tax incentive.

SECTION ONE: DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF ENTITY

1. Indicate whether the Undersigned is an individual or legal entity:

- Individual
- Limited Liability Company
- Business corporation
- Joint venture
- Sole proprietorship
- Not-for-profit corporation
- Trust
- (Is the not-for-profit corporation also a 501(c)(3))?
- Yes No
- General partnership
- Other entity (please specify)
- Limited partnership

2. State of incorporation and date of incorporation of organization, if applicable:

Delaware - 9/23/21

3. For legal entities not organized in the State of Illinois: Is the organization authorized to do business in the State of Illinois as a foreign entity?

Yes No N/A **Submit Proof by attachment.**

B. ORGANIZATION INFORMATION – attach additional pages, if necessary.

1. IF THE UNDERSIGNED IS A CORPORATION:

a. List below the names and titles of all executive officers and all directors of the corporation. For not-for-profit corporations, also list below any executive director of the corporation, and indicate all members, if any, who are legal entities. If there are no such members, write "no members."

Name

Title

b. If the Undersigned is a corporation whose shares **are** registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, please provide the following information concerning shareholders who own shares equal to or in excess of 10% of the corporation's outstanding shares.

Name	Business	Address	Percentage Interest

c. For corporations that **are not** registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, list below the name, business address and percentage of ownership interest of each shareholder.

Name	Business	Address	Percentage Interest

2. IF THE UNDERSIGNED IS A PARTNERSHIP OR JOINT VENTURE:

For general or limited partnerships or joint ventures: list below the name, business address and percentage of ownership interest of each partner. For limited partnerships, indicate whether each partner is a general partner or a limited partner.

Name	Business	Address	Percentage Interest

3. IF THE UNDERSIGNED IS A LIMITED LIABILITY COMPANY:

a. List below the name, business address and percentage of ownership interest of each (i) member and (ii) manager. If there are no managers, write "no managers," and indicate how the company is managed.

Name	Business	Address	Percentage Interest
IVC Industrial Acquisition Fund One, LLC		280 Park Avenue, Floor 36, New York, NY 10017	100%

b. List below the names and titles of all officers, if any. If there are no officers, write "no officers."

Name	Title
_____	_____
_____	_____
_____	_____

4. IF THE UNDERSIGNED IS A LAND TRUST, BUSINESS TRUST, TRUST, ESTATE OR OTHER SIMILAR ENTITY:

a. List below the name and business address of each individual or legal entity holding legal title to the property that is the subject of the trust.

Name	Business	Address
_____	_____	_____
_____	_____	_____
_____	_____	_____

Trustee Name and Address	Trust Number
_____	_____

b. List below the name, business address and percentage of beneficial interest of each beneficiary of the Trust.

Name	Business	Address	Percentage Interest
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

5. IF THE UNDERSIGNED IS ANY OTHER LEGAL ENTITY, first describe the entity, then provide the name, business address, and the percentage of interest of all individuals or legal entities having an ownership or other beneficial interest in the entity. Describe the entity:

Name	Business	Address	Percentage Interest

SECTION TWO: BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

A. DEFINITIONS AND DISCLOSURE REQUIREMENT

1. The Undersigned must indicate whether it had a "doing business" relationship or had a "financial interest" with a City elected official in the 12 months before the date this EDS is signed.

2. Pursuant to the City Code of Ethics, Section 1-9-1 et seq. and specifically Section 1-9-3 and Section 1-9-5 of the Municipal Code of Des Plaines (the "Municipal Code"), "doing business" and "financial interest" are defined as follows:

DOING BUSINESS:

Any combination of sales, contracts, or purchases, with the City or any City Agency in an amount in excess of ten thousand dollars (\$10,000.00) in any twelve (12) consecutive months.

FINANCIAL INTEREST:

A. Any interest as a result of which the owner currently receives or is entitled to receive in the future more than two thousand five hundred dollars (\$2,500.00) per year; or

B. Any interest with a cost or present value of five thousand dollars (\$5,000.00) or more; or

C. Any interest representing more than ten percent (10%) of a corporation, partnership, sole proprietorship, firm, enterprise, franchise, organization, holding company, joint stock company, receivership, trust or any legal entity organized for profit; provided, however, financial interest shall not include:

1. Any publicly held stock traded on a recognized exchange;
2. The authorized compensation paid to an official or employee for his office or employment;
3. Any economic benefit provided equally to all residents of the city;
4. A time or demand deposit in a financial institution;

5. An endowment or insurance policy or annuity contract purchased from an insurance company.

B. CERTIFICATION

1. Has the Undersigned had a "doing business" relationship or "financial interest" with any City elected official in the 12 months before the date this EDS is signed?

Yes [X] No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s). Attach additional sheet if necessary:

SECTION THREE: DISCLOSURE OF RETAINED PARTIES

A. DEFINITIONS AND DISCLOSURE REQUIREMENTS

1. The Undersigned, must disclose certain information about attorneys, lobbyists, accountants, consultants, subcontractors, and any other person whom the Undersigned has retained or expects to retain in connection with the Matter. In particular, the Undersigned must disclose the name of each such person, his/her business address, the nature of the relationship, and the total amount of the fees paid or estimated to be paid. For this section 3, the Undersigned is not required to disclose employees who are paid solely through the Applicant's regular payroll.

