



## CITY COUNCIL AGENDA

Monday, April 3, 2023

Closed Session – 6:00 p.m.

Regular Session – 7:00 p.m.

Room 102

---

### **CALL TO ORDER**

### **CLOSED SESSION**

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

### **REGULAR SESSION**

ROLL CALL  
PRAYER  
PLEDGE OF ALLEGIANCE

### **PROCLAMATION**

EARTH MONTH

### **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. **FIRST READING – ORDINANCE M-10-23:** Approving a New Class M Liquor License (Gas Station Retail Only; Off-Site Consumption Only) for Abraham Gas Mart, Inc. at 1990 Mannheim Road
2. **RESOLUTION R-68-23:** Approving the Purchase of a John Deere 85G Excavator Through Sourcewell Contract #032119-JDC from West Side Tractor Sales Company, Naperville, Illinois in the Amount of \$183,118.19. Budgeted Funds – Equipment Replacement Fund.
3. **RESOLUTION R-69-23:** Approving Task Order No. 5 with FGM Architects, Inc., Oak Brook, Illinois in the Not-to-Exceed Amount of \$35,000 plus \$500 for Reimbursable Expenses for Professional Architectural and Engineering Services. Budgeted Funds – Facilities Replacement.
4. **RESOLUTION R-70-23:** Waiving Bidding Requirements and Approving the Fifth Amendment to the Agreement with SpeedLink, New Port Richey, FL for an Additional Two-Year Period in an Amount of \$125,671.60. Budgeted Funds for First Annual Installment of \$62,835.80 – IT R&M Equipment.
5. **RESOLUTION R-71-23:** Approving CDW-G, Vernon Hills, Illinois to Furnish the Beyond Trust’s Password Safe License and Maintenance Support Renewal for a Cost of \$26,468. Budgeted Funds – IT/R&M Equipment.
6. **RESOLUTION R-72-23:** Awarding the Bid for the 2023 Lead Service Line Replacement Project to Low Bidder John Neri Construction Co., Inc., Addison, Illinois in the Amount of \$500,000. Budgeted Funds – Water/Improvements.
7. **SECOND READING – ORDINANCE Z-6-23:** Consideration of Zoning Text Amendments Regarding Fences, Trellises, Arbors, and Yard Features
8. **SECOND READING – ORDINANCE M-8-23:** 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
9. **SECOND READING – ORDINANCE M-9-23:** Consideration of Text Amendments to the City Code Regarding the Keeping of Hens
10. **RESOLUTION R-77-23:** Awarding the Bid for the 2023 Capital Improvement Plan Concrete Program to Lowest Bidder Martam Construction, Inc. in the Amount of \$1,111,384.00. Budgeted Funds – Motor Fuel Tax and Capital Projects Funds.
11. Minutes/Regular Meeting – March 20, 2023
12. Minutes/Closed Session – March 20, 2023

**UNFINISHED BUSINESS**

n/a

**NEW BUSINESS**

1. **FINANCE & ADMINISTRATION** – Alderman Artur Zadrozny, Chair
  - a. Warrant Register in the Amount of \$3,899,120.36 – **RESOLUTION R-73-23**
2. **COMMUNITY DEVELOPMENT** – Alderman Malcolm Chester, Chair
  - a. Consideration of a Conditional Use Permit for a Body Art Establishment at 1781 East Oakton Street – **FIRST READING – ORDINANCE Z-7-23**

**OTHER MAYOR/ALDERMEN COMMENTS FOR THE GOOD OF THE ORDER**

**ADJOURNMENT**

ORDINANCES ON THE AGENDA FOR FIRST READING APPROVAL MAY ALSO, AT THE COUNCIL’S DISCRETION, BE ADOPTED FOR FINAL PASSAGE AT THE SAME MEETING.

**City of Des Plaines, in compliance with the Americans With Disabilities Act, requests that persons with disabilities, who require certain accommodations to allow them to observe and/or participate in the meeting(s) or have questions about the accessibility of the meeting(s) or facilities, contact the ADA Coordinator at 391-5486 to allow the City to make reasonable accommodations for these persons.**



OFFICE OF THE MAYOR

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

MEMORANDUM

Date: March 22, 2023  
To: Aldermen  
From: Andrew Goczkowski, Mayor *AG..*  
Cc: Michael G. Bartholomew, City Manager  
Subject: Proclamation

---

At the beginning of the April 3, 2023 City Council Meeting, we will be issuing a Proclamation declaring the month of April as Earth Month.

**OFFICE OF THE MAYOR**

**CITY OF**

**DES PLAINES, ILLINOIS**

**WHEREAS,** *in April, Earth Month is celebrated annually across the globe to confront our most pressing environmental issues and to unite around a shared mission of protecting the environment; and*

**WHEREAS,** *although we have made some progress over the years, the global community still faces challenges, including climate change, environmental destruction, deforestation, air and water pollution; and*

**WHEREAS,** *every one of us can contribute to protecting and preserving the planet we share through individual acts such as using reusable bags and water bottles, reducing plastic waste, and participating in acts of earthy engagement through cleanup projects, tree planting, community gardening; and*

**WHEREAS,** *the City participates in the Greenest Region Compact, a collaboration of area communities working towards creating a more sustainable region to enhance the quality of life for residents, protection and stewardship of the environment, and sustainable economic vitality; and*

**WHEREAS,** *for 35 years, Des Plaines has also taken steps to advance our City's green space through the Tree City USA program; and*

**WHEREAS,** *Earth Month is an annual reminder of the constant need for environmental activism that can include investing time, funds, or our voices to educate and build the momentum needed to create a sustainable future; and*

**WHEREAS,** *in the City of Des Plaines, I encourage our community to celebrate EARTH MONTH and promote the well-being of the residents and the protection of their environment through participation in area initiatives.*

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

**EARTH MONTH**

*Dated this 3<sup>rd</sup> day of April, 2023*

---

*Andrew Goczowski, Mayor*



OFFICE OF THE MAYOR

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

MEMORANDUM

Date: March 16, 2023  
To: Honorable Aldermen  
From: Andrew Goczkowski, Local Liquor Commissioner  
Cc: Vickie Baumann, Permit Technician, Registration & License Division  
Subject: Liquor License Request for an Increase in Liquor License Classification

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

Abraham Gas Mart Inc  
1990 Mannheim Rd  
Class M – Gas Station Retail Only (off-site consumption only)  
- New Increase from 11 to 12

The complete application packet is on file in the Community and Economic Development Department. The required posting will be completed March 26, 2023 and all necessary fees have been secured.

This request will come before you on the Consent Agenda of the City Council meeting of Monday, April 3, 2023.

A blue ink signature of Andrew Goczkowski.

Andrew Goczkowski  
Mayor  
Local Liquor Commissioner

**Attachments:** Application Packet  
Ordinance M-10-23



LOCAL LIQUOR COMMISSIONER

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

APPLICATION FOR A LIQUOR LICENSE

BUSINESS INFORMATION

Name: Abraham Gas Mart INC
Address: 1990 MANNHEIM RD DESPLAINES IL Zip: 60018
Mailing Address: 1990 MANNHEIM RD DESPLAINES IL Dept:
City: DESPLAINES St: MANNHEIM Zip: 60018
Email: abrahamgasmart@gmail.com Phone#: 773-216-5917
Day/Hours of Operations: Monday: 24 hrs Tuesday: 24 hrs Wednesday: 24 hrs
Thursday: 24 hrs Friday: 24 hrs Saturday: 24 hrs Sunday: 24 hrs

CLASSIFICATION

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

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

Title: PRESIDENT % of Stock: 100
Name: Abraham George
Title: % of Stock:
Name:

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

**ADDITIONAL INFORMATION**

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

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

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

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

**AFFIDAVIT**

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

AG INITIALS

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

AG INITIALS

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

AG INITIALS

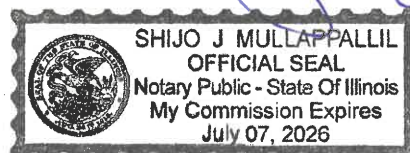
Abraham  
Signature of Owner

Abraham George  
Print Name

SUBSCRIBED and SWORN to before me this

3rd day of February, 2023

[Signature]  
NOTARY PUBLIC (STAMP SEAL BELOW)





FORM BCA 2.10  
ARTICLES OF INCORPORATION  
Business Corporation Act

Filing Fee: \$150

File #: 74002358

Approved By: MAP

FILED

**NOV 23 2022**

Jesse White  
Secretary of State

1. Corporate Name: ABRAHAM GAS MART INC.

2. Initial Registered Agent: ABRAHAM A. GEORGE

First Name

Middle Initial

Last Name

Initial Registered Office: 1990 MANNHEIM RD

Number

Street

Suite No.

DES PLAINES

IL

60018-2907

COOK

City

ZIP Code

County

3. Purposes for which the Corporation is Organized:

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

4. Authorized Shares, Issued Shares and Consideration Received:

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

NAME & ADDRESS OF INCORPORATOR

5. The undersigned incorporator hereby declares, under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated NOVEMBER 23, 2022  
Month & Day Year

ABRAHAM A. GEORGE

Name

1990 MANNEHIM RD.

Street

DES PLAINES

IL

60016

City/Town

State

ZIP Code

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/1/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Thomas George Insurance Agency, 350 S Northwest Hwy Suite 300, Park Ridge IL 60068. CONTACT NAME: THOMAS GEORGE, PHONE: 847-619-6883, FAX: 847-454-3658, E-MAIL: royskokie@gmail.com. INSURER(S) AFFORDING COVERAGE: AM GUARD INSURANCE CO.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Employers' Liability, and Liquor Liability.

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

Empty space for description of operations, locations, and vehicles.

CERTIFICATE HOLDER: CITY OF DES PLAINES, 1420 Miner St, Des Plaines, IL 60016. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Thomas George.

© 1988-2015 ACORD CORPORATION. All rights reserved.

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

If not, contact us immediately.

If all of the information is correct, cut along the dotted line (fits a standard 5" x 7" frame). Your authorization must be visibly displayed at the business listed. Your Illinois Business Authorization is an important tax document that indicates that you are registered or licensed with the Illinois Department of Revenue to legally do business in Illinois.

OFFICIAL DOCUMENT

State of Illinois - Department of Revenue

**Illinois Business Authorization**

OFFICIAL DOCUMENT

**ABRAHAM GAS MART INC.**

Loc. Code: 016-0015-1-001

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

**1990 MANNHEIM RD**  
**DES PLAINES IL 60018-2907**

**Certificate of Registration**

Expiration Date:  
**3/1/2024**

Sales and use taxes and fees (4474-6474)

**ILLINOIS REVENUE**  
*[Signature]*  
Director

OFFICIAL DOCUMENT

Issued Date: **03/01/2023**

**CITY OF DES PLAINES**

**ORDINANCE M - 10 - 23**

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

**WHEREAS**, Abraham Gas Mart Inc. ("*Applicant*") applied to the Department of Community and Economic Development for a Class M liquor license for the premises commonly known as 1990 Mannheim Road, Des Plaines, Illinois ("*Premises*") pursuant to Chapter 4 of Title 4 of the Des Plaines City Code ("*City Code*"); and

**WHEREAS**, the City desires to issue one Class M liquor license to the Applicant for the Premises; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to grant the Applicant a Class M liquor license for the Premises;

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

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

**SECTION 2: APPROVAL OF LIQUOR LICENSE.** The City Council hereby grants the Applicant a Class M Liquor License to the Applicant for the Premises.

**SECTION 3: FEE SCHEDULE.** Section 4-18-1, titled "Fee Schedule," of Chapter 18, titled "Schedule of Fees," of Title 4, titled "Business Regulations," of the City Code is hereby amended further to read as follows:

**4-18-1: FEE SCHEDULE:**

Section	Fee Description	Number	Term	Fee	
					New
	*	*	*		
Chapter 4	Liquor Control				
4-4-5A	License Fees and Number:				
	<b>Class</b>	<b>Number</b>	<b>Term</b>	<b>Initial Fee</b>	<b>Annual Fee</b>
	Class M	<del>11</del> 12	Annual	\$3,630.00	\$1,815.00
	*	*	*		

**SECTION 4: SEVERABILITY.** If any paragraph, section, clause or provision of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

**SECTION 5: EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form according to law.

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

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

---

**MAYOR**

**ATTEST:**

---

**CITY CLERK**

Published in pamphlet form this  
\_\_\_\_ day of \_\_\_\_\_, 2023.

Approved as to form:

---

**CITY CLERK**

---

**Peter M. Friedman, General Counsel**

DP-Ordinance Add One Class M Liquor License for Abraham Gas Mart Inc 1990 Mannheim Road



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: March 23, 2023

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

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

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

Subject: 2023 John Deere 85G Excavator with Trailer

---

**Issue:** The 2023 budget includes \$205,000 in funding for the purchase of an excavator to replace Excavator #8001 which is used for repairing and replacing water/sewer mains and structures.

**Analysis:** This piece of equipment is a key component to both the Water and Sewer Divisions. It is used for the maintenance of the City's sewer and water infrastructure.

We reviewed specifications of the John Deere and determined the options that best met the City's needs. West Side Tractor Sales is the regional supplier of this excavator which is available through Sourcewell (formerly National Joint Powers Alliance), a cooperative purchasing entity for government and educational agencies of which the City is a member. Per Sourcewell Contract #032119-JDC this equipment can be purchased in the amount of \$183,118.19.

**Recommendation:** We recommend the purchase of a John Deere 85G Excavator through Sourcewell Contract #032119-JDC, from West Side Tractor Sales Company, 1400 West Ogden Avenue, Naperville, IL 60563, in the amount of \$183,118.19. Source of funding will be the Equipment Replacement Fund account (500-00-570-0000.8015).

**Attachments:**  
Resolution R-68-23  
Exhibit A – Contract

**CITY OF DES PLAINES**

**RESOLUTION R - 68 - 23**

**A RESOLUTION AUTHORIZING THE PURCHASE OF A JOHN DEERE 85G EXCAVATOR WITH TRAILER FROM WEST SIDE TRACTOR SALES COMPANY THROUGH SOURCEWELL.**

**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 a 2023 John Deere 85G Excavator with trailer (collectively, the "*Equipment*"); and

**WHEREAS**, the City is a member of the Sourcewell, formerly National Joint Powers Alliance ("*Sourcewell*"), a public agency that provides cooperative purchasing solutions for government and educational agencies, resulting in significant savings for the City; and

**WHEREAS**, Sourcewell has identified West Side Tractor Sales Company ("*Vendor*") as a qualified bidder and awarded Contract #032119-JDC to the Vendor for the purchase of the Equipment; and

**WHEREAS**, City staff has determined that Sourcewell's purchasing policies satisfy the City's competitive bidding requirements; 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 \$183,118.19 ("*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 in accordance with Sourcewell Contract #032119-JDC in the not-to-exceed amount of \$183,118.19;

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

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

**PASSED** this \_\_\_ day of \_\_\_\_\_, 2023.

**APPROVED** this \_\_\_ day of \_\_\_\_\_, 2023.

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

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

ATTEST:

Approved as to form:

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

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

DP-Resolution Approving Purchase of a 2023 John Deere 85G Excavator with Trailer thru Sourcewell



CITY OF DES PLAINES

CONTRACT FOR PRICING AND DELIVERY  
OF JOHN DEERE 85G EXCAVATOR & TRAILER  
UTILIZING SOURCEWELL CONTRACT 032119-JDC

Full Name of Vendor West Side Tractor Sales Co.

Principal Office Address 3300 Ogden Avenue, Lisle, IL 60532

Local Office Address \_\_\_\_\_

Contact Person Dan Ristow Telephone Number 847.526.7700

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

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

1. **Contract to Deliver Products**

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

1. **Labor, Equipment, Materials, and Supplies.** Provide, perform, and complete, in the manner specified and described in this Contract, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary to deliver the Products to the City in a proper and workmanlike manner;
2. **Permits.** Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary for the Products;
3. **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 the following prices:

Description of Product	Quantity of Product	Unit Price of Product
<b>John Deere 85G Excavator with Trailer</b>	<b>One (1)</b>	<b>\$183,118.19</b>

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:

**183,118 Dollars and 19 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:

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 April 1, 2024 ("**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 60 days after the Delivery Date, then the total Contract Price shall be reduced by one half percent for every seven-day period that elapses within the period of time beginning on the day after the Delivery Date and ending on the actual date that the Vendor delivers the Products to the City. **Vendor must notify the City in writing immediately of any delays emanating from COIVID-19, Supply Chain, or Chassis 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 30 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 the requisite experience, ability, inventory, capital, facilities, equipment, plant, organization, and staff to enable the Vendor to deliver the Products at the Contract Price and within the Contract Time set forth above.

## 7. Acknowledgements

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

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

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

C. Remedies. 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.

K. Force Majeure. Seller shall not be liable to Buyer or be deemed to be in breach of this agreement by reason of any delay in performing, or any failure to perform, any of Seller's obligations in relation to the Products if the delay or failure was due to any cause beyond the reasonable control of Seller including (without limitation) strike, lockout, riot, civil commotion, fire, accident, explosion, tempest, act of God, war, governmental shut down due to a pandemic, stoppage of transport, terrorist activity, supply shortage or changes in government, governmental agency, laws, regulations or administrative practices.

DATED this 8 day of March 2023.

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

Vendor's Name: West Side Tractor Sales Co.