"Lobbyist" means any person (i) who undertakes to influence any legislative or administrative action, or (ii) any part of whose duty as an employee of another includes undertaking to influence any legislative or administrative action. **For the purposes of this section only, a person may be a Lobbyist, within the meaning of the above definition, even if he or she is not registered with the State of Illinois as a Lobbyist.**

2. If the Undersigned is uncertain whether a disclosure is required under this Section 3, the Undersigned must attach to this EDS a letter specifying the question on disclosure or make the disclosure.

B. DISCLOSURE – attach additional pages, if necessary.

1. Each and every attorney, lobbyist, accountant, consultant, subcontractor, or other person retained or anticipated to be retained directly by the Undersigned with respect to or in connection with the Matter is listed below [begin list here, add sheets as necessary]:

Name	Business Address	Relationship to Undersigned (attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated)
------	------------------	---	--

Liston & Tsantilis - 33 North LaSalle Street, Suite 2800, Chicago, IL - Attorney - Hourly - Approximately \$4,000

2. Indicate for each whether retained or anticipated to be retained.

Name	Status
------	--------

[] CHECK HERE IF NO SUCH INDIVIDUALS HAVE BEEN RETAINED BY THE UNDERSIGNED OR ARE ANTICIPATED TO BE RETAINED BY THE UNDERSIGNED.

3. Has any owner, officer, manager, or employee of Applicant ever plead guilty, been found guilty, received supervision, plead nolo contendere (no contest) to any felony within the last five (5) years? Check one: No . Yes _____. If yes, complete section below or attach additional sheet(s) identifying person, charge, date of finding, Court name and branch and case docket number.

N/A

Name	Relationship with company	Date of plea or court action
------	---------------------------	---------------------------------

N/A

Court in which plea made	County, and State or District
--------------------------	-------------------------------

Nature of offense:

N/A

4. State whether any person or company identified in response to section 3 B. 1 above has ever plead guilty, been found guilty, received supervision, plead nolo contendere (no contest) to any felony within the last five (5) years. Check one: No . Yes _____. If yes complete section below or attach additional sheet(s) identifying person, charge, dated of finding, Court name and branch and case docket number.

N/A

Name	Relationship with company	Date of plea or court action
------	---------------------------	---------------------------------

N/A

Court in which plea made

County, State, or District

Nature of offense:

N/A

SECTION FOUR: CERTIFICATIONS

A. CERTIFICATION OF COMPLIANCE

For purposes of the certifications in 1, 2, and 3 below, the term “affiliate” means any individual or entity that, directly or indirectly: controls the Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

1. The Undersigned is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, **or the Internal Revenue Service** nor is the Undersigned or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City. This includes all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes. If there are any such delinquencies, note them below:

N/A

If the letters “NA,” meaning “not applicable” or the word “None,” or no response appears on the lines above, it will be conclusively presumed that the Undersigned is not delinquent and has certified to the above statements.

2. The Undersigned and its affiliates have not, in the past five years, been found in violation of any City, state or federal environmental law or regulation. If there have been any such violations, note them below:

N/A

If the letters “NA,” the word “None,” or no response appears on the lines above, it will be conclusively presumed that the Undersigned had no violations and certified to the above statements.

3. If the Undersigned is the Applicant, the Undersigned and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

4. The Undersigned will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Section Four, 1, (1-3) above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Undersigned has reason to believe has not provided or cannot provide truthful certifications.

If the Undersigned is unable to make the certifications required in Section Four, paragraph A (3) and (4) above, provide an explanation:

N/A

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

B. FURTHER CERTIFICATIONS

1. The Undersigned and, if the Undersigned is a legal entity, its principals (officers, directors, partners, members, managers, executive director):

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. Have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause (1)(b) of this section;
- d. Have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. Have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, in any

criminal or civil action instituted by the City or by the federal government, any state, or any other unit of local government.

- f. Have not, within a five-year period preceding the date of this EDS, filed for, or acquiesced in the filing of, (i) any bankruptcy, reorganization, debt arrangement or other case or proceeding under any bankruptcy or insolvency law, or (ii) any dissolution, liquidation or foreclosure.

2. The certifications concern:

- the Undersigned;
- any party participating in the performance of the Matter ("an **Applicable Party**");
- any "**Affiliated Entity**" (meaning an individual or entity that, directly or indirectly: controls the Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Applicable Parties, the term Affiliated Entity means an individual or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another individual or entity;
- any responsible official of the Undersigned, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Undersigned, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Undersigned, any Applicable Party or any Affiliated Entity (collectively "Agents").

Neither the Undersigned, nor any Applicable Party, nor any Affiliated Entity of either the Undersigned or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party's or Affiliated Entity's contract or engagement in connection with the Matter:

- A. Bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- B. Agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint

of freedom of competition by agreement to bid a fixed price or otherwise;
or

- C. Made an admission of such conduct described in (1) or (2) above that is a matter of record, but have not been prosecuted for such conduct; or

3. The Undersigned understands and shall comply with State Statutes and the City Code of Ethics, Section 1-9-1 et seq. of the Des Plaines Municipal Code.

4. Neither the Undersigned, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

5. If the Undersigned is unable to certify to any of the above statements in this Part III, the Undersigned must explain below:

N/A

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

C. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Section 1-9-1 et seq. of the Municipal Code have the same meanings when used in this Part III.

- 1. In accordance with Section 1-9-3 of the Municipal Code:
Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person in the Matter?

[] Yes No

NOTE: If you answered "No" to Item C(1), you are not required to answer Items C(2) or (3) below. Instead, review the certification in Item C(4) and then proceed to Section Five. If you answered "Yes" to Item C(1), you must first respond to Item C(2) and provide the information requested in Item C(3). After responding to those items, review the certification in Item C(4) and proceed to Section Five.

- 2. Unless sold pursuant to a process of competitive bidding, no City elected official or employee shall have a financial interest in his or her own name or in the name

of any other person in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part V.

Does the Matter involve a City Property Sale?

Yes No

3. If you answered "yes" to Item C(1), provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest
N/A		

4. The Undersigned further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

SECTION FIVE: DISCLOSURE OF A FAMILIAL RELATIONSHIP

A. The Undersigned must disclose whether such Applicant or any Applicable Party (as defined below) or any spouse or domestic partner thereof currently has a "familial relationship" with any elected City official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Undersigned or any Applicable Party or any spouse or domestic partner thereof is related to the mayor, any councilman, or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means any (1) officer, member, manager, partner or executive director, of a legal entity or any person exercising similar authority, or (2) any person having more than a 7.5 percent ownership interest in the Applicant as listed in Section I.B,

B. Does the Undersigned or any "Applicable Party" or any spouse or domestic partner thereof currently have a "familial relationship" with an elected City official or department head?

Yes

No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

N/A

SECTION SIX: CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Undersigned understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Undersigned understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based including, but not limited to, compliance with the City Code of Ethics.

B. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Undersigned's participation in the Matter and/or declining to allow the Undersigned to participate in other transactions with the City.

C. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. **By completing and signing this EDS, the Undersigned waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS, and conduct any background investigation which may be necessary as a result of this EDS.**

D. The Undersigned has not withheld or reserved any disclosures as to economic interests in the Undersigned, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks economic entitlements requiring City Council approval.


E. The information provided in this EDS must be kept current. In the event of changes, the Undersigned must supplement this EDS up to the time the City takes action on the Matter and recertify the supplemental matters.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Applicant, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

GKI Industrial Chicago, LLC
(Print name of individual or legal entity submitting this EDS)

Date: 2/8/2023

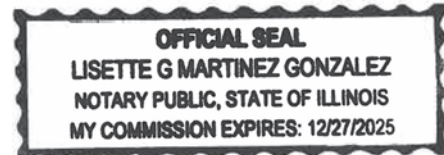
By: 
(Sign here)

Amanda Moore on behalf GKI Industrial Chicago, LLC
Print name of signer

Vice President, Property Management
Title of signer

SUBSCRIBED and SWORN to before me this 8, day of February, 2023.


NOTARY PUBLIC



(SEAL)

SUPPLEMENTARY RE-CERTIFICATION PAGE

DO NOT SUBMIT THIS PAGE WITH YOUR EDS. The purpose of this page is for you to recertify your EDS prior to submission to City Council if supplementary information is filed by you. If unable to recertify truthfully, the Undersigned must complete a new EDS with correct or corrected information)

SUPPLEMENTARY RE-CERTIFICATION

This re-certification is being submitted in connection with _____ [identify the Project Name and Address]. Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS recertification on behalf of the Undersigned, (2) warrants that all certifications and statements contained in the Undersigned's original EDS are true, accurate and complete as of the date furnished to the City and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its foregoing acknowledgments after submission of supplementary materials.

(Print or type name of individual or legal entity submitting this recertification) Date: _____

By:

(Sign here)

Print or type name of signatory:

Title of signatory:

Entity this EDS is re-certified for. Project name and address: _____

SUBSCRIBED and SWORN to before me this _____, day of _____, 201__.

NOTARY PUBLIC

(SEAL)

CITY OF DES PLAINES

RESOLUTION R - 66 - 23

A RESOLUTION SUPPORTING AND CONSENTING TO APPROVAL OF CLASS 6b CLASSIFICATION FOR THE PROPERTY AT 55 HOWARD AVE.

WHEREAS, GKI Industrial Chicago, LLC ("*Applicant*") is the prospective purchaser of that certain 3.4-acre property commonly known as 55 Howard Avenue in the City, and legally described in **Exhibit A** attached to, and by this reference made a part of, this Resolution ("*Subject Property*"); and

WHEREAS, the Subject Property is improved with a 79,617-square-foot commercial building ("*Building*") and has been vacant since October 2021; and

WHEREAS, the Applicant intends to lease the Subject Property to Asendia USA, Inc. ("*Tenant*"), which Tenant plans to use the Subject Property for the operation of a parcel and mail distribution and logistics facility ("**Proposed Use**"); and

WHEREAS, the Applicant has pledged improvements to the Subject Property in an anticipated total value of \$1,186,299 ("*Proposed Improvements*"), which Proposed Improvements include demolishing and renovating existing office space, upgrading dock equipment, replacing dock door(s), replacing and restriping the parking lot, upgrading the façade of the Building, replacing the concrete walkway, updating the fire suppression system, and performing interior carpentry, structural, plumbing, HVAC, and electrical work; and

WHEREAS, the Tenant is pledging that, in order to operate the Proposed Use, it will move at least 60 full-time positions from the Tenant's current location in Elk Grove Village and hire at least 20 additional full-time employees once the Proposed Use is operating on the Subject Property, for a total of 80 employees; and

WHEREAS, pursuant to Section 74-62(b) of the Cook County Real Property Assessment Classification Ordinance ("*County Classification Ordinance*"), the Applicant intends to file with the Office of the Assessor of Cook County an application for Class 6b classification of the Subject Property under the eligibility criteria of "occupation of abandoned property" with "special circumstance"; and