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

Signature of Vendor or Authorized Agent: [Signature]

(corporate seal) Printed Name: Dan Ristars  
 (if corporation) Title/Position: Sales

Vendor's Business Address: 3300 Ogden ave, Lisle IL 60532

Vendor's Business Telephone: (630) 355-7150 Facsimile: \_\_\_\_\_

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

NAME	TITLE	ADDRESS
<u>Dan Ristars</u>	<u>Sales Associate</u>	<u>15100 N. Old Rand Rd Wauconda IL 60084</u>

**ACCEPTANCE**

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

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

**CITY OF DES PLAINES**

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

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



0  
 DES PLAINES, CITY OF  
 1420 MINER ST  
 DES PLAINES, IL  
 8473915314

February 2, 2023

**2023 John Deere 85G FT4 Excavator**

**SOURCEWELL Cooperative Contract 032119-JDC**

*All the prices in the detailed sections are Per machine basis.*

**Machine Configuration**

Code	Description	Qty	Unit Price
0081FF	85G EXC W/AUX HYD	1	165,881.10
3265	CRAWLER RUBBER PAD-450MM 18"	1	-
7060	6'11" (2.12M) ARM W/BKT CYL	1	7,413.00
9770	REAR VIEW CAMERA	1	-
0	0	1	-
<b>List Price</b>			<b>\$ 173,294.10</b>
<b>Discount 34%</b>			<b>\$ 58,919.99</b>
<b>Net Price</b>			<b>\$ 114,374.11</b>

**Custom Jobs**

Code	Description	Qty	Price
	Dlr provide Pre-Delivery Inspection, Supplies and Fuel Fill	1	1,300.00
	Dealer Provided Delivery	1	600.00
	Labor for field installed kits	1	4,758.00
Ext Warranty	• Extended 60/3000 FM Warranty Machine Only	1	3,584.07
BYT11472	75/85 EXCAVATOR BKT PIN KIT	1	317.57
AT442602	HYDRAULIC COUPLER KIT	1	7,086.33
AT442872	FILTER RESTRICT IND KIT	1	624.66
AT436726	ARM PIPING FOR 2.12M	1	924.10
TAG	18" HD PIN ON BUCKET W/PINS	1	1,368.22
TAG	24" HD PIN ON BUCKET W/PINS	1	1,527.02
TAG	PIN ON RIPPER/FROST W/PINS	1	-
FEDERAL	MPSW9-AW MICROPULSE LIGHTS	1	343.50
EPIROC	SB 452 HYD HAMMER	1	16,507.36
Interstate	INTERSTATE 40DLA TRAILER	1	27,500.00
		1	-
PM CONTRACT		1	-
WORKSITE	WKSITE KIT- ADD DESC HERE	1	-
<b>Total Price</b>			<b>\$ 66,440.82</b>

**Quote Summary (per unit)**

Item Description	Prices
------------------	--------

Machine Net Price	\$	114,374.11
Custom Jobs	\$	66,440.82
<b>Price per Machine</b>	<b>\$</b>	<b>180,814.93</b>
<b>Destination</b>	<b>Freight Charge</b>	
Wauconda, IL 60084	\$	2,303.26
<b>Total Net Price Quantity (1)</b>	<b>\$</b>	<b>183,118.19</b>
<b>Less Trade-in</b>		
<b>0</b>		-
<b>0</b>		-
		-
		-
<b>Payoff to Trade</b>		-
<b>Net Price less Trade-Ins</b>	<b>\$</b>	<b>183,118.19</b>

**Warranty Terms**

85G FT4 includes • Full Machine 12 Month -Unlimited Hour Warranty  
• Extended 60/3000 FM Warranty Machine Only

**Remarks:**

*Please note that this quote is valid for 30 days. Purchase cards are accepted -- a 3% transaction fee will be calculated into the PO total for the credit card invoice payment.*

Dan Ristow - Sales Representative West Side Tractor Sales - (847) 526-7700 • Fax (847) 526-3565 -  
dristow@westsidetractorsales.com



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: March 23, 2023

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

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

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

Subject: Leela Building – Structural Engineering FGM Task Order No. 5

---

**Issue:** In connection with the Leela Building restoration, professional architectural and engineering services will be required to determine overall structural repairs for the building. This is a budgeted item in the 2023 City Budget.

**Analysis:** FGM Architects Inc. provided a baseline facility assessment of the Leela building in 2022. Deficiencies and defects identified were observed through a visual inspection and/or described by the building's maintenance staff. Public Works and Engineering staff have been opening ceilings and non-bearing walls for architectural review of current conditions. Accordingly, a proposal was requested from FGM to identify the structural areas of repair for the project. The scope of work includes the following:

- Review of existing facility, laser scan existing conditions, and confirm current plan/base information.
- Identify potential options for stair and elevator locations.
- Perform a fundamental A.D.A. evaluation.
- Evaluate building structure and identify areas of repair.

**Recommendation:** We recommend approval of Task Order No. 5 with FGM Architects Inc., 1211 West 22<sup>nd</sup> Street, Suite 700, Oak Brook, IL 60523 in the not-to-exceed amount of \$35,000 plus \$500 for reimbursable expenses for professional architectural and engineering services. Source of funding would be the Facilities Replacement Fund.

**Attachments:**

Resolution R-69-23  
Exhibit A – Task Order No. 5



**CITY OF DES PLAINES**

**RESOLUTION R - 69 - 23**

**A RESOLUTION APPROVING TASK ORDER NO. 5 WITH FGM ARCHITECTS INC. FOR PROFESSIONAL ENGINEERING AND ARCHITECTURAL SERVICES IN CONNECTION WITH THE RESTORATION OF THE LEELA BUILDING AT 620 LEE STREET.**

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

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

**WHEREAS**, the City has appropriated funds in the Facilities Replacement Fund for use by the Department of Public Works and Engineering during the 2023 fiscal year for professional engineering and architectural services in connection to the renovation and restoration of the City-owned Leela Building at 620 Lee Street (collectively, "*Services*"); and

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

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

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

**WHEREAS**, Consultant submitted a proposal for the performance of the Services in the amount of \$35,000 plus \$500 for reimbursable expenses for a total not-to-exceed amount of \$35,500; and

**WHEREAS**, the City desires to enter into Task Order No. 5 under the Master Contract with Consultant for the performance of Services in the total not-to-exceed amount of \$35,500 ("*Task Order No. 5*"); and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to enter into Task Order No. 5 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. 5.** The City Council hereby approves Task Order No. 5 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. 5.** The City Council hereby authorizes and directs the City Manager to execute, on behalf of the City, final Task Order No. 5.

**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 5 with FGM for Engineering Services for the Leela Building

**ATTACHMENT A**

**TASK ORDER 05**

In accordance with Section 1.2 of the Master Contract dated January 1, 2023 between the City of Des Plaines (the “City”) and FGM Architects (the “Consultant”), the Parties agree to the following Task Number 05:

**1. Contracted Services:**

Leela Theater Building Existing Building Scanning and Areas of Repair Documentation  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2. Project Schedule** (attach schedule if appropriate):

The project is anticipated to begin April 2023.

**3. Project Completion Date:**

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

**4. Project Specific Pricing** (if applicable):

The total fee is \$35,000 per the attached proposal.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED**

**[signature page follows]**

**CITY**

**CONSULTANT**

\_\_\_\_\_  
Signature  
Director of Public Works  
And Engineering

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

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

\_\_\_\_\_, 20\_\_\_\_  
Date

March 13, 2023  
Date

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

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

\_\_\_\_\_, 20\_\_\_\_  
Date

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

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

\_\_\_\_\_, 20\_\_\_\_  
Date

# FGMA ARCHITECTS

Proposal for

Architectural Services

for

**EXISTING CONDITIONS REPAIR DOCUMENTATION AND EGRESS STUDY**

Des Plaines, Illinois

Submitted to:

**CITY OF DES PLAINES**

1420 Miner Street

Des Plaines, Illinois 60016

By:

**FGM ARCHITECTS INC.**

1211 West 22nd Street, Suite 700

Oak Brook, IL 60523

March 13, 2023

## 1.0 SCOPE OF PROJECT

We understand that the City of Des Plaines, hereinafter referred to as the City or the Owner, has purchased the building at 620 Lee Street, a review of existing conditions is required to determine overall repairs needed from a structural standpoint. Egress to the second floor will be studied incorporating potential options for new egress stairs and elevator. The building will be referred to as the Leela Theater Building.

Project shall include but not be limited to:

- 1.0.1 Review of existing facility, laser scan existing conditions, and confirm current plan/base information.
- 1.0.2 Identify potential options for stair and elevator locations.
- 1.0.3 Perform a fundamental A.D.A. evaluation.
- 1.0.4 Evaluate building structure and identify areas of repair.
- 1.0.5 The project is anticipated to begin in Spring of 2023.

## 2.0 SCOPE OF ARCHITECT'S SERVICES

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

### 2.1.1 Facilities Analysis

- 2.1.1.1 FGMA will meet with the Owner to determine the overall condition of the existing Leela Theater Building and perform a walk through to document existing conditions.
- 2.1.1.2 FGMA shall perform a laser scan of the building.
- 2.1.1.3 FGMA will evaluate building structure and identify areas of repair.
- 2.1.1.4 FGMA will identify potential options for the egress stairs and elevator.

### 2.2 Consultants

- 2.2.1 FGMA has included in our fee the services of the following consultants:
  - .1 Structural Engineering
- 2.2.2 Geotechnical explorations, material testing, environmental engineering, hazardous waste engineering, and traffic engineering services are not included in our proposal.
- 2.2.3 Civil Engineering and Surveying are not included in our proposal.

**3.0 ARCHITECT'S COMPENSATION**

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

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

3.1.1 Facility Analysis and Existing Conditions Summary Report \$35,000.00

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

3.2.1 Expense of postage and/or delivery.

3.2.2 Expense of printing

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

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

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

**4.0 Form of Agreement**

Contract Form: The contractual agreement will be in the form of a task order to the Master Contract Between the City of Des Plaines and FGM Architects Inc. dated June 18, 2019.

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

Sincerely,

**FGM ARCHITECTS INC.**



**Raymond K. Lee** | Principal

Phone: 630.574.8711

[RayL@fgmarchitects.com](mailto:RayL@fgmarchitects.com)



**Andrew J. Jasek** | Executive Vice President

Phone: 630.574.8709

[AndyJ@fgmarchitects.com](mailto:AndyJ@fgmarchitects.com)

**HOURLY RATE SCHEDULE**

Effective February 1, 2023\*

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

<b>FGM Architects</b>	
Principal	\$290.00
Arch IV	\$260.00
Arch III	\$220.00
Arch II	\$180.00
Arch I	\$140.00
Interior Designer IV	\$240.00
Interior Designer III	\$200.00
Interior Designer II	\$160.00
Interior Designer I	\$120.00
Project Administrator	\$135.00

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





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

**MEMORANDUM**

Date: March 16, 2023  
 To: Michael G. Bartholomew, City Manager  
 From: Romeo Sora, Director Information Technology *RS*  
 Subject: Two-Year Barracuda 995 Backup Server Maintenance Agreement

**Issue:** For the City to enter into a two-year Barracuda 995 Backup Server Maintenance Agreement with authorized reseller SpeedLink.

**Analysis:** In May 18, 2020, the City entered into a three-year Barracuda 995 Backup Server maintenance agreement with SpeedLink under resolution R-97-20 for a total of \$179,460.00. Payments were made in three annual installments of \$59,820.00. The current maintenance contract will expire June 18, 2023.

At the request of staff, SpeedLink reached out to Barracuda to obtain pricing on the backup server maintenance and support. Barracuda provided SpeedLink with a two-year maintenance and support renewal option in the amount of \$125,671.60. As with the previous maintenance contract, payments will be made in annual installments of 62,835.80.

The chart below outlines the maintenance increases from 2017 until 2022, with the anticipated 2023 and 2024 maintenance costs included.

<b>Barracuda 995 Maintenance Fees</b>			
<b>Year</b>	<b>Cost</b>	<b>\$ Increase</b>	<b>% Increase</b>
2017	\$55,271.00		
2018	\$57,400.00	\$2,129.00	3.9%
2019	\$63,995.00	\$6,595.00	11.5%
2020	\$59,820.00	-\$4,175.00	-6.5%
2021	\$59,820.00	\$0.00	0.0%
2022	\$59,820.00	\$0.00	0.0%
2023	\$62,835.80	\$3,015.80	5.0%
2024	\$62,835.80	\$0.00	0.0%

SpeedLink is a “Partner of Record” with Barracuda, and as such has preferential pricing in place with Barracuda that other vendors would not receive. SpeedLink has consistently provided the City of Des Plaines with the lowest price pertaining to Barracuda products and services.

**Recommendation:** I recommend the City Council waive bidding requirements and approve the Fifth Amendment to the agreement with SpeedLink, 4039 Floramar Ter, New Port Richey, FL 34652, for an additional two-year renewal period in amount of \$125,671.60. Payment for this agreement will be made in two annual installments of \$62,835.80. This year’s payment will be funded from the budgeted IT R&M Equipment Account (100-20-230-0000-6305).

Attachments:

Resolution – R – 70 - 23

Exhibit A – Amendment of Agreement

**CITY OF DES PLAINES**

**RESOLUTION R - 70 - 23**

**A RESOLUTION APPROVING A FIFTH AMENDMENT TO THE AGREEMENT WITH SPEEDLINK SOLUTIONS, INC. FOR BACKUP SERVER MAINTENANCE AND CLOUD STORAGE SERVICES.**

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

**WHEREAS**, Speedlink Solutions, Inc. ("**Vendor**") currently provides the City with subscriptions to (i) Barracuda Backup 995 Server Energizer Updates, (ii) Instant Replacement; and (iii) Barracuda Backup 995 Server Unlimited Cloud Storage (collectively, "**Subscriptions**") pursuant to that certain "City of Des Plaines Contract for Pricing and Delivery of a Barracuda Backup Server" dated as of June 17, 2016 ("**Agreement**"); and

**WHEREAS**, the Subscriptions provide services relating to the City's Barracuda 995 Backup Server ("**Server**") including updates and maintenance services, replacement protection in the event the Server becomes inoperable, and unlimited cloud-based backup storage for Server data; and

**WHEREAS**, on June 5, 2017, City Council approved Resolution No. R-103-17, approving the First Amendment to the Agreement, which renewed the Agreement for an additional one-year term beginning June 17, 2017 and ending June 17, 2018; and

**WHEREAS**, on May 21, 2018, City Council approved Resolution No. R-108-18, approving the Second Amendment to the Agreement, which renewed the Agreement for a second additional one-year term beginning June 18, 2018 and ending June 18, 2019; and

**WHEREAS**, on May 20, 2019, City Council approved Resolution No. R-101-19, approving the Third Amendment to the Agreement, which renewed the Agreement for a third additional one-year term beginning June 19, 2019 and ending June 19, 2020; and

**WHEREAS**, on May 18, 2020, the City Council approved Resolution No R-97-20, approving the Fourth Amendment to the Agreement, which renewed the Agreement for a three-year term beginning June 20, 2020 and ending June 19, 2023; and

**WHEREAS**, the City and Vendor desire to further amend the Agreement to renew the Agreement for an additional two-year term beginning on June 20, 2023 and ending on June 19, 2025 ("**Fourth Amendment**") in an amount of \$62,835.80 per year and in a total amount not to exceed \$125,671.60, subject to appropriated funds in year two of the Fifth Amendment; and

**WHEREAS**, sufficient funds have been appropriated to procure the Subscriptions during the 2023 fiscal year; and

**WHEREAS**, pursuant to Chapter 10 of Title 1 of the City Code of Des Plaines and the City purchasing policy, the City Council desires to waive competitive bidding for the continued procurement of the Subscriptions from the Vendor; and

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

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

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

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

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

**SECTION 4: EXECUTION OF FIFTH AMENDMENT.** The City Manager and the City Clerk are authorized and directed to execute and seal, on behalf of the City, the Fifth Amendment upon receipt by the City Clerk of at least one original copy of the Fifth Amendment executed by Vendor; provided, however, that if the executed copy of the Fifth Amendment is not received by the City Clerk within 60 days after the effective date of this Resolution, then this authority to execute and attest shall, at the option of the City Council, be null and void.

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

[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 Barracuda 995 Backup Server Maintenance Agreement with Speedlink 2023

**FIFTH AMENDMENT OF AGREEMENT BY AND BETWEEN  
THE CITY OF DES PLAINES AND SPEEDLINK SOLUTIONS, INC.  
FOR BACKUP SERVER MAINTENANCE AND CLOUD STORAGE SERVICES**

**THIS FIFTH AMENDMENT** is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Des Plaines, an Illinois home rule municipal corporation ("**City**"), and Speedlink Solutions, Inc., a Florida corporation ("**Vendor**"). In consideration of the recitals and mutual covenants and agreements set forth in this Renewal, the receipt and sufficiency of which are hereby acknowledged and agreed, the parties agree as follows:

**Section 1. Recitals.**

A. The City and the Vendor entered into that certain "City of Des Plaines Contract for Pricing and Delivery of a Barracuda Back Up Server" dated as of June 16, 2016 ("**Agreement**").

B. Pursuant to the Agreement, the City agreed to procure from the Vendor a new Barracuda 995 Backup Server ("**Server**") and one-year subscriptions to (i) the Barracuda Backup 995 Server Energizer Updates; (ii) Instant Replacement; (iii) and Barracuda Backup 995 Server Unlimited Cloud Storage, as more fully described in Exhibits A and B attached to and incorporated into the Agreement (collectively, "**Subscriptions**"), and the Vendor agreed to provide the Server and Subscriptions to the City.

C. On June 5, 2017, the City and Vendor entered into that certain "First Amendment of Agreement By and Between the City of Des Plaines and Speedlink Solutions, Inc. for Backup Server Maintenance and Cloud Storage Services," which amended the Agreement to provide for a one-year renewal term and renew the term of the Agreement for a period commencing June 17, 2017 and ending June 18, 2018 ("**First Amendment**").

D. On May 21, 2018, the City and Vendor entered into that certain "Second Amendment of Agreement By and Between the City of Des Plaines and Speedlink Solutions, Inc. for Backup Server Maintenance and Cloud Storage Services," which amended the Agreement to provide for a one-year renewal term and renew the term of the Agreement for a period commencing June 18, 2018 and ending June 18, 2019 ("**Second Amendment**").

E. On May 20, 2019, the City and Vendor entered into that certain "Third Amendment of Agreement By and Between the City of Des Plaines and Speedlink Solutions, Inc. for Backup Server Maintenance and Cloud Storage Services," which amended the Agreement to provide for a one-year renewal term and renew the term of the Agreement for a period commencing June 19, 2019 and ending June 19, 2020 ("**Third Amendment**").