WHEREAS, the Class 6b classification temporarily reduces the property tax assessment of qualifying properties in order to promote industrial projects which would not be economically feasible without assistance; and

WHEREAS, the Applicant would be unable to justify the investments necessary to complete the Proposed Improvements and cause the Subject Property to be improved and occupied for the Proposed Use but for the classification of the Subject Property as Class 6b under the Classification Ordinance; and

WHEREAS, in order to qualify for the 6b Classification, the Applicant must receive the

consent of the City in the form of a resolution from the City Council; and

WHEREAS, as part of the Class 6b application filed with the City for the Subject Property, the Applicant filed a Cook County compliant Economic Disclosure Statement with the City; and

WHEREAS, the City Council hereby finds that it is in the best interest of the City and the public to provide its consent and approval to the Applicant's request for a Class 6b classification for the Subject Property and to support Cook County's exercise of its home rule authority to grant the Class 6b classification.

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: DETERMINATION OF ELIGIBILITY AND APPROPRIATENESS. The City Council hereby finds and determines that: (a) the Subject Property is appropriate for the Class 6b classification pursuant to the Classification Ordinance; (b) Class 6b classification of the Subject Property is necessary for the reoccupation of the Subject Property; and (c) the Subject Property having being vacant since October 2021 constitutes an extraordinary and special circumstance warranting the grant of the Class 6b classification.

SECTION 3: SUPPORT AND CONSENT TO CLASS 6b CLASSIFICATION. Pursuant to the County Classification Ordinance, the City Council hereby approves, consents to, and supports the classification of the Subject Property as Class 6b property, subject to the conditions set forth in Section 4 of this Resolution.

SECTION 4: CONDITIONS OF CITY'S CONSENT; REVOCATION. The consent granted in Section 3 of this Resolution is expressly conditioned upon the occurrence and/or satisfaction by the Applicant of the following conditions:

- A. The Applicant has evidenced a commitment to construct the Proposed Improvements in the amount of no less than \$1,186,299; and
- B. The Applicant will complete construction of the Proposed Improvements no later than December 31, 2024; and
- C. The Applicant will have no less than 60 full-time employees at the Subject Property by March 20, 2025.

The Applicant agrees and acknowledges that the conditions set forth in this Section 4 have not been satisfied, the City Council shall have the option, in its sole and exclusive discretion, to revoke the consent granted in Section 3 by resolution duly adopted in accordance with the procedures set forth in Section 74-73 of the Cook County Code of Ordinances. In the event that the City Council revokes its consent, the City Clerk is directed to promptly deliver notice of such revocation to the

Board of Commissioners of Cook County and the Office of the Cook County Assessor along with certified copies of the revoking resolution.

SECTION 5: DELIVERY. The City Clerk is hereby directed to transmit a certified copy of this Resolution to the Applicant. The Applicant shall be responsible for presenting such certified copy to the Board of Commissioners of Cook County and filing such certified copy with the Office of the Cook County Assessor.

SECTION 6: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law and the satisfaction of the conditions set forth in Section 4 above.

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 Supporting Class 6b Classification 55 Howard Avenue

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

PARCEL 1

LOT 1 IN J.L WILLIAMS HOWARD STREET SUBDIVISION, A SUBDIVISION IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 20, 1969 IN BOOK 795, PAGE 19 AS DOCUMENT 20878373, IN COOK COUNTY, ILLINOIS

PARCEL 2

PERPETUAL ESEMENT FOR THE BENEFIT OF PARCEL 1 AND OTHER PROPERTY NOT NOW IN QUESTION AS RESEVED IN THE WARRANTY DEED FROM CHARLESN. MILLER AND ANNAM. MILLER, HIS WIFE, TO CHICAGO DISTRICT PIPELINE COMPANY, A CORPORATION OF ILLINOIS, DATED APRIL 25 1957 AND RECORDED APRIL 26, 1957 AS DOCUMENT 16888282 AND RECORDED AUGUST 7,1956 AS DOCUMENT 16978886, FOR INGRESS AND EGRESS, UTILITY PURPOSES AND CULTIVATION AND LAWN PURPOSES, BEING THAT PART OF THE SOUTH 40 FEET OF THE NORTH 80 FEET OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES WESTERLY OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY AND EASTERLY OF THE WEST LINE OF PARCEL 1 EXTENDED NORTHERLY TO THE NORTH LINE OF SAID QUARTER SECTION, ALL IN COOK COUNTY, ILLINOIS

Commonly known as 55 Howard Avenue, Des Plaines, Illinois 60018

PIN: 09-30-300-038-0000



**PUBLIC WORKS AND
ENGINEERING DEPARTMENT**

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

MEMORANDUM

Date: March 8, 2023

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

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

Cc: Timothy P. Oakley, P.E., CFM, Director of Public Works & Engineering *TPO*

Subject: Algonquin Road Grade Separation - Des Plaines Park District Coordination

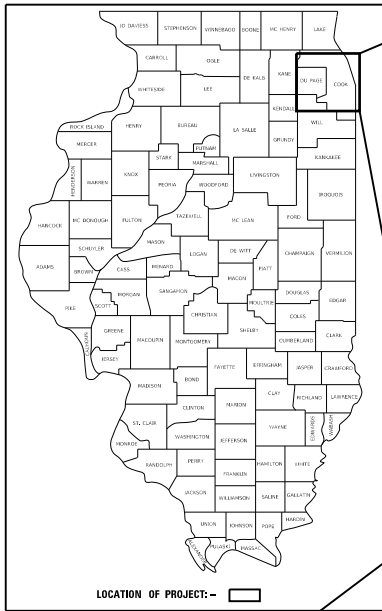
Issue: The proposed improvements for the Algonquin Road grade separation with the Union Pacific Railroad (UPRR) will impact the Des Plaines Park District entrance at the Mountain View Adventure Center and Prairie Lakes at 510 East Algonquin Road. A letter was sent to the Park District on February 13, 2023 requesting a coordination meeting. In order to comply with the Open Meetings Act, this item will be discussed at the March 20, 2023 City Council meeting.

Analysis: The City contracted with TranSystems Corporation for a Phase 1 preliminary engineering study of the proposed improvements. The Phase 1 study began in July 2022 and is anticipated to conclude in late 2024. Early steps included topographic and geotechnical surveys, project funding applications, coordination with the UPRR, coordination and meetings with commercial business stakeholders, and coordination with the Des Plaines Park District. The preferred improvement is an overpass over the UPRR, requiring reconstruction of the Park District entrance approximately 300 feet north of Algonquin Road. Temporary construction easements will be required from the Park District, so coordination is required by Section 4(f) of the U.S. Department of Transportation Act of 1966, which provides for consideration of park and recreational lands during transportation project development. Improvements for the Park District and its patrons include a multi-use path on the north side of Algonquin Road between Mt. Prospect Road and Wolf Road, landscaping features along the proposed retaining walls, decorative concrete form liners on the retaining walls, decorative railings on the retaining walls and bridge, and additional wayfinding signs.

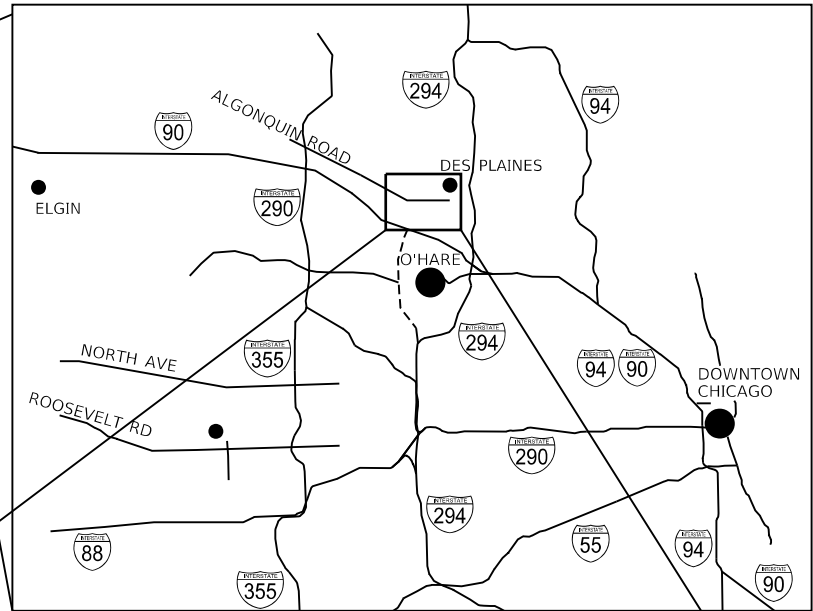
Recommendation: Discuss the status of the Phase 1 preliminary engineering study and answer any questions from the City Council, Des Plaines Park District and the public.

Attachments:

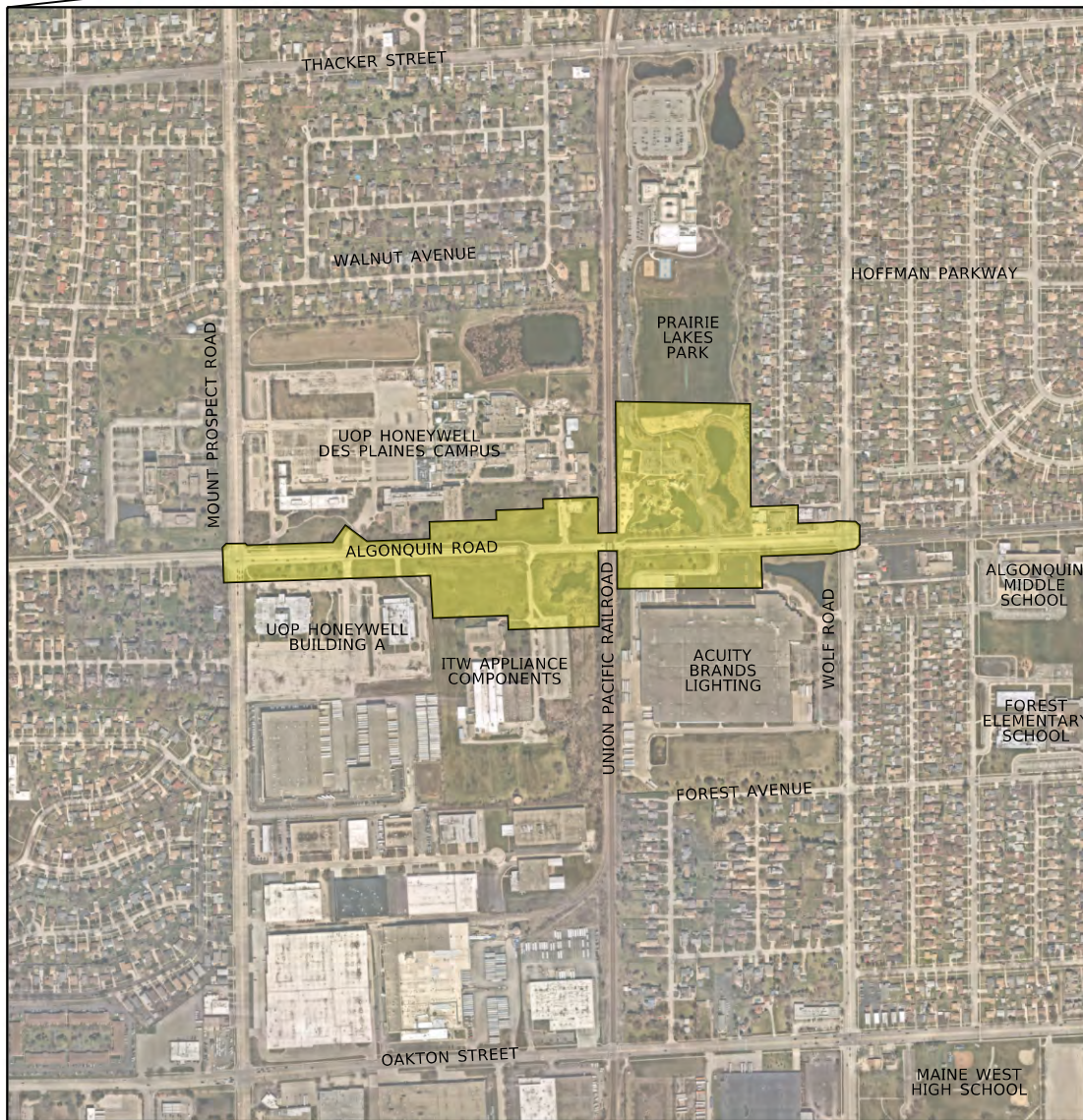
- Attachment 1 – Location Map
- Attachment 2 – Validation Study Map
- Attachment 3 – Plan and Profile Exhibit
- Attachment 4 – Possible Detour Route
- Attachment 5 – Design Visualizations