F. On May 18, 2020, the City and Vendor entered into that certain "Fourth Amendment of Agreement By and Between the City of Des Plaines and Speedlink Solutions, Inc. for Backup Server Maintenance and Cloud Storage Services," which amended the Agreement to provide for a three-year renewal term and renew the term of the Agreement for a period commencing June 19, 2020 and ending June 19, 2023 ("**Fourth Amendment**").

G. Section 7.H of the Agreement provides that the City and the Vendor may mutually agree to amend the Agreement, provided the amendment is reduced to writing.

H. The City and Vendor desire to further amend of the Agreement (“**Fifth Amendment**”) to allow for a fourth two-year renewal term of the Subscriptions (“**Fifth Subscription Renewal**”) commencing June 20, 2023 and ending June 20, 2025 (“**Fifth Renewal Term**”).

**Section 2. Definitions.**

A. **Definitions.** All initial-capitalized words and phrases used throughout this Fourth Amendment have the meanings set forth in the various provisions of this Fifth Amendment. If a word or phrase is not specifically defined in this Fifth Amendment or the Fifth Subscription Renewal, it has the same meaning as in the Agreement.

B. **Rules of Construction.** Except as specifically provided in this Fifth Amendment, all terms, provisions and requirements contained in the Agreement and the remain unchanged and in full force and effect. In the event of a conflict between the text of the Agreement or the text of the First Amendment, Second Amendment, Third Amendment, or Fourth Amendment and the text of this Fifth Amendment, the text of this Fifth Amendment controls.

**Section 3. Fifth Renewal.**

The City and Vendor hereby amend Section 3 of the Agreement to allow for a Fifth two-year renewal term for the Subscriptions and hereby renew the term of the Agreement for the Subscriptions for a period commencing June 20, 2023 and ending June 20, 2025.

**Section 4. Pricing.**

During the Fifth Subscription Renewal, the City will pay the Vendor for the Services in accordance with the Schedule of Prices attached to, and by this reference made a part of, this Fourth Amendment as **Exhibit 1**.

**Section 5. Termination.**

Either the City or the Vendor may terminate this Fifth Amendment, the Fifth Subscription Renewal, and the Agreement without cause by delivering to the other party written notice of termination, which termination will be effective 90 days after the delivery of the notice.

**Section 6. Effect.**

All terms, conditions, and provisions of the Agreement that are not specifically amended, modified, or supplemented by this Fifth Amendment will remain unchanged and in full force and effect as if fully set forth herein. In the event of a conflict between the text of the Agreement, or any part thereof, or the text of the First Amendment and the text of this Fifth Amendment, the text of this Fifth Amendment will control.

**IN WITNESS WHEREOF**, the parties have caused this Fifth Amendment to be executed by their duly authorized representatives.

(SIGNATURE PAGE FOLLOWS)

ATTEST:

**CITY OF DES PLAINES**

By: \_\_\_\_\_  
Jessica M. Mastalski, City Clerk

By: \_\_\_\_\_  
Michael Bartholomew, City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

WITNESS:

**SPEEDLINK SOLUTIONS, INC.**

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_





# Quote

6240 Champions Row St  
Bradenton, FL 34210

Date	Quote #
2/28/2023	BC-DESPL145

Name / Address
City of Des Plaines Accts Payable 1420 Miner St Des Plaines, IL 60016-4498

P.O. No.	Terms	Due Date	Rep	Account #	FOB
	Net 30	3/30/2023	JE	8	

Item	Description	Qty	Cost	Total
BBS 995 renewal BC-BBS995a-e	Barracuda Backup Server Appliance 995 Energize Updates Subscription 1 Month	26	1024.94615	26,648.60T
BC-BBS995a-h	Barracuda Backup Server Appliance 995 Instant Replacement Subscription 1 Month	26	1239.03846	32,215.00T
BC-BBS995a-b	Barracuda Backup Server Appliance 995 Unlimited Cloud Storage Subscription 1 Month	26	2569.53846	66,808.00T
	5			125,671.60
<p>This is a 26 MONTH quote to co-term this renewal with City of Des Plaines BBS backup 995 renewal ending on</p> <p>SN# 1644532 17-Jun-2023 - 30-Jul-2025 (775 days)</p> <p>Based on this quote City of DesPlaines would issue a 2 year renewal and pay 1/2 each year in 2023 and 2024. Each payment would be \$62,835.80</p>				

Thank you for the Opportunity to provide this quote. Prices are good for 30 Days.	Subtotal	\$125,671.60
	Sales Tax (0.0%)	\$0.00
	Total	\$125,671.60

Freight is prepay and add on all orders	Signature _____
-----------------------------------------	-----------------

Phone #	Fax #	E-mail
630-904-5254		jevans@speedlnk.com



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

**MEMORANDUM**

Date: March 16, 2023  
 To: Michael G. Bartholomew, City Manager  
 From: Romeo Sora, Director Information Technology *RS*  
 Subject: Beyond Trust Password Safe License and Maintenance Support Renewal

**Issue:** The 2023 budget includes funding for the Beyond Trust Privileged Access Maintenance Agreement renewal with CDW-G.

**Analysis:** On April 4, 2022, the City Council approved the purchase of BeyondTrust’s Privileged Access Management (Password Safe) solution under Resolution R-71-22 as part of the critical cybersecurity control requirements set forth by Marsh, an insurance brokerage and risk management firm. Expenditures under this contract must be approved by the City Council annually based on appropriated and budgeted funds for current fiscal year.

The chart below outlines the maintenance increases for 2022 with the anticipated 2023 maintenance costs included.

Password Safe Maintenance Fees			
Year	Cost	\$ Increase	% Increase
2022	\$24,621.72		
2023	\$26,468.00	\$1,846.28	7.5%

**Recommendation:** I recommend the City Council approve CDW-G, 200 N Milwaukee Ave., Vernon Hills, to furnish the BeyondTrust’s Password Safe license and maintenance support renewal for a cost of \$26,468.00. This payment will be funded from the IT R&M Equipment Account (100-20-230-0000-6305).

Attachments:  
 Attachment 1 - License and Maintenance Support Renewal  
 Resolution – R – 71 - 23



Thank you for choosing CDW. We have received your quote.

Hardware    Software    Services    IT Solutions    Brands    Research Hub

# Review and Complete Purchase

**ROMEO SORA,**

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

**Convert Quote to Order**

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NFTH968	2/9/2023	BEYONDTRUST	180246	<b>\$26,468.00</b>

### QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">BeyondTrust U-Series Virtual Appliance - subscription license - 1 license</a> Mfg. Part#: BT-APP-U-VM-SUB Electronic distribution - NO MEDIA Contract: MARKET	2	7108278	\$6,428.65	\$12,857.30
<a href="#">BEYONDTRUST PW SAFFE P ASSET SUB</a> Mfg. Part#: PS-SUB Electronic distribution - NO MEDIA Contract: MARKET	135	6404537	\$100.82	\$13,610.70

<b>SUBTOTAL</b>	\$26,468.00
<b>SHIPPING</b>	\$0.00
<b>SALES TAX</b>	\$0.00
<b>GRAND TOTAL</b>	<b>\$26,468.00</b>

PURCHASER BILLING INFO	DELIVER TO
<b>Billing Address:</b> CITY OF DES PLAINES ACCOUNTS PAYABLE 1420 MINER ST DES PLAINES, IL 60016-4484 <b>Phone:</b> (847) 391-5300 <b>Payment Terms:</b> NET 30-VERBAL	<b>Shipping Address:</b> CITY OF DES PLAINES MATT CERASA 1420 MINER ST DES PLAINES, IL 60016-4484 <b>Phone:</b> (847) 391-5300 <b>Shipping Method:</b> ELECTRONIC DISTRIBUTION
	<b>Please remit payments to:</b> CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



### Sales Contact Info

**Maddie Pompili** | (877) 556-3188 | [maddie.pompili@cdwg.com](mailto:maddie.pompili@cdwg.com)

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$26,468.00	\$715.96/Month	\$26,468.00	\$825.01/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

## Need Help?



My Account



Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager

© 2023 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

**CITY OF DES PLAINES**

**RESOLUTION R - 71 - 23**

**A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS UNDER A SOFTWARE MAINTENANCE AGREEMENT WITH CDW-G, INC. FOR SOFTWARE MAINTENANCE SERVICES.**

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

**WHEREAS**, on April 4, 2022, the City Council approved Resolution No. R-71-22, approving a contract ("**Agreement**") between the City and CDW-G, Inc. ("**Vendor**") for: (i) the BeyondTrust Corporation ("**BeyondTrust**") Privileged Access Management - Password Safe application ("**Application**"); and (ii) software maintenance and support services ("**Services**"); and

**WHEREAS**, on May 30, 2023, the Agreement will automatically renew for a one-year term ending May 29, 2024; and

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

**WHEREAS**, the City desires to make expenditures in the not-to-exceed amount of \$26,468.00 during the 2023 fiscal year for the procurement of the Services from Vendor under the Agreement; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City and the public to authorize the expenditure of the not-to-exceed amount of \$26,468.00 during the 2023 fiscal year for the procurement of the Services from Vendor under the Agreement;

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

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

**SECTION 2: AUTHORIZATION OF EXPENDITURE.** The City Council authorizes the expenditure of the not-to-exceed amount of \$26,468.00 during the 2023 fiscal year for the procurement of the Services from Vendor under the Agreement.

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

[SIGNATURE PAGE FOLLOWS]

**PASSED** this \_\_\_ day of \_\_\_\_\_, 2023.

**APPROVED** this \_\_\_ day of \_\_\_\_\_, 2023.

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

---

**MAYOR**

ATTEST:

Approved as to form:

---

**CITY CLERK**

---

**Peter M. Friedman, General Counsel**



**PUBLIC WORKS AND  
ENGINEERING DEPARTMENT**

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

**MEMORANDUM**

**Date:** March 23, 2023

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

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

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

**Subject:** 2023 Lead Service Line Replacements

**Issue:** The 2023 budget includes \$500,000 in funds to replace lead service lines as directed by the Illinois Environmental Protection Agency (IEPA). Three bids for this project were received on March 8, 2023.

**Analysis:** The IEPA has mandated that all water systems are required to develop a full water service line inventory by April of 2024 and increase lead testing. They have also mandated that partial (public right-of-way) replacement of lead water service lines are no longer permitted, requiring full lead service line replacements from the main to the water meter on private property. The replacements would primarily be in connection with water main breaks and other public works construction that affects a lead service line. To maintain compliance with these mandates we requested bids for lead water service line replacements. The bids for this project are as follows:

<b>BIDDER'S NAME</b>	<b>BID AMOUNT</b>
John Neri Construction Co., Inc	\$1,029,750
Joel Kennedy Construction	\$1,313,250
MQ Construction Company	\$2,158,350

**Recommendation:** We recommend approval of the 2023 Lead Service Line Replacement Project to the low bidder, John Neri Construction Co., Inc., 770 Factory Road, Addison, IL 60101 in the budget amount of \$500,000. Funding source will be Water Fund, Improvements, 500-00-580-0000.8100.

**Attachments:**  
Resolution R-72-23  
Exhibit A – Contract

**CITY OF DES PLAINES**

**RESOLUTION R - 72 - 23**

**A RESOLUTION APPROVING AN AGREEMENT WITH JOHN NERI CONSTRUCTION, INC. FOR THE 2023 LEAD SERVICE LINE REPLACEMENT PROJECT.**

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

**WHEREAS**, the City has appropriated funds in the Improvements Water Fund for use by the Department of Public Works and Engineering during the 2023 fiscal year for the 2023 Lead Service Line Replacement Project, which includes the replacement of the lead service lines and all other miscellaneous work as needed (collectively, "*Work*"); and

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

**WHEREAS**, the City received three bids, which were opened on March 8, 2023; and

**WHEREAS**, John Neri Construction, Inc. ("*Contractor*") submitted the lowest responsible bid in the not-to-exceed amount of \$1,029,750; and

**WHEREAS**, the City desires to enter into a contract with Contractor for the performance of the Work in the not-to-exceed amount of \$500,000 ("*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 Agreement with Contractor is approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form approved by the General Counsel.

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



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

**PASSED** this \_\_\_ day of \_\_\_\_\_, 2023.

**APPROVED** this \_\_\_ day of \_\_\_\_\_, 2023.

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

---

**MAYOR**

ATTEST:

Approved as to form:

---

**CITY CLERK**

---

**Peter M. Friedman, General Counsel**

DP-Resolution Approving Agreement with John Neri Const for Lead Service Line Replacements

**CITY OF DES PLAINES**



**CONTRACT FOR THE CONSTRUCTION OF  
2023 Lead Service Line Replacement Project**

Prepared By

CITY OF DES PLAINES  
PUBLIC WORKS AND ENGINEERING DEPARTMENT  
1420 MINER STREET/NORTHWEST HIGHWAY  
DES PLAINES, ILLINOIS 60016

**CITY OF DES PLAINES  
CONTRACT FOR THE CONSTRUCTION OF  
2023 Lead Service Line Replacement Project**

**TABLE OF CONTENTS**

	<u>Page</u>
<b>ARTICLE I            The Work .....</b>	<b>1</b>
1.1 Performance of the Work .....	1
1.2 Commencement and Completion Dates .....	2
1.3 Required Submittals .....	2
1.4 Review and Interpretation of Contract Provisions .....	3
1.5 Conditions at the Work Site; Record Drawings .....	3
1.6 Technical Ability to Perform .....	4
1.7 Financial Ability to Perform.....	4
1.8 Time.....	4
1.9 Safety at the Work Site.....	5
1.10 Cleanliness of the Work Site and Environs .....	5
1.11 Damage to the Work, the Work Site, and Other Property .....	5
1.12 Subcontractors and Suppliers .....	6
1.13 Simultaneous Work By Others.....	6
1.14 Occupancy Prior to Final Payment.....	6
1.15 Owner’s Right to Terminate or Suspend Work for Convenience .....	6
<b>ARTICLE II            Changes and Delays.....</b>	<b>7</b>
2.1 Changes .....	7
2.2 Delays .....	7
<b>ARTICLE III           Contractor’s Responsibility for Defective Work.....</b>	<b>8</b>
3.1 Inspection; Testing; Correction of Defects.....	8
3.2 Warranty of Work.....	8
3.3 Owner’s Right to Correct .....	9
<b>ARTICLE IV            Financial Assurances.....</b>	<b>9</b>
4.1 Bonds.....	9
4.2 Insurance.....	9
4.3 Indemnification.....	10
<b>ARTICLE V            Payment.....</b>	<b>10</b>
5.1 Contract Price .....	10
5.2 Taxes and Benefits .....	10

5.3	Progress Payments.....	10
5.4	Final Acceptance and Final Payment .....	11
5.5	Liens .....	11
5.6	Deductions .....	12
<b>ARTICLE VI</b>	<b>Disputes And Remedies.....</b>	<b>13</b>
6.1	Dispute Resolution Procedure .....	13
6.2	Contractor’s Remedies .....	13
6.3	Owner’s Remedies.....	13
6.4	Owner’s Special Remedy for Delay .....	15
6.5	Terminations and Suspensions Deemed for Convenience .....	15
<b>ARTICLE VII</b>	<b>Legal Relationships And Requirements .....</b>	<b>15</b>
7.1	Binding Effect .....	15
7.2	Relationship of the Parties.....	15
7.3	No Collusion/Prohibited Interests .....	15
7.4	Assignment .....	16
7.5	Confidential Information .....	16
7.6	No Waiver .....	16
7.7	No Third Party Beneficiaries.....	17
7.8	Notices .....	17
7.9	Governing Laws .....	17
7.10	Changes in Laws.....	18
7.11	Compliance with Laws .....	18
7.12	Compliance with Patents .....	19
7.13	Time.....	19
7.14	Severability.....	19
7.15	Entire Agreement.....	20
7.16	Amendments.....	20

**Contractor’s Certification**

- Attachment 1:** Schedule of Prices
- Attachment 2:** Supplemental Schedule of Contract Terms
- Attachment 3:** Specifications
- Attachment 4:** List of Drawings
- Attachment 5:** Special Project Requirements

**CITY OF DES PLAINES**  
**CONTRACT FOR THE CONSTRUCTION OF**  
**2023 Lead Service Line Replacement Project**

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 John Neri Construction Co., Inc., 770 Factory Road, Addison, IL 60101, an Illinois Corporation (“*Contractor*”), make this Contract as \_\_\_\_\_, 20\_\_\_\_, ( 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 2, in accordance with the specifications attached hereto as Attachment 3, the drawings identified in the list attached hereto as Attachment 4, and the Special Project Requirements attached hereto as Attachment 5.
2. Permits. Except as otherwise provided in Attachment 2, 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 2 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 2. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the “*Contract Time*.”

## 1.3 Required Submittals

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

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

C. Time of Submission and Owner’s Review. All Required Submittals must be provided to Owner no later than the time, if any, specified in this Contract for their submission or, if no time for submission is specified, in sufficient time, in Owner’s sole opinion, to permit Owner to review the same prior to the commencement of the part of the Work to which they relate and prior to the purchase of any equipment, materials, or supplies that they describe. Owner will have the right to require such corrections as may be necessary to make such submittals conform to this Contract. All such submittals will, after final processing and review with no exception noted by Owner, become a part of this Contract. No Work related to any submittal may be performed by Contractor until Owner has completed review of such submittal with no exception noted. Owner’s review and stamping of any Required Submittal will be for the sole purpose of examining the general management, design, and details of the proposed Work, does not relieve Contractor of the entire responsibility for the performance of the Work in full compliance with, and as required by or pursuant to this Contract, and may not be regarded as any assumption of risk or liability by Owner.

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

#### **1.4 Review and Interpretation of Contract Provisions**

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments, and the drawings identified in Attachment 4, 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 2 or the drawings identified in Attachment 4.

#### **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 2 or Attachment 5 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 2 or Attachment 5 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 2. 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 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 2.

### 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 2, and Contractor must accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set

forth in Attachment 2 (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 2 (“*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 2, 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 ventures 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 North La Salle Street, Suite 450
Des Plaines, Illinois 60016	Chicago, Illinois 60654
Attention: City Manager	Attention: Peter Friedman

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

John Neri Construction Co., Inc.  
770 Factory Road  
Addison, IL 60101

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); 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.; 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 to the Illinois Department of Labor certified payrolls on a monthly basis, in accordance with Section 5 of the Act, and furnish a copy of the receipt to the City of Des Plaines.

D. Qualified Bidder. 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: \_\_\_\_\_

**JOHN NERI CONSTRUCTION CO., INC.**

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

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

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

Attest:

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

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

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



STATE OF ILLINOIS        )  
                                          )  
COUNTY OF COOK         )

CONTRACTOR’S CERTIFICATION

Nicholas Neri, 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\_\_.

JOHN NERI CONSTRUCTION COMPANY, 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  
2023 LEAD SERVICE LINE REPLACEMENT PROJECT  
SCHEDULE OF PRICES**

2/10/2023

Attachment 1

ITEM #	PAY ITEM	UNIT	TOTAL	UNIT COST	TOTAL COST
1	PRIVATE WATER SERVICE LINE, 1 INCH COPPER	FOOT	1,200	\$90.00	\$108,000.00
2	PUBLIC WATER SERVICE LINE, 1 1/2 INCH	FOOT	1,050	\$95.00	\$99,750.00
3	WATER SERVICE SADDLE, 1 1/2 INCH	EACH	60	\$800.00	\$48,000.00
4	CORPORATION STOP, 1 1/2 INCH	EACH	60	\$1,200.00	\$72,000.00
5	CURB STOP, 1 1/2 INCH	EACH	60	\$1,500.00	\$90,000.00
6	CURB BOX, 1 1/2 INCH	EACH	60	\$200.00	\$12,000.00
7	PRIVATE WATER SERVICE FOUNDATION CONNECTION	EACH	60	\$2,500.00	\$150,000.00
8	PRIVATE WATER SERVICE METER CONNECTION	EACH	60	\$3,200.00	\$192,000.00
9	DISCONNECT OLD SERVICE AT WATER MAIN	EACH	60	\$2,500.00	\$150,000.00
10	SITE RESTORATION PER LOCATION	EACH	60	\$1,800.00	\$108,000.00
<b>ITEMS TO BE FURNISHED AND CONSTRUCTED ONLY IF REQUESTED IN WRITING BY PUBLIC WORKS</b>					
AUP-1	PRIVATE WATER SERVICE LINE, 2 INCH COPPER	FOOT	0	\$150.00	\$0.00
AUP-2	PUBLIC WATER SERVICE LINE, 2 INCH	FOOT	0	\$140.00	\$0.00
AUP-3	WATER SERVICE SADDLE, 2 INCH	EACH	0	\$1,200.00	\$0.00
AUP-4	CORPORATION STOP, 2 INCH	EACH	0	\$2,500.00	\$0.00
AUP-5	CURB STOP, 2 INCH	EACH	0	\$3,600.00	\$0.00
AUP-6	CURB BOX, 2 INCH	EACH	0	\$300.00	\$0.00
AUP-7	SANITARY SEWER LATERAL REPAIR, 6 INCH WQP	FOOT	0	\$225.00	\$0.00
AUP-8	SANITARY SEWER CLEANOUT	EACH	0	\$5,000.00	\$0.00
				<b>Total Bid</b>	<b>\$1,029,750.00</b>



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 <sup>1</sup>
***				
<b><u>Arbors</u></b>	<b><u>P</u></b>	<b><u>P</u></b>	<b><u>P</u></b>	<b><u>P</u></b>
<b><u>May not be less than 1 foot from side and rear lot lines</u></b>				
<b><u>Refer to Section 12-8-14 of this title for additional regulations.</u></b>				
***				
<b><u>Trellis</u></b>	<b><u>P</u></b>	<b><u>P</u></b>	<b><u>P</u></b>	<b><u>P</u></b>
<b><u>In the front and corner side yards, may not exceed four feet in height or encroach more than five feet.</u></b>				
<b><u>In the rear and interior side yards, may not exceed six feet in height.</u></b>				
<b><u>Refer to Section 12-8-14 of this title for additional regulations.</u></b>				
***				
<b>Yard Features<sup>3</sup></b>	<b>P</b>	<b>P</b>	<b>P</b>	<b>P</b>
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				
<b>Other <u>Y</u>ard features:</b>				
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

<b>Arbors</b>			
	Height (ft)	Depth (ft)	Width (ft)
<b>Average:</b>	7.4	2.2	4.8
<b>Mode:</b>	7.4	2.5	4.1
<b>Range:</b>	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

<b>Trellises</b>		
	Height (ft)	Width (ft)
<b>Average:</b>	6.6	3.4
<b>Mode:</b>	6	2
<b>Range:</b>	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  
desplaines.org

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 that reads 'James Szabo'.

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 <sup>1</sup>
***				
<b><u>Arbors</u></b>	<b><u>P</u></b>	<b><u>P</u></b>	<b><u>P</u></b>	<b><u>P</u></b>
<b><u>May not be less than 1 foot from side and rear lot lines</u></b>				
<b><u>Refer to Section 12-8-14 of this title for additional regulations.</u></b>				
***				
<b><u>Trellis</u></b>	<b><u>P</u></b>	<b><u>P</u></b>	<b><u>P</u></b>	<b><u>P</u></b>
<b><u>In the front and corner side yards, may not exceed four feet in height or encroach more than five feet.</u></b>				
<b><u>In the rear and interior side yards, may not exceed six feet in height.</u></b>				
<b><u>Refer to Section 12-8-14 of this title for additional regulations.</u></b>				
***				
<b><u>Yard Features<sup>3</sup></u></b>	<b><u>P</u></b>	<b><u>P</u></b>	<b><u>P</u></b>	<b><u>P</u></b>
<b><u>Arbors and trellises:</u></b>				
<b><u>May not exceed 8 feet in height</u></b>				
<b><u>May be located no closer than 1 foot from all lot lines</u></b>				
<b><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></b>				
<b><u>Other <u>Y</u>ard features:</u></b>				
<b><u>May not exceed 4 feet in height when located in the required front yard</u></b>				
<b><u>May not encroach in the required front yard more than 5 feet</u></b>				
<b><u>May be located no closer than 5 feet from side, corner side and rear lot lines</u></b>				

{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]

**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 16<sup>th</sup> day of December, 2019

APPROVED this 16<sup>th</sup> day of December, 2019


VOTE: Ayes 6 Nays 2 Absent 0

  
MAYOR

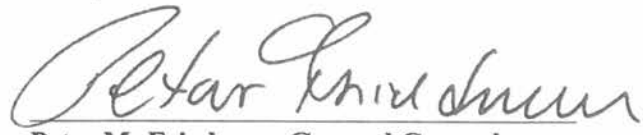
ATTEST:

  
CITY CLERK

Published in pamphlet form this  
17<sup>th</sup> 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 17<sup>th</sup> day of December, 2019.

STATE OF ILLINOIS )  
                                                      ) SS.  
COUNTY OF COOK )

**CERTIFICATE**

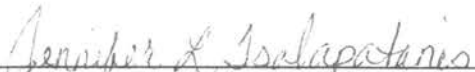
I, Jennifer L. Tsalapatanis, certify that I am the duly elected and acting Municipal Clerk of the City of Des Plaines, Cook County, Illinois.


I further certify that on December 16, 2019 the Corporate Authorities of such municipality passed and approved Ordinance M-50-19, AN ORDINANCE AMENDING CHAPTER 1 OF TITLE 6 OF THE CITY CODE REGARDING THE KEEPING OF CHICKENS provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance M-50-19 was posted in the municipal building commencing on December 17, 2019 and continuing for at least 10 days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the Municipal Clerk.

DATED at Des Plaines, Illinois, this 17th day of December, 2019.

(SEAL)

  
\_\_\_\_\_  
Jennifer L. Tsalapatanis, City Clerk

By:   
\_\_\_\_\_  
Laura Fast, Deputy City Clerk  
City of Des Plaines, County of Cook

\*Per the provisions of 65 ILCS 5/3.1-20-5  
Of the Illinois Compiled Statutes (2006)

## 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](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 &amp; inches)</i>	Width <i>(in feet &amp; inches)</i>	Height <i>(in feet &amp; inches)</i>	Area <i>(in square feet)</i>	Coop/Enclosure Setback distance from:	
					Property Line <i>(in feet &amp; inches)</i>	Other Structures <i>(in feet &amp; inches)</i>
<b>Coop</b> <i>(max 24 SF in size)</i>						
<b>Enclosure</b> <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**



**PUBLIC WORKS AND  
ENGINEERING DEPARTMENT**

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

**MEMORANDUM**

Date: March 20, 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: Bid Award - 2023 Capital Improvement Program (CIP) Concrete Improvements  
 MFT 23-00000-01-GM

**Issue:** Bids for the 2023 CIP Concrete Improvements, MFT 23-00000-01-GM were opened on March 23, 2023.

**Analysis:** The scope of work primarily includes removal and replacement of uneven or cracked sidewalk, deteriorated or settled curb and gutter, alley reconstruction, and landscape restoration at various locations throughout the City. The project also includes the replacement of brick pavers at Library Plaza and removal of existing alley pavement and constructing pervious concrete pavement are at the following location:

LOCATION	LIMITS	ACTIVITY
Henry/Walnut	Cora to White	Alley Reconstruction

Following are the bid results:

BIDDER	BID AMOUNT
Martam Construction, Inc.	\$1,111,384.00
Copenhaver Construction, Inc.	\$1,236,908.00
Alliance Contractors, Inc.	\$1,581,769.15

The Engineer’s Estimate was \$1,048,094.55.

**Recommendation:** References supplied by the low bidder, Martam Construction, Inc., are favorable. We recommend the award of the 2023 CIP Concrete Improvements, MFT 23-00000-01-GM project to Martam Construction, Inc., 1200 Gasket Drive, Elgin, Illinois 60120 in the amount of \$1,111,384.00. Source of funding is budgeted Motor Fuel Tax funds and Capital Projects fund for the Library Plaza work.

**Attachments:**

- Attachment 1 - Bid Tabulation
- Resolution R-77-23
- Exhibit A - Contract



County: Cook Date: 3/23/2023  
 Local Agency: Des Plaines Time: 10:30 AM  
 Section: 2023 CIP Concrete Improvements MFT 23-00000-01 GM  
 Estimate: \$1,048,094.55

Name of Bidder: **Martam Construction, Inc.**  
 Address of Bidder: 1200 Gasket Dr  
 Elgin, IL 60120

Name of Bidder: **Copenhaver Construction, Inc.**  
 Address of Bidder: 75 Koppie Dr  
 Gilberts, IL 60136

Name of Bidder: **Alliance Contractors, Inc.**  
 Address of Bidder: 1166 Lake Avenue  
 Woodstock, IL 60098

Attended By: Jon Duddles

Approved Engineer's Estimate				Martam Construction, Inc.		Copenhaver Construction, Inc.		Alliance Contractors, Inc.	
Item No.	Item	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	TREE ROOT PRUNING	EACH	22	\$ 140.00	\$ 3,080.00	\$ 180.00	\$ 3,960.00	\$ 50.00	\$ 1,100.00
2	SIDEWALK REMOVAL	S.F.	14340	\$ 3.00	\$ 43,020.00	\$ 3.00	\$ 43,020.00	\$ 5.00	\$ 71,700.00
3	PCC SIDEWALK	S.F.	15119	\$ 10.00	\$ 151,190.00	\$ 12.00	\$ 181,428.00	\$ 12.00	\$ 181,428.00
4	DETECTABLE WARNINGS	S.F.	128	\$ 34.25	\$ 4,384.00	\$ 38.00	\$ 4,864.00	\$ 35.00	\$ 4,480.00
5	COMB. CURB AND GUTTER, REMOVAL AND REPLACEMENT, VARIOUS TYPES	L.F.	1693	\$ 41.50	\$ 70,259.50	\$ 54.00	\$ 91,422.00	\$ 51.00	\$ 86,343.00
6	INLET FILTER	EACH	8	\$ 175.00	\$ 1,400.00	\$ 250.00	\$ 2,000.00	\$ 110.00	\$ 880.00
7	TEMPORARY AGGREGATE, CA-6	TON	300	\$ 30.00	\$ 9,000.00	\$ 30.00	\$ 9,000.00	\$ 25.00	\$ 7,500.00
8	TEMPORARY PAVEMENT PATCH	TON	20	\$ 190.00	\$ 3,800.00	\$ 380.00	\$ 7,600.00	\$ 80.00	\$ 1,600.00
9	PAVEMENT REMOVAL, 20"	S.Y.	950	\$ 29.00	\$ 27,550.00	\$ 36.00	\$ 34,200.00	\$ 25.00	\$ 23,750.00
10	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	C.Y.	20	\$ 27.00	\$ 540.00	\$ 98.00	\$ 1,960.00	\$ 30.00	\$ 600.00
11	GRANULAR EMBANKMENT	C.Y.	20	\$ 32.34	\$ 646.80	\$ 91.00	\$ 1,820.00	\$ 30.00	\$ 600.00
12	EARTH EXCAVATION	C.Y.	29	\$ 67.50	\$ 1,957.50	\$ 98.00	\$ 2,842.00	\$ 85.00	\$ 2,465.00
13	EARTH EXCAVATION (WIDENING)	C.Y.	85	\$ 70.50	\$ 5,992.50	\$ 110.00	\$ 9,350.00	\$ 81.00	\$ 6,885.00
14	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	S.Y.	2205	\$ 2.00	\$ 4,410.00	\$ 3.00	\$ 6,615.00	\$ 3.00	\$ 6,615.00
15	CONCRETE RIBBON, PCC PAVEMENT, 8"	L.F.	2957	\$ 45.00	\$ 133,065.00	\$ 45.00	\$ 133,065.00	\$ 34.00	\$ 100,538.00
16	PCC PAVEMENT, 8"	S.Y.	807	\$ 102.00	\$ 82,314.00	\$ 118.00	\$ 95,226.00	\$ 105.00	\$ 84,735.00
17	PERVIOUS CONCRETE PAVEMENT, 8"	S.Y.	650	\$ 125.00	\$ 81,250.00	\$ 165.00	\$ 107,250.00	\$ 227.00	\$ 147,550.00
18	DRIVEWAY PAVEMENT REMOVAL AND 6" P.C.C. REPL.	S.Y.	549	\$ 82.00	\$ 45,018.00	\$ 83.00	\$ 45,567.00	\$ 105.00	\$ 57,645.00
19	HMA DRIVEWAY SURFACE COURSE, REMOVAL & REPL.	S.Y.	163	\$ 65.00	\$ 10,595.00	\$ 92.00	\$ 14,996.00	\$ 58.00	\$ 9,454.00
20	REMOVE AND RESET BRICK PAVERS	S.Y.	105	\$ 117.00	\$ 12,285.00	\$ 145.00	\$ 15,225.00	\$ 175.00	\$ 18,375.00
21	MH, CB, VV TO BE ADJUSTED, NEW FRAME & LID	EACH	6	\$ 820.00	\$ 4,920.00	\$ 950.00	\$ 5,700.00	\$ 750.00	\$ 4,500.00
22	REMOVE SIGN PANEL ASSEMBLY	EACH	1	\$ 30.00	\$ 30.00	\$ 150.00	\$ 150.00	\$ 300.00	\$ 300.00
23	TELESCOPING STEEL SIGN SUPPORT	L.F.	43	\$ 12.25	\$ 526.75	\$ 30.00	\$ 1,290.00	\$ 35.00	\$ 1,505.00
24	SIGN PANEL, TYPE 1	S.F.	8	\$ 58.00	\$ 464.00	\$ 50.00	\$ 400.00	\$ 50.00	\$ 400.00
25	MODULAR RETAINING WALL	S.F.	79	\$ 15.00	\$ 1,185.00	\$ 111.00	\$ 8,769.00	\$ 89.00	\$ 7,031.00
26	TOPSOIL PLACEMENT, 4" AND SODDING	S.Y.	200	\$ 18.33	\$ 3,666.00	\$ 26.00	\$ 5,200.00	\$ 15.00	\$ 3,000.00
27	TOPSOIL PLACEMENT, 4" AND SEEDING	L.F.	7050	\$ 6.50	\$ 45,825.00	\$ 4.00	\$ 28,200.00	\$ 3.00	\$ 21,150.00
28	TOPSOIL PLACEMENT 4" & SEEDING WITH STRAW BLANKET	S.Y.	200	\$ 4.00	\$ 800.00	\$ 16.00	\$ 3,200.00	\$ 10.00	\$ 2,000.00
29	HANDHOLE TO BE ADJUSTED	EACH	1	\$ 750.00	\$ 750.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00
30	PORTABLE TOILET	Ea/CAL MC	1	\$ 342.50	\$ 342.50	\$ 400.00	\$ 400.00	\$ 700.00	\$ 700.00
31	CONTRACTOR FURNISHED CONSTRUCTION LAYOUT	L.S.	1	\$ 40,000.00	\$ 40,000.00	\$ 8,000.00	\$ 8,000.00	\$ 22,000.00	\$ 22,000.00
32	TRAFFIC CONTROL AND PROTECTION	L.S.	1	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	\$ 195,000.00	\$ 195,000.00
33	CONCRETE CURB AND GUTTER, B-6.12	L.F.	215	\$ 41.50	\$ 8,922.50	\$ 45.00	\$ 9,675.00	\$ 34.00	\$ 7,310.00
34	INSTALL EXISING SIGN PANEL	EACH	1	\$ 75.00	\$ 75.00	\$ 200.00	\$ 200.00	\$ 300.00	\$ 300.00
35	PAVEMENT PATCHING	S.Y.	384	\$ 65.25	\$ 25,056.00	\$ 88.00	\$ 33,792.00	\$ 70.00	\$ 26,880.00
36	SALVAGE FRAME CREDIT	EACH	26	\$ 250.00	\$ 6,500.00	\$ 100.00	\$ 2,600.00	\$ 100.00	\$ 2,600.00
37	REINFORCEMENT BARS, EPOXY COATED	L.F.	451	\$ 4.50	\$ 2,029.50	\$ 3.00	\$ 1,353.00	\$ 10.00	\$ 4,510.00
38	3-1/8" PERMEABLE BRICK PAVERS	S.Y.	514	\$ 135.00	\$ 69,390.00	\$ 85.00	\$ 43,690.00	\$ 145.00	\$ 74,530.00
39	PAVEMENT REMOVAL 8"	S.Y.	1453	\$ 35.00	\$ 50,855.00	\$ 35.00	\$ 50,855.00	\$ 33.00	\$ 47,949.00
<b>ITEMS TO BE FURNISHED AND CONSTRUCTED ONLY IF REQUESTED IN WRITING BY THE ENGINEER</b>									
AUP 1	EXPLORATION TRENCH	L.F.				\$ 120.00		\$ 110.00	\$ 175.00
AUP 2	POROUS GRANULAR EMBANKMENT	C.Y.				\$ 95.00		\$ 79.00	\$ 75.00
AUP 3	DRIVEWAY PAVEMENT REMOVAL AND HMA REPLACEMENT	S.Y.				\$ 83.00		\$ 69.00	\$ 290.00
AUP 4	CURB KEYWAY	L.F.				\$ 15.00		\$ 49.00	\$ 10.00
AUP 5	NEW TY B CURB	L.F.				\$ 48.00		\$ 47.00	\$ 65.00
AUP 6	THERMOPLASTIC PVMT. MARKING LINE, 6"	L.F.				\$ 30.00		\$ 10.00	\$ 25.00
AUP 7	THERMOPLASTIC PVMT MARKING - LINE, 24"	L.F.				\$ 120.00		\$ 35.00	\$ 100.00
AUP 8	REINFORCEMENT BARS, EPOXY COATED	L.F.				\$ 3.00		\$ 20.00	\$ 1.50
AUP 9	INTEGRAL CURB REMOVAL & REPLACEMENT	L.F.				\$ 85.00		\$ 52.00	\$ 90.00
AUP 10	DRIVEWAY PAVEMENT REMOVAL AND 8" P.C.C. REPL.	S.Y.				\$ 92.00		\$ 122.00	\$ 205.00
AUP 11	CURB BOXES TO BE ADJUSTED	EACH				\$ 600.00		\$ 900.00	\$ 250.00

<b>Total Bid:</b>	As Read:	<b>\$1,111,384.00</b>	<b>\$1,236,908.00</b>	<b>\$1,581,769.15</b>
	As Calculated:	<b>\$1,111,384.00</b>	<b>\$1,236,908.00</b>	<b>\$1,581,769.15</b>

**CITY OF DES PLAINES**

**RESOLUTION R - 77 - 23**

**A RESOLUTION APPROVING AN AGREEMENT WITH  
(AWARDED CONTRACTOR) FOR THE 2023 CAPITAL  
IMPROVEMENT PROGRAM CONCRETE  
IMPROVEMENTS, MFT-23-00000-01-GM.**

**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 Motor Fuel Tax Fund and Capital Projects Fund for use by the Department of Public Works and Engineering during the 2023 fiscal year for the 2023 Capital Improvement Program Concrete Improvements, which includes the removal and replacement of uneven sidewalk, deteriorated or settled curb and gutters, landscape restoration at various locations throughout the City, and alley reconstruction at one location in the City (collectively, the "*Work*"); and

**WHEREAS**, pursuant to Chapter Ten of Title One of the City of Des Plaines City Code, the City issued an invitation for bids for the performance of the Work; and

**WHEREAS**, the City received three bids, which were opened on March 23, 2023; and

**WHEREAS**, Martam Construction, Inc. ("*Contractor*") submitted the lowest responsible bid in the amount of \$1,111,384.00; and

**WHEREAS**, the City desires to enter into an agreement with Contractor for the performance of the Work in the not-to-exceed amount of \$1,111,384.00 ("*Agreement*"); and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to enter into the Agreement with 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 hereby authorizes and directs the Mayor and the City Clerk to execute and seal, on behalf of the

City, final Agreement only after receipt by the City Clerk of at least one executed copy of the Agreement from Contractor; provided, however, that if the City Clerk does not receive one executed copy of the Agreement from Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Agreement will, at the option of the City Council, be null and void.

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

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

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

---

**MAYOR**

ATTEST:

Approved as to form:

---

**CITY CLERK**

---

**Peter M. Friedman, General Counsel**

DP-Resolution Approving Agreement with Martam Construction, Inc. for 2023 CIP Concrete Improvements

Contractor's Name

Martam Construction, Inc.

Contractor's Address

1200 Gasket Drive

City

Elgin

State

IL

Zip Code

60120

STATE OF ILLINOIS

Local Public Agency

City of Des Plaines

County

Cook

Section Number

23-00000-01-GM

Street Name/Road Name

Various

Type of Funds

Motor Fuel Tax

CONTRACT BOND (when required)

**For a County and Road District Project**

Submitted/Approved

Highway Commissioner Signature & Date

Submitted/Approved

County Engineer/Superintendent of Highways Signature & Date

**For a Municipal Project**

Submitted/Approved/Passed

Signature & Date

Official Title

Mayor

**Department of Transportation**

Concurrence in approval of award

Regional Engineer Signature & Date

Local Public Agency	Local Street/Road Name	County	Section Number
City of Des Plaines	Various	Cook	23-00000-01-GM

1. THIS AGREEMENT, made and concluded the \_\_\_\_\_ day of \_\_\_\_\_ between the City \_\_\_\_\_  
of Des Plaines \_\_\_\_\_, known as the party of the first part, and Martam Construction, Inc. \_\_\_\_\_,  
its successor, and assigns, known as the party of the second part.

2. For and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this contract.

3. It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 23-00000-01-GM in City of Des Plaines \_\_\_\_\_, approved by the Illinois Department of Transportation on \_\_\_\_\_, are essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

Attest: The \_\_\_\_\_ City \_\_\_\_\_ of Des Plaines \_\_\_\_\_  
Local Public Agency Type Name of Local Public Agency

Clerk Signature & Date

(SEAL, if required by the LPA)

Party of the First Part Signature & Date

By:

(If a Corporation)

Corporate Name

President, Party of the Second Part Signature & Date

By:

(If a Limited Liability Corporation)

LLC Name

Manager or Authorized Member, Party of the Second Part

By:

(If a Partnership)

Partner Signature & Date

Partner Signature & Date

Partners doing Business under the firm name of Party of the Second Part

(If an individual)

Party of the Second Part Signature & Date

Attest:

Secretary Signature & Date

(SEAL, if required by the LPA)



Contractor's Name

*Martam Construction*

Contractor's Address

*1700 Basket Dr*

City

*Elgin*

State

*IL*

Zip Code

*60120*

Local Public Agency

City of Des Plaines

County

Cook

Section Number

23-00000-01-GM

Route(s) (Street/Road Name)

Various Locations

**Schedule for Multiple Bids**

Combination Letter	Section Included in Combinations	Total

**Schedule for Single Bid**

(For complete information covering these items, see plans and specifications.)

Item Number	Items	Unit	Quantity	Unit Price	Total
	Use Attached Spreadsheet				
	BLR 12201a				
	(Also See Attachment 1)				
Bidder's Total Proposal					

1. Each pay item should have a unit price and a total price.
2. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
3. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
4. A bid may be declared unacceptable if neither a unit price or total price is shown.

# RETURN WITH BID



Attachment 1

## SCHEDULE OF PRICES

A bid will be declared unacceptable if neither a unit price nor total price is shown.

Contractor's Name <b>Martam Construction, Inc.</b>			
Contractor's Address <b>1200 Gasket Dr.</b>	City <b>Elgin</b>	State <b>Illinois</b>	Zip Code <b>60120</b>
Local Public Agency <b>City of Des Plaines</b>	County <b>Cook</b>	Section Number <b>23-00000-01-GM</b>	
Route(s) (Street/Road Name) <b>Various</b>			

### Schedule for Multiple Bids

Combination Letter	Sections Included in Combinations	Total

### Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Item No.	Items	Unit	QTY	Unit Price	Total
1	TREE ROOT PRUNING	EACH	22	\$ 180.00	\$3,960.00
2	SIDEWALK REMOVAL	S.F.	14340	\$ 3.00	\$43,020.00
3	PCC SIDEWALK	S.F.	15119	\$ 12.00	\$181,428.00
4	DETECTABLE WARNINGS	S.F.	128	\$ 38.00	\$4,864.00
5	COMB. CURB AND GUTTER, REMOVAL AND REPLACEMENT, VARIOUS TYPES	L.F.	1693	\$ 54.00	\$91,422.00
6	INLET FILTER	EACH	8	\$ 250.00	\$2,000.00
7	TEMPORARY AGGREGATE, CA-6	TON	300	\$ 30.00	\$9,000.00
8	TEMPORARY PAVEMENT PATCH	TON	20	\$ 380.00	\$7,600.00
9	PAVEMENT REMOVAL, 20"	S.Y.	950	\$ 36.00	\$34,200.00
10	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	C.Y.	20	\$ 98.00	\$1,960.00
11	GRANULAR EMBANKMENT	C.Y.	20	\$ 91.00	\$1,820.00
12	EARTH EXCAVATION	C.Y.	29	\$ 98.00	\$2,842.00
13	EARTH EXCAVATION (WIDENING)	C.Y.	85	\$ 110.00	\$9,350.00
14	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	S.Y.	2205	\$ 3.00	\$6,615.00
15	CONCRETE RIBBON, PCC PAVEMENT, 8"	L.F.	2957	\$ 45.00	\$133,065.00
16	PCC PAVEMENT, 8"	S.Y.	807	\$ 118.00	\$95,226.00
17	PERVIOUS CONCRETE PAVEMENT, 8"	S.Y.	650	\$ 165.00	\$107,250.00
18	DRIVEWAY PAVEMENT REMOVAL AND 6" P.C.C. REPL.	S.Y.	549	\$ 83.00	\$45,567.00
19	HMA DRIVEWAY SURFACE COURSE, REMOVAL & REPL.	S.Y.	163	\$ 92.00	\$14,996.00
20	REMOVE AND RESET BRICK PAVERS	S.Y.	105	\$ 145.00	\$15,225.00
21	MH, CB, VV TO BE ADJUSTED, NEW FRAME & LID	EACH	6	\$ 950.00	\$5,700.00
22	REMOVE SIGN PANEL ASSEMBLY	EACH	1	\$ 150.00	\$150.00
23	TELESCOPING STEEL SIGN SUPPORT	L.F.	43	\$ 30.00	\$1,290.00
24	SIGN PANEL, TYPE 1	S.F.	8	\$ 50.00	\$400.00
25	MODULAR RETAINING WALL	S.F.	79	\$ 111.00	\$8,769.00
26	TOPSOIL PLACEMENT, 4" AND SODDING	S.Y.	200	\$ 26.00	\$5,200.00
27	TOPSOIL PLACEMENT, 4" AND SEEDING	L.F.	7050	\$ 4.00	\$28,200.00
28	TOPSOIL PLACEMENT 4" & SEEDING WITH STRAW BLANKET	S.Y.	200	\$ 16.00	\$3,200.00
29	HANDHOLE TO BE ADJUSTED	EACH	1	\$ 1,500.00	\$1,500.00
30	PORTABLE TOILET	Ea/CAL MO	1	\$ 400.00	\$400.00
31	CONTRACTOR FURNISHED CONSTRUCTION LAYOUT	L.S.	1	\$ 8,000.00	\$8,000.00
32	TRAFFIC CONTROL AND PROTECTION	L.S.	1	\$ 95,000.00	\$95,000.00
33	CONCRETE CURB AND GUTTER, B-6.12	L.F.	215	\$ 45.00	\$9,675.00
34	INSTALL EXISING SIGN PANEL	EACH	1	\$ 200.00	\$200.00

## RETURN WITH BID

Item No.	Items	Unit	QTY	Unit Price	Total
35	PAVEMENT PATCHING	S.Y.	384	\$ 88.00	\$33,792.00
36	SALVAGE FRAME CREDIT	EACH	26	\$ 100.00	\$2,600.00
37	REINFORCEMENT BARS, EPOXY COATED	L.F.	451	\$ 3.00	\$1,353.00
38	3-1/8" PERMEABLE BRICK PAVERS	S.Y.	514	\$ 85.00	\$43,690.00
39	PAVEMENT REMOVAL 8"	S.Y.	1453	\$ 35.00	\$50,855.00

**ITEMS TO BE FURNISHED AND CONSTRUCTED ONLY IF REQUESTED IN WRITING BY THE ENGINEER**

AUP 1	EXPLORATION TRENCH	L.F.			
AUP 2	POROUS GRANULAR EMBANKMENT	C.Y.			
AUP 3	DRIVEWAY PAVEMENT REMOVAL AND HMA REPLACEMENT	S.Y.			
AUP 4	CURB KEYWAY	L.F.			
AUP 5	NEW TY B CURB	L.F.			
AUP 6	THERMOPLASTIC PVMT. MARKING LINE, 6"	L.F.			
AUP 7	THERMOPLASTIC PVMT MARKING - LINE, 24"	L.F.			
AUP 8	REINFORCEMENT BARS, EPOXY COATED	L.F.			
AUP 9	INTEGRAL CURB REMOVAL & REPLACEMENT	L.F.			
AUP 10	DRIVEWAY PAVEMENT REMOVAL AND 8" P.C.C. REPL.	S.Y.			
AUP 11	CURB BOXES TO BE ADJUSTED	EACH			
				Bidder's Total Proposal	\$1,111,384.00



STATE OF ILLINOIS        )  
                                          )  
COUNTY OF \_\_COOK\_\_    )        SS

CONTRACTOR’S CERTIFICATION

**Robert Kutrovatz**, 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\_\_.

***Martam Construction, Inc.***

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

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

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

Attest:  
By: \_\_\_\_\_

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

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

Subscribed and Sworn to before me on \_\_\_\_\_, 20\_\_.

My Commission expires: \_\_\_\_\_

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

(SEAL)

**2023 CIP Concrete Program MFT 23-00000-01-GM**



**OWNER  
CITY OF DES PLAINES**

Prepared By

CITY OF DES PLAINES  
PUBLIC WORKS AND ENGINEERING DEPARTMENT  
1420 MINER STREET/NORTHWEST HIGHWAY  
DES PLAINES, ILLINOIS 60016

**CITY OF DES PLAINES  
 CONTRACT FOR THE CONSTRUCTION  
 OF  
 2023 CIP Concrete Program MFT 23-00000-01-GM**

**ATTACHMENT 2**

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

**1. Project: 2023 CIP Concrete Program MFT 23-00000-01-GM**

The scope of work includes removal and replacement of sidewalk, curb and gutter, driveway aprons, construction of new sidewalk, alley reconstruction using pervious concrete standards, landscape restoration with sod and seeding and other miscellaneous items at various locations in Des Plaines.

**2. Work Site:**

Sidewalk and curb replacement will be done at various locations within the City of Des Plaines.

The new ADA sidewalk corner will be constructed in front of 1629 Sycamore St and the new Pace Bus Pad will be constructed on the NW Corner of Graceland and Thacker St.

The Alley improvements are at the following locations:

<b>ALLEY BETWEEN STREETS</b>	<b>LIMITS</b>
HENRY/WALNUT	CORA to WHITE
OAKTON/RIVERVIEW	LINDEN to WHITE
<u>LAUREL/GRACELAND</u>	<u>PRARIE to MARION</u>

**3. Permits, Licenses, Approvals, and Authorizations:**

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



[Identify permits, licenses, and approvals obtained, or to be obtained, by Owner]

MWRD – Watershed Management Ordinance (WMO) Permit

No Exceptions

4. **Commencement Date:**

the date of execution of the Contract by Owner.

10 days after execution of the Contract by Owner.

[Click here to enter a date.](#)

5. **Completion Date:**

**Starting and Substantial Completion Dates:**

The following starting and substantial completion dates apply to this contract as designated by street:

\_\_\_\_\_ days after the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

**Thursday, August 31, 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.

**DP LIBRARY PLAZA Start Date: April 10,2023; Completion Date: On or before 05/15/2023.**

**HENRY/WALNUT ALLEY, OAKTON/RIVERVIEW & LAUREL GRACELAND ALLEYS**

**Start Date: Concurrent with or After Completion of DP Library Plaza; Completion Date: On or before 08/31/2023.**

**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**

**Tuesday, July 04, 2023**

**Monday, September 04, 2023**

**Monday, October 09, 2023**

**Memorial Day Holiday**

**Independence Day Holiday**

**Labor Day Holiday**

**Columbus Day 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.

**Progress Schedule.** The Contractor shall submit, for approval by the Engineer, a Progress Schedule, which complies with the requirements of these specifications, and Completion Dates. The Progress Schedule shall include an Estimate of Time and/or Performance Rate for each controlling pay item. Once a Progress Schedule is approved, there shall be no deviation without the written approval of the Engineer.

**If the Contractor falls 10 or more working days behind the Approved Progress Schedule, they shall provide the Engineer with a revised Progress Schedule that complies with the requirements of the Contract for the Engineer's review.**

**TIME IS OF THE ESSENCE ON THIS CONTRACT AND LIQUIDATED DAMAGES WILL BE ASSESSED FOR EACH DAY THAT THE WORK REMAINS INCOMPLETE PAST THE STATED COMPLETION DATE.**

**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:

Comprehensive General Liability, Comprehensive Motor Vehicle Liability, and Umbrella Policy.

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:

Additional Insured

Policy or Policies

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 2016, 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 1, 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 SCHEDULE OF PRICES  
SEE BLR 12201a (ATTACHMENT 1)**

<u>Unit Price Item</u>	<u>Unit</u>	Approximate Number of <u>Units</u>	<u>Price Per Unit</u>	<u>Extension</u>
1			\$ _____	\$ _____
2			\$ _____	\$ _____
3			\$ _____	\$ _____

TOTAL CONTRACT PRICE (*write in numbers only*):

\$ \_\_\_\_\_



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>	Approximate Number of <u>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 1 to the Contract or, in the absence of such description, on the basis determined by Owner. The number of units of Unit Price Items stated in the Schedule of Prices are Owner’s estimate only and may not be used in establishing the Progress or Final Payments due Contractor. The Contract Price will be adjusted to reflect the actual number of acceptable units of Unit Price Items installed and complete in place upon Final Acceptance.

C. Application of Payments. All Progress and Final Payments made by Owner to Contractor will be applied to the payment or reimbursement of the costs with respect to which they were paid and will not be applied to or used for any pre-existing or unrelated debt between Contractor and Owner or between Contractor and any third party.

9. **Per Diem Administrative Charge:**

\$ per IDOT SSRB

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 5 for any special project requirements.

**CITY OF DES PLAINES  
 CONTRACT FOR THE CONSTRUCTION OF  
 2023 CIP Concrete Program MFT 23-00000-01-GM**

**ATTACHMENT 3**

**SPECIFICATIONS**

**INDEX OF SPECIAL PROVISIONS**

The following Index is provided for the Bidder's convenience only. Bidders are advised to thoroughly read each Special Provision and familiarize themselves with their content.

PAGE NUMBER	DESCRIPTION
1	SPECIAL PROVISIONS
2	CONTRACTOR SAFETY RESPONSIBILITY
2	COOPERATION BY CONTRACTOR
3	DIRT ON PAVEMENT
3	OBSTRUCTION OF STREETS AND RIGHTS OF WAY
3	TESTING OF MATERIALS
4	RECORD DRAWING SURVEY POINT FILE
5	SIDEWALK REMOVAL, PORTLAND CEMENT CONCRETE SIDEWALK, DETECTABLE WARNINGS
6	REINFORCEMENT BARS, EPOXY COATED
6	COMBINATION CONCRETE CURB AND GUTTER, REMOVAL AND REPLACEMENT
7-8	INTEGRAL CURB AND GUTTER REMOVAL AND REPLACEMENT
9	CURB KEYWAY
9	PAVEMENT PATCHING
10	TEMPORARY AGGREGATE, CA-6
11	TEMPORARY PAVEMENT PATCH
11	PAVEMENT REMOVAL, (8", 20")
12	CONCRETE RIBBON, PCC PAVEMENT
13	PERVIOUS CONCRETE PAVEMENT, 8 INCH
15	DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT IN PORTLAND CEMENT CONCRETE
16	HOT-MIX ASPHALT DRIVEWAY SURFACE COURSE REMOVAL AND REPLACEMENT
17	REMOVE AND RESET BRICK PAVER DRIVEWAY APRON

18	CURB BOXES TO BE ADJUSTED
18	SIGN PANEL, TYPE 1
19	TOPSOIL PLACEMENT 4 INCHES AND SODDING
20	TOPSOIL PLACEMENT 4 INCHES AND SEEDING
21	TOPSOIL PLACEMENT 4 INCHES AND SEEDING WITH STRAW BLANKET
22	PORTABLE TOILETS
22	TRAFFIC CONTROL AND PROTECTION
23	EXPLORATION TRENCH
23	HOT-MIX ASPHALT DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT
24	INSTALL EXISTING SIGN PANEL
25	MANHOLE, CATCH BASIN, VALVE VAULT ADJ & RRECON
27	CHECK SHEET FOR RECURRING SPECIAL PROVISIONS
30	CHECK SHEET FOR BDE SPECIAL PROVISIONS
32	COMPENSABLE DELAY COSTS (BDE)
36	CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)
39	SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)
40	VEHICLE AND EQUIPMENT WARNING LIGHTS (BDE)
41	WORK ZONE TRAFFIC CONTROL DEVICES (BDE)
43	EQUIPMENT RENTAL RATES (LR 109)
44	CONSTRUCTION AND MAINTENANCE SIGNS (LR 702)

OTHER ATTACHMENTS:  
 IDOT HIGHWAY STANDARDS  
 NO PARKING SIGN  
 SOIL BORING INFORMATION  
 STORMWATER POLLUTION PREVENTION PLAN

**CITY OF DES PLAINES  
 CONTRACT FOR THE CONSTRUCTION  
 OF  
 2023 CIP Concrete Program MFT 23-00000-01-GM**

**ATTACHMENT 4**

LIST OF DRAWINGS

INDEX OF SHEETS	
Sheet No.	Description
1	COVER SHEET
2	LEGEND
3	SUMMARY OF QTYS
4	TYPICAL SECTIONS (ALLEYS)
5	SYCAMORE ADA & GRACELAND BUS PAD
6	DES PLAINES LIBRARY PLAZA
7-8	HENRY-WALNUT ALLEY
9-10	TYPICAL DETAILS
11	EROSION AND SEDIMENT CONTROL DETAILS

**CITY OF DES PLAINES  
CONTRACT FOR THE CONSTRUCTION  
OF  
2023 CIP Concrete Program MFT 23-00000-01-GM**

**ATTACHMENT 5**

**SPECIAL PROJECT REQUIREMENTS**

**ACCELERATED SHOP DRAWING SUBMITTALS**

Due to potential material shortages and delays, the City requires that all shop drawings, catalog cuts and other material certifications that affect critical path items be submitted NO LATER THAN 5 DAYS after the Notice to Proceed is executed.

**PRE-CONSTRUCTION MEETING**

Prior to commencing any construction operations, there shall be a Pre-Construction Meeting conducted at the Public Works and Engineering Office, Des Plaines Civic Center, 1420 Miner Street, Room 504. The Engineer will set the date and time of the Pre-Construction Meeting after execution of the Contract by both parties. The Contractor's full time Superintendent must attend the Pre-Construction meeting.

The following shall be submitted for review at the Pre-Construction meeting:

Progress Schedule (submit 3 working days prior) for review

Superintendent 24-hour emergency phone number, field phone number, pager number and cellular telephone number

Name and 24-hour emergency telephone number of the person in the direct employ of the Contractor who is responsible for administrating the Traffic Control on the Contract.

List of Subcontractors, including quantity and type of work to be sublet, their qualifications, references and certified copies of their subcontract agreements.

List of Material Suppliers and phone numbers

Mix Designs for concrete and hot-mix asphalt items to be incorporated in the Contract

All Subcontractors are required to either attend the Pre-Construction meeting or attend a Field Pre-Construction meeting with the Resident Engineer and the Contractor's Superintendent prior to the beginning of any sub-let work.

## **CLAIMS**

The Contractor agrees to save and hold harmless the Owner and the Engineer from all claims, demands, suits, judgment decrees, including costs, expenses and attorney fees on account of, or arising out of the use of the streets or sidewalks, or resulting from the excavations, openings, obstructions, or defects that may be made or left in the streets or sidewalks by the Contractor or their several agents, or any other person engaged in the performance of this Contract.

The Contractor shall save the Owner and the Engineer harmless from all claims, demands, suits, judgment decrees, including costs, expenses and attorney fees on account of, or arising out of any infringement of any patent rights or royalties claimed by any one on account of machinery, instrument tools, materials, principals or processes used by them or about said work.

### **PROCEDURE FOR RESOLVING PROPERTY DAMAGE CLAIMS**

The General Contractor agrees to adhere to the following procedure to resolve all property damage claims that are related to the performance of all Work on this Contract. It is the responsibility of the General Contractor to require that all Subcontractors and Material Suppliers follow this claim procedure. The City reserves the right to withhold one and one half times the estimated cost of the damages from sums due the General Contractor until all claims related to performance of their Work are resolved as herein provided.

Upon receipt of a claim against the General Contractor for property damage allegedly caused or related to the performance of their Work under this Contract, the General Contractor shall, within 5 working days of receipt of such claim:

Acknowledge the claim, in writing, to the property owner.

Furnish the Engineer with written acknowledgement of receipt of the claim, including a copy of the claim and all information related to it.

If the claim is not settled (or the General Contractor does not agree to settle the claim) within 5 days, the General Contractor shall:

Forward the claim to the General Contractor's Insurance Carrier.

Furnish the Engineer with a copy of the Insurance Carrier's written acknowledgement of receipt of the claim

The General Contractor shall either settle or deny the claim within 60 calendar days from initial receipt of the claim, the General Contractor shall:



Notify the Engineer, in writing, of claims that have been settled or denied, including the terms of the settlement or the reason for the denial.

Notify the property owner if there is a decision to deny their claim and shall include in the Notice of Denial the name and address of the person authorized to accept service of process on behalf of the General Contractor.

When a claim is allowed in any amount, within 30 days of the award, pay to the property owner the amount of the award.

If the Contractor does not make payment to the property owner within the 30 day period, the Owner shall be authorized to make the payment in the amount of the award on behalf of the General Contractor and deduct the amount of the payment from the amount due the General Contractor on the next payment due the Contractor under this Contract.

**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 20, 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 7:00 p.m. in the Eleanor Rohrbach Memorial Council Chambers, Des Plaines Civic Center on Monday, March 20, 2023.

**ROLL CALL**

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

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

**PRAYER AND PLEDGE**

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

**ALDERMAN ANNOUNCEMENTS**

Alderman Zadrozny reminded residents that early voting started today.

**CONSENT AGENDA**

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

Upon voice vote, the vote was:

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

NAYS: 0 - None

ABSENT: 2 - Oskerka, Brookman

Motion declared carried.

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

Upon roll call, the vote was:

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

NAYS: 0 - None

ABSENT: 2 - Oskerka, Brookman

Motion declared carried.

Minutes were approved; Resolutions R-60-23, R-62-23, R-63-23, R-64-23, R-67-23 were adopted.

**APPROVE & AUTH/  
POLICE TRAIN/  
MID-SOUTH INST  
Consent Agenda**

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

**Resolution  
R-60-23**

**APPROVE TSK ORD  
9/ ENG SVCS/ M.E.  
SIMPSON CO  
Consent Agenda**

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

**Resolution  
R-62-23**

**APPROVE AGRMT/  
PAINT WTR TANK/  
ERA VALDIVIA**  
Consent Agenda

Moved by Zadrozny, seconded by Chester, to Approve Resolution R-63-23, A RESOLUTION APPROVING AN AGREEMENT WITH ERA VALDIVIA CONTRACORS, INC., FOR THE PAINTING OF THE DULLES WATER TANK. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-63-23**

**APPROVE AGRMT/  
PURCH SWEEPER/  
STD EQUIP CO**  
Consent Agenda

Moved by Zadrozny, seconded by Chester, to Approve Resolution R-64-23, A RESOLUTION APPROVING AN AGREEMENT WITH STANDARD EQUIPMENT COMPANY FOR THE PURCHASE OF ONE TENNANT MODEL S30XP INDUSTRIAL SWEEPER. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-64-23**

**APPROVE IGA/  
PARK USE/ MPPD**  
Consent Agenda

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

**Resolution  
R-67-23**

**APPROVE  
MINUTES**  
Consent Agenda

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

**APPROVE  
MINUTES**  
Consent Agenda

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

**UNFINISHED  
BUSINESS**

**CONSIDER COND  
USE PERMIT AT 827  
ELMHURST RD**  
Ordinance  
Z-3-23

Petitioner has withdrawn this request and will resubmit pursuant to the Zoning Ordinance. No action was taken.

**NEW BUSINESS**

**FINANCE & ADMINISTRATION** – Alderman Zadrozny, Chair

**WARRANT  
REGISTER**  
Resolution  
R-65-23

Alderman Zadrozny presented the Warrant Register.

Moved by Zadrozny, seconded by Ebrahimi, to Approve the Warrant Register of March 20, 2023 in the Amount of \$3,169,178.35 and Approve Resolution R-65-23.

Upon roll call, the vote was:

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

NAYS: 0 - None

ABSENT: 2 - Oskerka, Brookman

Motion declared carried.

**COMMUNITY DEVELOPMENT** – Alderman Chester, Chair

**CONSIDER**  
**AMENDING THE**  
**TEXT OF THE**  
**ZONING**  
**ORDINANCE**  
**REGARDING**  
**FENCES,**  
**TRELLISES,**  
**ARBORS AND**  
**YARD FEATURES**  
**Ordinance**  
**Z-6-23**

Director of Community & Economic Development Carlisle reviewed a memorandum dated March 20, 2023.

The City Council considered 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.

The PZB recommended approval 7-0 of Ordinance Z-6-2.

Moved by Chester, seconded by Lysakowski, to Approve the Ordinance Z-6-23, AN ORDINANCE AMENDING THE TEXT OF THE DES PLAINES ZONING ORDINANCE REGARDING FENCES, TRELLISES, ARBORS AND YARD FEATURES.

Upon voice vote, the vote was:

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

NAYS: 0 - None

ABSENT: 2 - Oskerka, Brookman

Motion declared carried.

**CONSIDER**  
**AMENDING THE**  
**LOCAL AMEND TO**  
**THE BLDG CODE**  
**REGARDING**  
**WORK EXEMPT**  
**FROM PERMIT**  
**Ordinance**  
**M-8-23**

Director of Community & Economic Development Carlisle reviewed a memorandum dated March 9, 2023.

The City Council considered 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.

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

Upon voice vote, the vote was:

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

NAYS: 0 - None

ABSENT: 2 - Oskerka, Brookman

Motion declared carried.

**CONSIDER**  
**AMENDING CITY**  
**CODE REGARDING**  
**KEEPING OF**  
**CHICKENS**  
**Ordinance**  
**M-9-23**

Director of Community & Economic Development Carlisle reviewed a memorandum dated March 9, 2023.

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 determined if the program would continue on a temporary (extended pilot) or permanent basis.

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 summarized amendments are:

- 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.

Moved by Chester, seconded by Moylan, to Approve the Ordinance M-9-23, AN ORDINANCE AMENDING SECTION 6-1-1OF THE CITY CODE REGARDING THE KEEPING OF CHICKENS.

Upon voice vote, the vote was:

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

NAYS: 0 - None

ABSENT: 2 - Oskerka, Brookman

Motion declared carried.

**CONSIDER**  
**SUPPORT AND**  
**CONSENT TO**  
**APPROVAL OF**  
**CLASS 6b FOR 55**  
**HOWARD AVE**  
**Resolution**  
**R-66-23**

Director of Community & Economic Development Carlisle reviewed a memorandum dated March 9, 2023.

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).

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. 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. 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.

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

Moved by Chester, seconded by Moylan, to Approve the Resolution R-66-23, A RESOLUTION SUPPORTING AND CONSENTING TO APPROVAL OF CLASS 6b CLASSIFICATION FOR THE PROPERTY AT 55 HOWARD AVE.

Upon roll call, the vote was:

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

NAYS: 0 - None

ABSENT: 2 - Oskerka, Brookman

Motion declared carried.

**ENGINEERING** – Alderman Lysakowski, Chair

**DISCUSSION AND  
UPDATE ON THE  
ALGONQUIN RD  
GRADE  
SEPARATION  
PROJECT**

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 USDOT Act of 1966. 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.

Dave Block, a representative from TranSystems, gave an overview of the proposed improvements, current status, and next steps for an overpass over UPRR on Algonquin Road.

Discussion ensued among the Aldermen and the Mayor regarding the details of the projected development.

Des Plaines Park District Executive Director Don Miletic, Des Plaines Park District Board President Erin Doerr, and Des Plaines Park District Board Member Jim Grady spoke on behalf of the park district and expressed concerns regarding the impact the overpass may have on the park district property.

A couple residents asked about the status of other alternatives, and expressed their concerns of the overpass being located on Algonquin Road.

Staff answered questioned regarding the construction process.

**CLOSED SESSION**

Mayor Goczkowski entertained a motion to go into closed session under the following sections of the Open Meetings Act – Property Acquisition and Probable or Imminent Litigation.

Moved by Lysakowski, seconded by Zadrozny to convene into Closed Session under the following sections of the Open Meetings Act – Property Acquisition and Probable or Imminent Litigation.

Upon voice vote, the vote was:

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

NAYS: 0 - None

ABSENT: 2 - Oskerka, Brookman

Motion declared carried.

Mayor Goczkowski stated the City Council will adjourn the regular meeting coinciding with adjournment of the closed session.

The City Council recessed at 8:36 p.m.

**ADJOURNMENT**

The meeting adjourned at 9:02 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 22, 2023  
To: Michael G. Bartholomew, City Manager  
From: Dorothy Wisniewski, Assistant City Manager/Director of Finance  
Subject: Resolution R-73-23, April 3, 2023, Warrant Register

**Recommendation:** I recommend that the City Council approve the April 3, 2023, Warrant Register Resolution R-73-23.

Warrant Register.....\$3,899,120.36

**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 1<sup>st</sup> & 2<sup>nd</sup> installments of property tax revenue.*



**CITY OF DES PLAINES**

**RESOLUTION**

**R-73-23**

**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.**

**April 3, 2023**

# City of Des Plaines

## Warrant Register 04/03/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Fund: 100 - General Fund</b>					
<b>Department: 00 - Non Departmental</b>					
1	4631	Nonresident Ambulance Fees	8816 Centella, Cynthia	DPIL-2137072:1 Medical Reimbursement DOS 09/11/2021	1,040.00
2	4631	Nonresident Ambulance Fees	8815 Cigna Great West	DPIL-2239664:1 Medical Reimbursement DOS 09/06/2022	1,249.20
3	4631	Nonresident Ambulance Fees	1459 Blue Cross Blue Shield of Illinois	DPIL-2243578:1 Medical Reimbursement DOS 09/29/2022	1,267.20
<b>Total 00 - Non Departmental</b>					<b>3,556.40</b>

Elected Office					
<b>Division: 110 - Legislative</b>					
4	6000	Professional Services	8452 Anderson Legislative Consulting LTD	03-2023 Lobbyist Services - March 2023 - R-116-22	5,420.00
<b>Total 110 - Legislative</b>					<b>5,420.00</b>

City Clerk					
<b>Division: 120 - City Clerk</b>					
5	6100	Publication of Notices	1050 Journal & Topics Newspapers	189651 Legal Notice - 2023 Lead Service Line Project 02/22/2023	95.21
6	6100	Publication of Notices	1050 Journal & Topics Newspapers	189734 Legal Notice - Crack Sealing Program 03/08/2023	94.05
7	6120	Recording Fees	1139 Cook County of Illinois	29001312023 Recording Fee for One Plat 01/19/2023	133.00
8	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8003503719 Shredding Services 02/24/2023	19.88
9	7500	Postage & Parcel	1041 Federal Express	8-054-04719 Shipping Charge to Elrod Friedman 02/21/2023	12.96
<b>Total 120 - City Clerk</b>					<b>355.10</b>

<b>Total 10 - Elected Office</b>					<b>5,775.10</b>
----------------------------------	--	--	--	--	-----------------

City Administration					
<b>Division: 210 - City Manager</b>					
10	6000	Professional Services	8453 Raucci & Sullivan Strategies LLC	3984 Lobbyist Services - March 2023 - R-193-22	5,000.00
11	6009	Legal Fees - Admin Hearings/Prosecutions	1073 Bartel, Raymond	23-05 Legal Fees - Administrative Hearings & Traffic Court March 2023	845.00
12	6010	Legal Fees - Labor & Employment	1127 Clark Baird Smith LLP	16580 Legal Fees - February 2023	11,850.00
<b>Total 210 - City Manager</b>					<b>17,695.00</b>

Information Technology					
<b>Division: 230 - Information Technology</b>					
13	6105	Records Preservation	1370 Microsystems Inc	086792 Scanning for Engineering Department 09/15/2022-02/10/2023	6,890.63
14	6300	R&M Software	5934 Tyler Technologies Inc	045-398865 New World Logos ERP Maintenance 1/1/23 - 12/31/23 R-45-23	139,705.40
15	6305	R&M Equipment	8399 Park Place Technologies LLC	PUSA1009009265 1 Service Maintenance Contract 4/1/23-4/30/23	52.12
16	7320	Equipment < \$5,000	1026 CDW LLC	HC40818 Panasonic 1080P Outdoor Dome Cam	1,252.92
<b>Total 230 - Information Technology</b>					<b>147,901.07</b>

# City of Des Plaines

## Warrant Register 04/03/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
<b>Division: 250 - Human Resources</b>						
17	5340	Pre-Employment Testing	1267 Northwest Community Hospital	30027	1 Post, 1 Pre-Employment Testing 2/09-2/20/2023	50.00
18	5340	Pre-Employment Testing	8533 Justifacts Credential Verification	364079	New Hire Pre-Employment Background Screening Services - 2/13/23	145.35
19	5345	Post-Employment Testing	1267 Northwest Community Hospital	30027	1 Post, 1 Pre-Employment Testing 2/09-2/20/2023	66.00
20	6000	Professional Services	1127 Clark Baird Smith LLP	16580	Legal Fees - February 2023	365.00
21	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8003503719	Shredding Services 02/24/2023	19.90
<b>Total 250 - Human Resources</b>					<b>646.25</b>	

<b>Total 20 - City Administration</b>	<b>166,242.32</b>
---------------------------------------	-------------------

<b>Department: 30 - Finance</b>						
22	6110	Printing Services	1106 Chromatech Printing Inc	9318/26367	2500 3-Part Receipt Forms (Numbered) 03/03/2023-Finance	1,285.00
23	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8003503719	Shredding Services 02/24/2023	19.90
<b>Total 30 - Finance</b>					<b>1,304.90</b>	

<b>Community Development</b>						
<b>Division: 410 - Building &amp; Code Enforcement</b>						
24	6025	Administrative Services	7961 BridgePay Network Solutions LLC	11785	Utility Web & Business License Transaction Fees Feb 2023	13.70
25	6110	Printing Services	1106 Chromatech Printing Inc	9317/26370	250 CED Resale Inspection Forms 3/1/2023	164.00
26	7000	Office Supplies	1644 Warehouse Direct Inc	5446592-0	10 Boxes of Copy Paper	613.10
<b>Total 410 - Building &amp; Code Enforcement</b>					<b>790.80</b>	

<b>Division: 430 - Economic Development</b>						
27	6000	Professional Services	5215 CoStar Realty Information Inc	120275869	2023 Available Properties Database March	473.78
28	6108	Public Relations & Communications	8814 Small Business Expo LLC	902557	Small Business Expo on April 26, 2023 - 10x10 Booth & Power Drop	4,001.50
<b>Total 430 - Economic Development</b>					<b>4,475.28</b>	

<b>Total 40 - Community Development</b>	<b>5,266.08</b>
-----------------------------------------	-----------------

<b>Public Works &amp; Engineering</b>						
<b>Division: 100 - Administration</b>						
29	6040	Waste Hauling & Debris Removal	6988 Lighting Resources LLC	53-16193	Light Bulb Recycling - 02/28/2023	1,272.10
<b>Total 100 - Administration</b>					<b>1,272.10</b>	

<b>Division: 510 - Engineering</b>						
30	6305	R&M Equipment	8632 Imaging Essentials Inc	CONTINV003134	Engineering Plotter Service Contract 03/01/23-02/29/24	1,209.00
<b>Total 510 - Engineering</b>					<b>1,209.00</b>	

<b>Division: 530 - Street Maintenance</b>						
31	6040	Waste Hauling & Debris Removal	7691 Builders Asphalt LLC	112839	14.00 Loads Asphalt Grindings Disposal - 02/15/2023	1,400.00

# City of Des Plaines

## Warrant Register 04/03/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
32	6040	Waste Hauling & Debris Removal	7691 Builders Asphalt LLC	112840	13.00 Loads Asphalt Grindings Disposal - 02/28/2023	1,300.00
33	6135	Rentals	1484 Thompson Rental Station Inc	603975-1	Generator & Cord Rental - Food Pantry - 03/03/2023	302.70
34	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	30243	72 Parkway Tree Removals - 02/28/2023, R-143-22	44,387.82
35	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	30246	Parkway Tree Trimming - Zone 1 - 02/28/2023, R-143-22	21,047.74
36	6175	Tree Plantings	5364 Conserv FS Inc	65151639	750 Treegator Bags - Tree Planting	11,812.50
37	6195	Miscellaneous Contractual Services	1367 Meade Inc	703984	EVP Repairs - Northwest Hwy & Broadway - 03/10/23	846.00
38	6325	R&M Street Lights	1044 H&H Electric Co	40480	Streetlight Repairs - Various Locations - 11/30/2022	0.08
39	6325	R&M Street Lights	1044 H&H Electric Co	40480	Streetlight Repairs - Various Locations - 11/30/2022	2,510.41
40	6325	R&M Street Lights	1044 H&H Electric Co	40608	Streetlight Repair - Golf & Broadway - 12/07-12/09/2022	4,451.93
41	6325	R&M Street Lights	1044 H&H Electric Co	40609	Streetlight Repair - Oakton & White - 12/09/2022	822.58
42	6325	R&M Street Lights	1044 H&H Electric Co	40655	Streetlight Repair - Various Locations - 12/16/2022	1,191.26
43	6325	R&M Street Lights	1044 H&H Electric Co	40656	Streetlight Repairs - Route 14 & Broadway - 12/21/2022	469.89
44	6325	R&M Street Lights	1044 H&H Electric Co	40962	Streetlight Repairs - Wille Rd - 02/07/2023	1,039.60
45	6325	R&M Street Lights	1044 H&H Electric Co	40964	Light Pole Replacement - Golf & Broadway 02/10-02/11/2023	3,517.41
46	6325	R&M Street Lights	1044 H&H Electric Co	40965	Streetlight Inspection - Pearson/Miner - 02/13/2023	402.38
47	6325	R&M Street Lights	1044 H&H Electric Co	40966	Streetlight Repairs - 674 Metropolitan - 02/17/2023	288.33
48	7000	Office Supplies	1644 Warehouse Direct Inc	5414268-0	Laminating Pouches, Sharpie Markers, Paper - PW	19.44
49	7000	Office Supplies	1644 Warehouse Direct Inc	5438184-0	Writing Pad, Pens, Scissors, Paper - PW	18.63
50	7020	Supplies - Safety	1043 WW Grainger Inc	9626848346	Flammable Safety Cabinet - Forestry	648.41
51	7020	Supplies - Safety	1520 Russo Power Equipment	SPI20095198	Ear Muffs & Face Visor	87.98
52	7035	Supplies - Equipment R&M	5986 Midwest Paving Equipment Inc	2469	Plunger Pin	96.62
53	7035	Supplies - Equipment R&M	1047 Home Depot Credit Svcs	4020969	Tarp - PW Salt Dome	64.98
54	7035	Supplies - Equipment R&M	1520 Russo Power Equipment	SPI20095197	Filler Cap & Chain Loop	55.98
55	7055	Supplies - Street R&M	1057 Menard Incorporated	13731	Sign Installation Material	237.41
56	7300	Uniforms	2067 Cutler Workwear	PS-INV017368	Quartermaster Jeans - Streets & Water Operators	205.15
57	7320	Equipment < \$5,000	1520 Russo Power Equipment	SPI20059084	Backpack Blower - Forestry	503.00
<b>Total 530 - Street Maintenance</b>						<b>97,728.23</b>

# City of Des Plaines

## Warrant Register 04/03/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
<b>Division: 535 - Facilities &amp; Grounds Maintenance</b>						
58	6000	Professional Services	3338 Gabriel Environmental Services	0223A0075	Asbestos Testing - PW - 02/01/2023	785.00
59	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	01-533	Exterior Pest Control - City Hall & Police - 01/01/2023	80.00
60	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	01-534	Interior Pest Control - City Hall & Police - 01/01/2023	193.00
61	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	03-2747	Quarterly Interior Pest Control - 7 Buildings - 03/01/2023	605.00
62	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	102651	Pest Control - Downtown - 11/15/2022	294.00
63	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	102652	Pest Control - Food Pantry - 11/28/2023	118.00
64	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	102653	Pest Control - Downtown - 12/20/2022	290.00
65	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	102669	Exterior Pest Control - Downtown - 01/11/2023	289.00
66	6195	Miscellaneous Contractual Services	1311 Hill/Ahern Fire Protection LLC	12489	Sprinkler Inspection - PW - 02/06/2023	300.00
67	6195	Miscellaneous Contractual Services	1311 Hill/Ahern Fire Protection LLC	12490	Sprinkler Inspection - Fire Station #63 - 03/07/2023	300.00
68	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	33455	Pest Control - Food Pantry - 02/17/2023	288.00
69	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4144619428	Mat Service - Metra Train Station - 01/25/2023	35.55
70	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4144619502	Mat Service - Police Station - 01/25/2023	128.85
71	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4148114194	Mat Service - Metra Train Station - 03/01/2023	35.55
72	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4148816749	Mat Service - Police Station - 03/08/2023	128.85
73	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4148816822	Mat Service - Metra Train Station - 03/08/2023	35.55
74	6195	Miscellaneous Contractual Services	5214 State Industrial Products	902820131	Drain Maintenance Program 03/08/2023 - City Hall	115.93
75	6195	Miscellaneous Contractual Services	8049 Cross Points Sales Inc	P 80510	Fire Alarm Testing - 02/16/2023	1,902.00
76	6195	Miscellaneous Contractual Services	8049 Cross Points Sales Inc	P 80511	Fire Alarm Testing - Fire Stations #61, #62, #63 - 02/17/2023	980.00
77	6315	R&M Buildings & Structures	1025 Bedco Inc	098664	Service Contract - 03/10/2023, R-220-22	1,523.75
78	6315	R&M Buildings & Structures	1025 Bedco Inc	098664	Service Contract - 03/10/2023, R-220-22	1,523.75
79	6315	R&M Buildings & Structures	1135 Colley Elevator Co	239258	Elevator Inspection - Theater - 03/01/2023	185.00
80	6315	R&M Buildings & Structures	5440 Manusos General Contracting Inc	6597	Repair & Inspection - Fire Station #61 - 03/02/2023	1,036.35

# City of Des Plaines

## Warrant Register 04/03/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
81	6315	R&M Buildings & Structures	7146 JOS Services Inc	9625	Sewer Rodding - Fire Station #61-02/28/2023	950.00
82	6315	R&M Buildings & Structures	8772 Helm Service	CHI189914	HVAC Repair - PW - 02/17/2023, R-228-22	354.00
83	6315	R&M Buildings & Structures	8772 Helm Service	CHI189915	HVAC Repair - PW - 02/17/2023, R-228-22	750.00
84	6315	R&M Buildings & Structures	5969 Security Equipment Supply Inc	U38400	4 Door Access Controllers & Latch Kit 02/13/2023 - City Hall	3,159.41
85	7000	Office Supplies	1644 Warehouse Direct Inc	5414268-0	Laminating Pouches, Sharpie Markers, Paper - PW	19.44
86	7000	Office Supplies	1644 Warehouse Direct Inc	5438184-0	Writing Pad, Pens, Scissors, Paper - PW	18.63
87	7020	Supplies - Safety	1047 Home Depot Credit Svcs	0510882	Knee Pads - Leela Building	34.97
88	7020	Supplies - Safety	1047 Home Depot Credit Svcs	1020152	Gloves, Lead Test, Etc. - Leela Building Demo	133.29
89	7020	Supplies - Safety	1047 Home Depot Credit Svcs	1071863	LED Headlamp, Coverall, Hood & Boot - Leela Building Demo	100.60
90	7020	Supplies - Safety	1057 Menard Incorporated	13820A	Plumbing Caps & Air Filters - Leela Building	13.98
91	7020	Supplies - Safety	1057 Menard Incorporated	14028	N95 Masks - Leela Building	89.94
92	7020	Supplies - Safety	1047 Home Depot Credit Svcs	2020033	Safety Supplies - Leela Building Demo	235.69
93	7025	Supplies - Custodial	1029 Cintas Corporation	4144619439	Cleaners, Paper Towels, Soap, Mat, & Scrubs - PW	173.96
94	7025	Supplies - Custodial	1029 Cintas Corporation	4148114176	Cleaners, Paper Towels, Soap, Mat, & Scrubs - PW	151.64
95	7025	Supplies - Custodial	1029 Cintas Corporation	4148816791	Cleaners, Paper Towels, Soap, Mat, & Scrubs - PW	268.18
96	7025	Supplies - Custodial	1047 Home Depot Credit Svcs	5091008	Oxy Cleaner - Fire Station #61	15.98
97	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	14014	Flashlight	14.99
98	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	8613830	Aviation Snips & Saw Blades - Leela Building Demo	50.82
99	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	9432792	Multi-Tool & Titanium Bi-Level	163.97
100	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	9630317	Saw Blades, Holster, Tape - Leela Building Demo	93.37
101	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	1020147	Window Trim - Fire Station #61	165.12
102	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	1071885	Tape & Electric Box - City Hall Council Chambers	39.88
103	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1114970	4 Storeroom Levers - City Hall	338.80
104	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1115632	Door Lever - Police Station	521.00
105	7045	Supplies - Building R&M	1057 Menard Incorporated	13477	Cut Blades - Fire Station #61	21.46
106	7045	Supplies - Building R&M	1057 Menard Incorporated	13561	Flare, Swivel, Flares, Adapter, Nipple, Etc. - Fire Station #61	25.40
107	7045	Supplies - Building R&M	1057 Menard Incorporated	13607A	Drill Bits & Screws - Fire Station #61	14.22
108	7045	Supplies - Building R&M	1057 Menard Incorporated	13716	LED Light, Wall Anchors, Rubbing Alcohol - Food Pantry	107.16

# City of Des Plaines

## Warrant Register 04/03/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
109	7045	Supplies - Building R&M	1057 Menard Incorporated	13738	AAA Batteries & Drill Bits - Fire Station #61	23.97
110	7045	Supplies - Building R&M	1057 Menard Incorporated	13776	Electronic Cleaner & Lube - City Hall	11.28
111	7045	Supplies - Building R&M	1057 Menard Incorporated	13856	Light Bulbs - PW	74.98
112	7045	Supplies - Building R&M	1057 Menard Incorporated	13857	Acrylic Shield & Lightbulbs - City Hall	16.97
113	7045	Supplies - Building R&M	1057 Menard Incorporated	13874	Anchor Screws, Door Stop Bumper, Hinge, Etc. - Fire Station #61	33.69
114	7045	Supplies - Building R&M	1057 Menard Incorporated	13904	Knockout Seals - Fire Station #61	4.44
115	7045	Supplies - Building R&M	1057 Menard Incorporated	14013	Lever Handle & Knockout Seals - PW	15.43
116	7045	Supplies - Building R&M	1057 Menard Incorporated	14018	Door Level - Fire Station #61	131.99
117	7045	Supplies - Building R&M	1057 Menard Incorporated	14050	Repair Supplies - PW	31.28
118	7045	Supplies - Building R&M	1057 Menard Incorporated	14089	Screws, Blank Cover, Outlet Cover, Rubber Paver, Etc. - PW	36.23
119	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	1604296	Silicone, Glue, Blades - Station #61	68.31
120	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	2020011	Cabinet Repair Supplies - Fire Station #63	62.09
121	7045	Supplies - Building R&M	2480 Just Faucets	205365	Faucet Breaker Cap - Fire Station #61	29.99
122	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	2070824	Red & Green Light Bulbs - Fire Station #62	11.94
123	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	2340058	Bolts, Bushings, Screw Connectors, Etc. - Fire Station #61	56.34
124	7045	Supplies - Building R&M	1057 Menard Incorporated	31570	Carpet Tiles - Fire Station #61	234.95
125	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	3270	WD40 Oil - City Hall	8.09
126	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	3307	3 Tubes Caulk - City Hall	20.49
127	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	3580	Caulk - City Hall	6.83
128	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	3591	Tap Plug - Fire Station #61	5.39
129	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	3597	Punch Pins - Fire Station #61	11.68
130	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	3598	Spray Paint, Degreaser, Downspouts - Fire Station #62	22.62
131	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	5902994	Rug Shampooer Deposit - City Hall - 01/27/2023	50.00
132	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	6610385	Tape - Fire Station #61	37.24
133	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	8020596	Exit Sign, Cover, & Tape - Fire Station #61	81.58
134	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	9512959	Security Light - Food Pantry	49.97
135	7045	Supplies - Building R&M	1550 Addison Building Material Co	985011	Downspouts & Spray Paint - Fire Station #62	55.56

# City of Des Plaines

## Warrant Register 04/03/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
136	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/062301	Electric Supplies - Food Pantry	48.84
137	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/062472	Backlit Panel - Fire Station #61	60.00
138	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/062530	20 Knockout Plugs - Fire Station #61	15.26
139	7045	Supplies - Building R&M	1208 Steiner Electric Company	S007320104.002	Splice Kit, Etc. - Food Pantry	134.41
140	7045	Supplies - Building R&M	1208 Steiner Electric Company	S007320104.003	Returned Splice Kit - Food Pantry	(103.38)
141	7045	Supplies - Building R&M	5969 Security Equipment Supply Inc	U37907	Electric Latch Refraction Kit	395.00
142	7045	Supplies - Building R&M	5969 Security Equipment Supply Inc	U49075	Complete Strike Kit - Fire Station #61	282.00
143	7045	Supplies - Building R&M	5969 Security Equipment Supply Inc	U49541	Door Cord - Fire Station #61	30.50
144	7045	Supplies - Building R&M	5969 Security Equipment Supply Inc	U52177	Door Locks - Fire Station #61	423.00
145	7045	Supplies - Building R&M	5969 Security Equipment Supply Inc	U54049	Door Card Readers & Controllers - City Hall	777.93
146	7045	Supplies - Building R&M	5969 Security Equipment Supply Inc	U54078	Door Controllers - City Hall	1,538.96
147	7045	Supplies - Building R&M	5969 Security Equipment Supply Inc	U54086	Door Controllers - City Hall	1,541.51
148	7140	Electricity	1033 ComEd	0169072100-03/23	Electricity Service 02/07-03/08/2023	89.99
149	7140	Electricity	1033 ComEd	0801154263-03/23	Electricity Service 02/06-03/07/2023	30.00
150	7140	Electricity	1033 ComEd	2685017085-03/23	Electricity Service 02/06-03/07/2023	148.61
151	7140	Electricity	1033 ComEd	4974385007-03/23	Electricity Service 02/09-03/10/2023	25.23
152	7140	Electricity	1033 ComEd	4974507003-03/23	Electricity Service 02/06-03/07/2023	631.74
153	7140	Electricity	1033 ComEd	5310485089	Electricity Service 02/06-03/07/2023	28.23
154	7140	Electricity	1033 ComEd	5310487056-03/23	Electricity Service 02/06-03/07/2023	1,291.59
155	7140	Electricity	1033 ComEd	5310488160-03/23	Electricity Service 02/06-03/07/2023	13.84
156	7140	Electricity	1033 ComEd	5310489194-03/23	Electricity Service 02/06-03/07/2023	18.51
157	7140	Electricity	1033 ComEd	5310490044-03/23	Electricity Service 02/06-03/07/2023	60.63
158	7140	Electricity	1033 ComEd	5310491292-03/23	Electricity Service 02/06-03/07/2023	13.41
159	7140	Electricity	1033 ComEd	5310492075-03/23	Electricity Service 02/06-03/07/2023	11.39
160	7140	Electricity	1033 ComEd	5310494104-03/23	Electricity Service 02/06-03/07/2023	11.39
161	7140	Electricity	1033 ComEd	5310495085-03/23	Electricity Service 02/06-03/07/2023	113.65
162	7140	Electricity	1033 ComEd	5310649010-03/23	Electricity Service 01/19-02/09/2023	20.03
163	7140	Electricity	1033 ComEd	5310649010-3/23A	Electricity Service 02/09-03/07/2023	37.61



# City of Des Plaines

## Warrant Register 04/03/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
164	7140	Electricity	1033 ComEd	5310666020-03/23	Electricity Service 02/06-03/07/2023	1,223.31
165	7200	Other Supplies	1057 Menard Incorporated	13793	5 Totes - Engineering	54.90
<b>Total 535 - Facilities &amp; Grounds Maintenance</b>					<b>29,360.45</b>	

<b>Division: 540 - Vehicle Maintenance</b>						
166	5325	Training	8751 Gornik, Piotr	Reimb 01/25/23	Reimbursement for ASE Testing 01/25/2023	87.00
167	6115	Licensing/Titles	8584 James Drive Safety Lane LLC	5137	Safety Lane Coupons - PW 5083, 5089, 8063, 5079 - 02/01/2023	119.00
168	6115	Licensing/Titles	8584 James Drive Safety Lane LLC	5209	Safety Lane - PW 8022, 5082, 5120 - 03/06/2023	90.00
169	6135	Rentals	1029 Cintas Corporation	4148034553	Mechanic's Uniform Rental - 03/01/2023	231.68
170	6135	Rentals	1029 Cintas Corporation	4148779406	Mechanic's Uniform Rental - 03/08/2023	231.68
171	6310	R&M Vehicles	8555 Speedy Shine Car Wash	19	Car Wash - PW - 02/02/2023	7.00
172	6310	R&M Vehicles	1643 Golf Mill Ford	878994	Check Engine Light Repair - Police 6097 - 03/01/2023	1,287.70
173	7000	Office Supplies	1644 Warehouse Direct Inc	5414268-0	Laminating Pouches, Sharpie Markers, Paper - PW	19.44
174	7000	Office Supplies	1644 Warehouse Direct Inc	5438184-0	Writing Pad, Pens, Scissors, Paper - PW	18.63
175	7020	Supplies - Safety	1043 WW Grainger Inc	9634230271	4 Face Shields - PW Shop	50.52
176	7020	Supplies - Safety	1043 WW Grainger Inc	9634230289	Kneeling Pads & Wheel Chock - PW Shop	207.06
177	7035	Supplies - Equipment R&M	1739 Morton Grove Automotive Inc	61429	Alternator Fan - PW 5027	55.00
178	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	852438	Hydraulic Fittings - PW Stock	49.26
179	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	W08254	Fan & Pulley - PW 5027	263.69
180	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	W08260	Window Repair Kit - PW 5033	272.92
181	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	W08261	Toggle Switch, Elbow Fitting, Keeper, Etc. - PW 9014, PW 5033	186.84
182	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	W08456	Returned Fan & Pulley - PW 5027	(263.69)
183	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	W08561	Trailer Jack - PW 5T13	1,000.67
184	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_316138	2 Spring Brake Chambers - Fire 7801	413.50
185	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_316178	4 Bolts - Fire 7801	12.24
186	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_318812	Battery Cable & Lugs - PW 5080	373.80
187	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0338976	36 Spark Plugs - Police Stock	159.48
188	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	100807691	Tape, Grease, Hardware, Etc. - PW Stock	453.96
189	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	100807944	Fuses, Cable Wraps, Brass Fittings, Kim-Brites	423.43
190	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	100809651	Stainless Hardware - Fire Stock	64.83

# City of Des Plaines

## Warrant Register 04/03/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount
191	7040	Supplies - Vehicle R&M	4330 City Limits Systems Incorporated	12374 Prowash Truck Soap - PW	301.65
192	7040	Supplies - Vehicle R&M	6244 Valvoline LLC	133983292 Windshield Solvent - Police Stock & PW	127.01
193	7040	Supplies - Vehicle R&M	5030 Napleton's Arlington Heights Chrysler Jeep Dodge	21584 Trans Fluid & Filter Kit - Police 6928	117.36
194	7040	Supplies - Vehicle R&M	5573 Henderson Products Inc	369059 2 Reversing Cylinders - PW 5092	1,636.51
195	7040	Supplies - Vehicle R&M	5573 Henderson Products Inc	371778 Rocker Switch - PW 5109	72.94
196	7040	Supplies - Vehicle R&M	5573 Henderson Products Inc	373760 Pump, Mother Adapter, Coupler - PW Stock	1,486.49
197	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1323175 Returned Control Arms - PW 2027	(283.38)
198	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1323196 2 Hubs - PW Stock	430.32
199	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1323683 Control Arm - Police 6035	112.79
200	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1323870 Pin Boot Kit - Police 6035	7.69
201	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1324359 Heater Control Valve- Fire 7402	29.89
202	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1324368 Blend Door - Fire 7402	45.19
203	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1324396 Returned Blend Door Actuator - Fire 7402	(29.89)
204	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	542232P Nuts - Police 6045	3.68
205	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	545650P Harness Kit - Fire 7400	52.00
206	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	546549P Suspension Nuts - PW 2039	12.00
207	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	546694P Nuts - PW 2039	12.00
208	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	546723P 4 Washer Hoses - Police Stock	34.88
209	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	546932P ABS Sensor - Police 6071	40.29
210	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	852951 5 Spark Plugs - Fire Stock	19.85
211	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	853481 4 Brake Rotors - Police Stock	231.48
212	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	853537 Returned Purge Valve, Pitman Arm, Gasket, Etc. - PW 5130	(147.26)
213	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	853825 10 Lug Nuts - PW 2039	18.10
214	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	854121 Fuel Additive - Police 6915	14.25
215	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	854398 Dipstick Gauge - Police 6828	31.39
216	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	854474 Brake Pads, Rotors, Discs - Police 6035	378.37
217	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	854647 Hood Lift Supports - Fire 7405	44.00

# City of Des Plaines

## Warrant Register 04/03/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
218	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	854733	11 Filters - PW Stock	246.26
219	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	854734	3 Batteries & 3 Core Deposits - PW Stock	415.62
220	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	854774	2 Boxed Capsules - Fire Stock	19.16
221	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	854958	Diesel Exhaust Fluid - PW Stock	149.90
222	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	855077	4 Headlights - PW 5116	260.24
223	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	855161	Returned Headlights & Core - PW 5116	(296.84)
224	7040	Supplies - Vehicle R&M	1043 WW Grainger Inc	9622911098	Plow Bolt - PW Stock	235.98
225	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101107279:01	Spot Mirrors - PW Stock & Fire Stock	128.52
226	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101107420:01	Wire Harness, Solenoid Valves, & Air Fittings - Fire Stock	228.97
227	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101107420:02	Solenoid Valve - Fire 7707	90.17
228	7120	Gasoline	8331 Avalon Petroleum Company Inc	577856	3,301 Gals Unleaded Gasoline - 02/22/2023, R-162-22	7,768.31
229	7120	Gasoline	8331 Avalon Petroleum Company Inc	577942	4,603 Gals Unleaded Gasoline - 03/09/2023, R-162-22	11,087.58
230	7130	Diesel	8331 Avalon Petroleum Company Inc	027947	3,100 Gals Bio Diesel - 02/22/2023, R-162-22	9,087.03
231	7130	Diesel	8331 Avalon Petroleum Company Inc	027982	2,000 Gals Bio Diesel Fuel - 03/09/2023, R-162-22	5,144.54
<b>Total 540 - Vehicle Maintenance</b>					<b>45,180.68</b>	

<b>Total 50 - Public Works &amp; Engineering</b>	<b>174,750.46</b>
--------------------------------------------------	-------------------

Police Department						
Division: 610 - Uniformed Patrol						
232	6110	Printing Services	1233 Press Tech Inc	50836	4 Boxes of Business Cards 3/14/2023	120.00
233	6110	Printing Services	1233 Press Tech Inc	50840	2 Boxes of Business Cards 3/14/2023	60.00
234	7300	Uniforms	1164 Uniform Den East Inc	84390	700 Specialty Police Patches	1,635.23
<b>Total 610 - Uniformed Patrol</b>					<b>1,815.23</b>	

Division: 620 - Criminal Investigation						
235	5325	Training	1483 Personnel Evaluation Inc	47002	Advanced P.E.P. Reading Class (Online) (8 Det)	199.00
236	6110	Printing Services	2016 Signarama	43588	Office Name Plates for 2 Detectives 2/14/2023	52.95
237	6110	Printing Services	1233 Press Tech Inc	50855	1 Box of Business Cards 3/14/2023	30.00
238	6195	Miscellaneous Contractual Services	1517 Trans Union LLC	02347799	Investigations Database 1/26-2/25/2023	230.35
239	6195	Miscellaneous Contractual Services	1572 LexisNexis Risk Solutions	1037713-20230228	Investigations Database 2/1-2/28/2023	291.65
240	6195	Miscellaneous Contractual Services	1683 Thomson Reuters	847935858	Investigations Database 2/1-2/28/2023	367.26
<b>Total 620 - Criminal Investigation</b>					<b>1,171.21</b>	

# City of Des Plaines

## Warrant Register 04/03/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Division: 630 - Support Services</b>					
241	6000	Professional Services	5975 Aero Removals Trisons Inc	21033CR Removal and Transport of 4 Deceased February 2023	1,600.00
242	6110	Printing Services	1142 Copysset Printing Company	62083 500 Arrest Jackets 2/28/2023	625.00
243	6190	Tow/Storage/Abandoned Fees	1567 Schimka Auto Wreckers, Inc	3/1/2023 February 2023 Towing Services (5)	417.00
244	6195	Miscellaneous Contractual Services	8566 Andy Frain Services Inc	333417 2023 Crossing Guard Services 1/1-1/31/2023 R-52-23	29,127.51
245	6195	Miscellaneous Contractual Services	8566 Andy Frain Services Inc	334874 2023 Crossing Guard Services 2/1-2/28/2023 R-52-23	32,960.40
246	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8003503719 Shredding Services 02/24/2023	99.50
247	7200	Other Supplies	1644 Warehouse Direct Inc	5443965-1 2 Packs of Napkins	12.04
248	7300	Uniforms	5705 Artistic Engraving	20581 Retirement Badge, Wallet and Mount (1 Det)	312.50
<b>Total 630 - Support Services</b>					<b>65,153.95</b>

<b>Total 60 - Police Department</b>	<b>68,140.39</b>
-------------------------------------	------------------

Fire Department					
<b>Division: 100 - Administration</b>					
249	7300	Uniforms	3212 On Time Embroidery Inc	105774 6 T-Shirts - Deputy Chief	84.00
<b>Total 100 - Administration</b>					<b>84.00</b>

<b>Division: 710 - Emergency Services</b>					
250	5345	Post-Employment Testing	1267 Northwest Community Hospital	29899 4 Fire Annual Physicals 2/06-2/24/2023	1,826.00
251	6035	Dispatch Services	5973 Emergency Twenty Four Inc	63298 Elevator Alarm Dispatch - February 2023	3,379.00
252	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8003352405 On - Site Shredding Services Fire Dept. Admin. 02/03/2023	103.95
253	6305	R&M Equipment	1519 Sensit Technologies	0337260-IN Meter Sensor Repair and Pump Replacement - 12/2/22	961.57
254	6305	R&M Equipment	1742 Fredriksen Fire Equipment Co	222412 Fire Extinguisher Maintenance, 4 Fire Extinguishers-3/6/23	1,019.70
255	7000	Office Supplies	1644 Warehouse Direct Inc	5447256-0 2 Boxes Pens, 7 Packs of Note Pads, Etc.	358.16
256	7025	Supplies - Custodial	1043 WW Grainger Inc	9627954556 3 Utility Brushes	24.00
257	7025	Supplies - Custodial	1043 WW Grainger Inc	9627954564 4 Cases Paper Towels	127.00
258	7200	Other Supplies	1046 Hinckley Spring Water Co	22728338 122222 Qty 87 24-Packs of Water for Fire Vehicles	734.19
259	7200	Other Supplies	1571 Welding Industrial Supply	3007823 6 Therapy Oxygen Cylinders	152.19
260	7200	Other Supplies	1374 Municipal Emergency Svcs	IN1837152 4 Units Hydrogen Cyanide	931.46
261	7200	Other Supplies	1571 Welding Industrial Supply	R03009928 14 Cylinders, Balloon Filler - February 2023	163.57
262	7300	Uniforms	3212 On Time Embroidery Inc	101490 5 T- Shirts - Lieutenant	70.00
263	7300	Uniforms	3212 On Time Embroidery Inc	103943 2 T-Shirts - Battalion Chief	28.00
264	7300	Uniforms	3212 On Time Embroidery Inc	106835 2 Job Shirts, 3 T-Shirts - Lieutenant	208.00

# City of Des Plaines

## Warrant Register 04/03/2023

Line #	Account		Vendor	Invoice	Invoice Description	Amount
265	7300	Uniforms	3212 On Time Embroidery Inc	108679	1 Shirt Badge - Battalion Chief	99.00
266	7300	Uniforms	3212 On Time Embroidery Inc	109949	2 Station Pants - Paramedic	136.00
<b>Total 710 - Emergency Services</b>						<b>10,321.79</b>

Division: 720 - Fire Prevention						
267	7000	Office Supplies	1644 Warehouse Direct Inc	5427079-0	1 Pack Sharpies, 2 Label Cartridges	34.46
<b>Total 720 - Fire Prevention</b>						<b>34.46</b>

Division: 730 - Emergency Management Agency						
268	7300	Uniforms	3212 On Time Embroidery Inc	110687	1 Uniform Shirt - EMA	53.00
<b>Total 730 - Emergency Management Agency</b>						<b>53.00</b>

<b>Total 70 - Fire Department</b>						<b>10,493.25</b>
-----------------------------------	--	--	--	--	--	------------------

Department: 75 - Fire & Police Commission						
269	6000	Professional Services	1743 IL Fire Chiefs Association	5579	Fire Personnel Promotional Testing Services 1/17-2/9/23 - R-191-22	34,718.00
<b>Total 75 - Fire &amp; Police Commission</b>						<b>34,718.00</b>

Department: 90 - Overhead						
270	6030	AMB Fee Processing Services	3640 Andres Medical Billing Ltd	032023DPIL	Collections for Services Feb 2023 - Ambulance Fees	12,779.79
271	7550	Miscellaneous Expenses	7961 BridgePay Network Solutions LLC	11785	Utility Web & Business License Transaction Fees Feb 2023	0.60
<b>Total 90 - Overhead</b>						<b>12,780.39</b>

<b>Total 100 - General Fund</b>						<b>483,027.29</b>
---------------------------------	--	--	--	--	--	-------------------

Fund: 203 - TIF #3 Wille Road Fund						
Program: 18A0 - 2018A Refunding 2010A/2010B						
272	8375	Bank/Trust/Agency Fees	1718 Amalgamated Bank of Chicago	1856736005-2023	Bank/Agency Fees Bond Series 2018 03/01/2023-02/29/2024	475.00
<b>Total 18A0 - 2018A Refunding 2010A/2010B</b>						<b>475.00</b>

<b>Total 203 - TIF #3 Wille Road Fund</b>						<b>475.00</b>
-------------------------------------------	--	--	--	--	--	---------------

Fund: 208 - TIF #8 Oakton						
273	6000	Professional Services	1123 Christopher B Burke Engineering LTD	181438	R-172-22 TO #2 - Oakton/