LOCATION OF PROJECT: -  STATE MAP



REGIONAL MAP



PROJECT MAP



= PROJECT AREA



USER NAME = bjhedman
 FILE NAME = 210121-EX(0)-LocationMap.dgn
 PLOT SCALE = 1000.0000' / in.
 PLOT DATE = 8/4/2022

1475 EAST WOODFIELD ROAD, SUITE 600
 SCHAUMBURG, ILLINOIS 60173
 (847) 605-9600



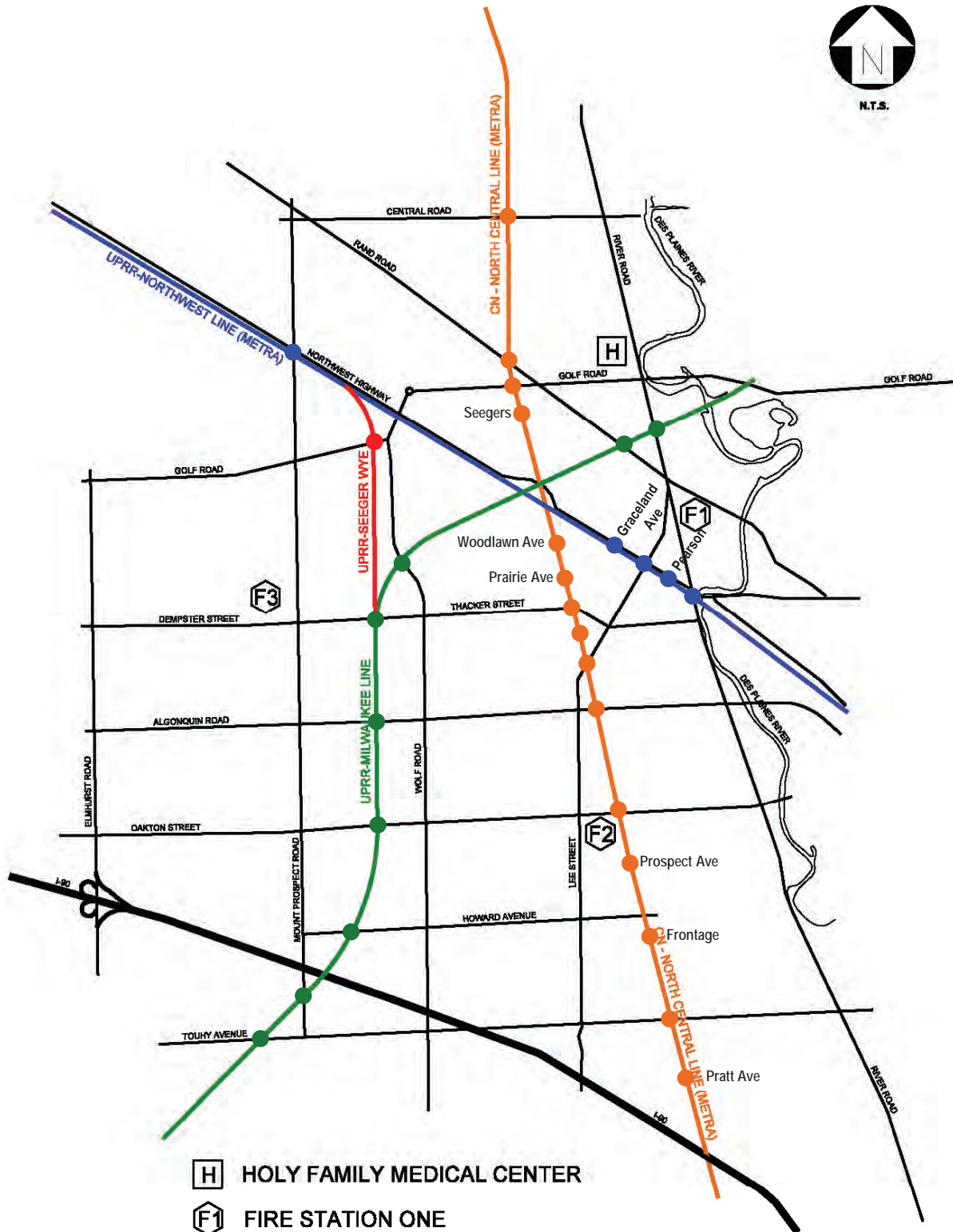
DESIGNED -	STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION
DRAWN -	
CHECKED -	
DATE -	

**STATE OF ILLINOIS
DEPARTMENT OF
TRANSPORTATION**

ALGONQUIN ROAD BRIDGE PROJECT LOCATION MAP					
SCALE: NTS	SECTION: PENDING	COUNTY: COOK	RTE NO. 3514	SEQ. NO. PEND	

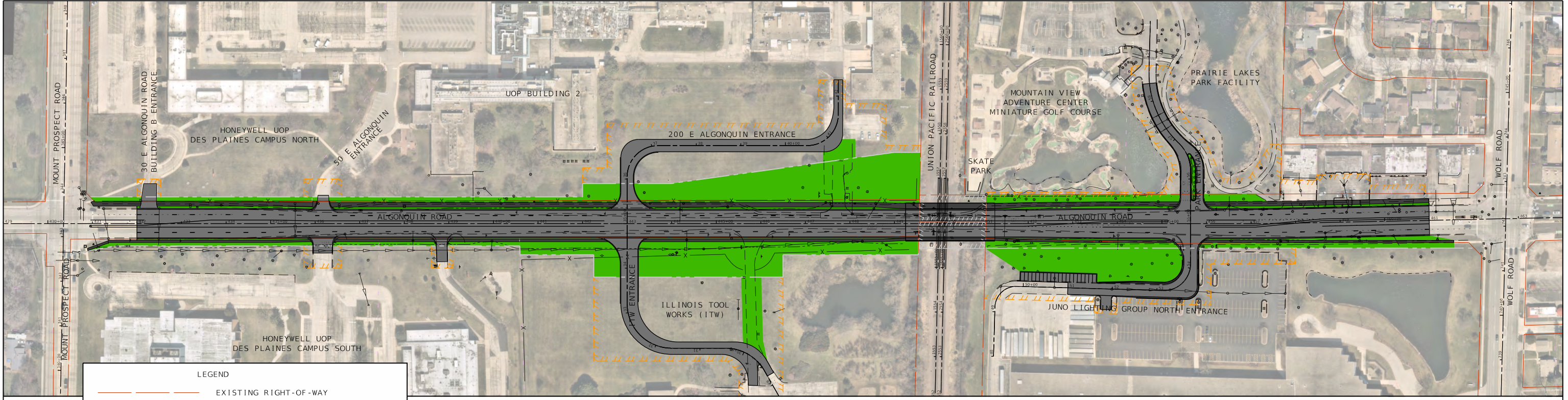
TOTAL SHEETS IN EXHIBIT	SHEET NO.	EXHIBIT NO.
1	1	1

City of Des Plaines



- H HOLY FAMILY MEDICAL CENTER
- F1 FIRE STATION ONE
- F2 FIRE STATION TWO
- F3 FIRE STATION THREE

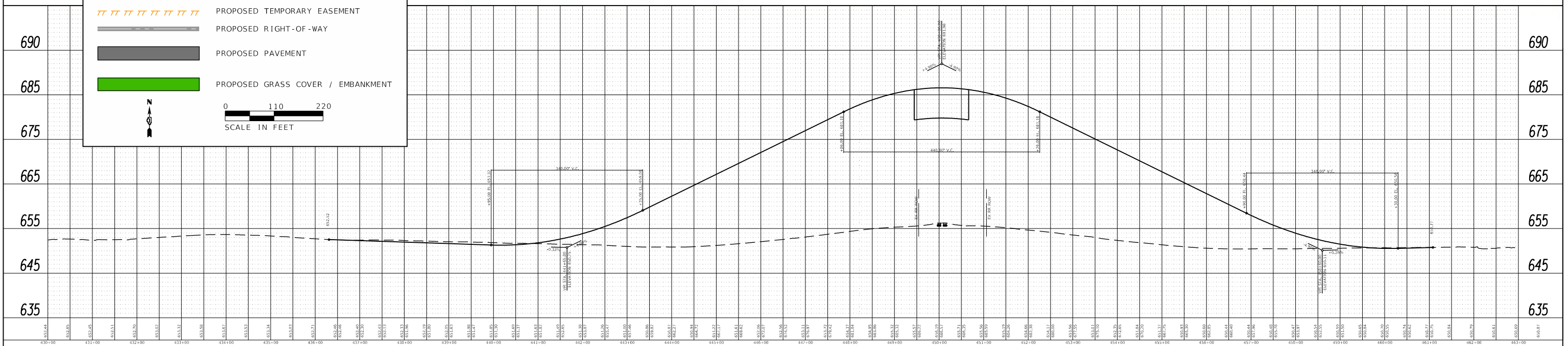
Figure 1
 Location Map



LEGEND

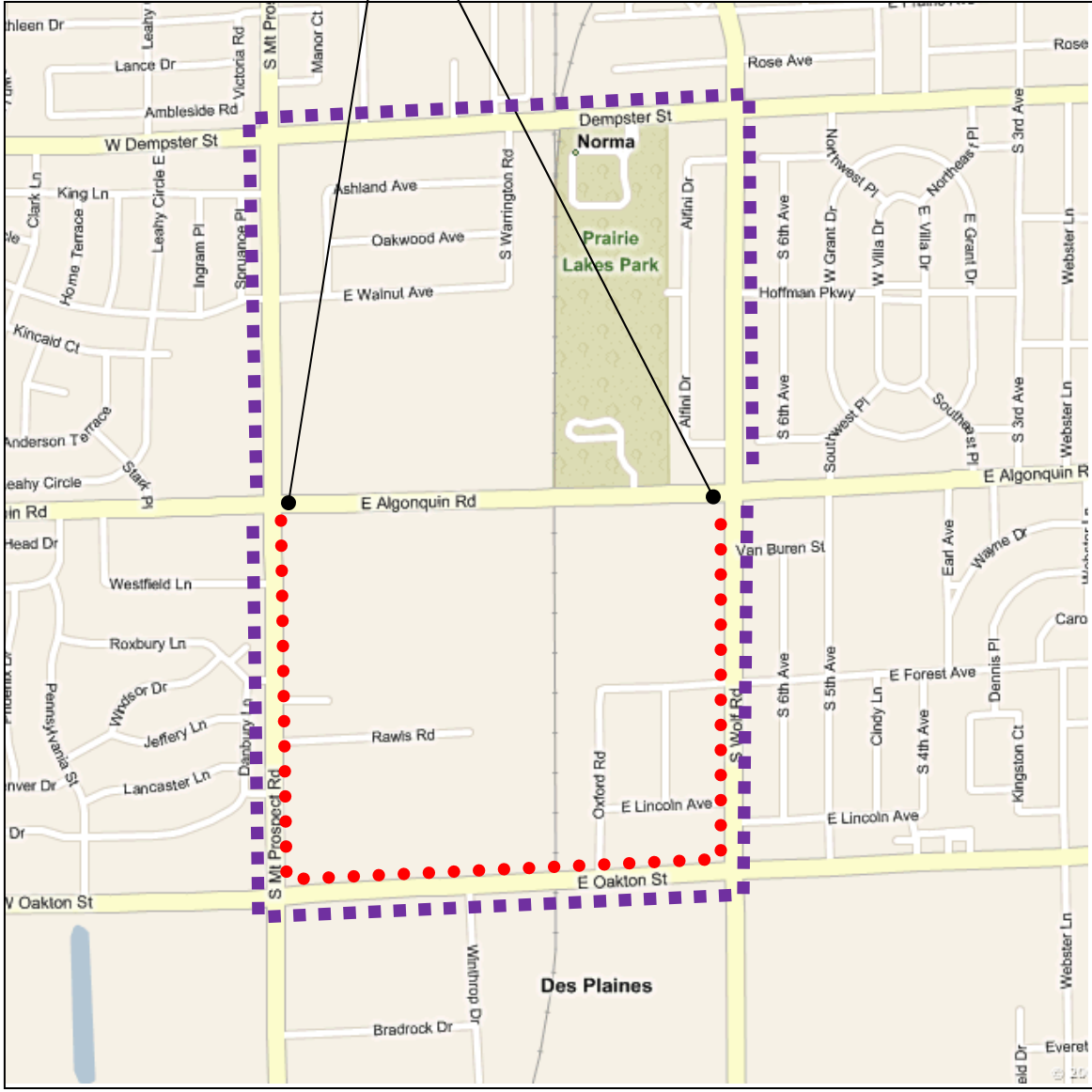
- EXISTING RIGHT-OF-WAY
- PROPOSED TEMPORARY EASEMENT
- PROPOSED RIGHT-OF-WAY
- PROPOSED PAVEMENT
- PROPOSED GRASS COVER / EMBANKMENT

0 110 220
 SCALE IN FEET



FILE NAME = 210121-Ex08-LargePln-Ru01oc_Sho... USER NAME = bsherman	PLOT DATE = 2/23/2023 DESIGNED = WBL DRAWN = BIH	CHECKED = DWB DATE = 9/12/2022	STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION	ALGONQUIN ROAD BRIDGE - PLAN AND PROFILE	ROUTE NO. 347 SECTION 22-00227-00-BR COUNTY COOK SEQUENCE NO. PENDING LOCAL PUBLIC AGENCY CITY OF DES PLAINES SCALE 1"=50' HORIZ 1"=10' VERT
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Algonquin Road Closed
 To Through Traffic
 Mt Prospect Road to Wolf Road



Legend

- ● ● ● ● Detour Route: Suggested Truck Route
- ■ ■ ■ ■ Detour Route: All Vehicles Except Trucks

EXHIBIT 18



DETOUR MAP

Algonquin Road Grade Separation
 at the UPRR Milwaukee Subdivision
 Mount Prospect Road to Wolf Road
 City of Des Plaines



1051 Perimeter Drive, Suite 1025
 Schaumburg, Illinois 60173
 (847) 605-9600 | (847) 605-9610 Fax
 www.transystems.com







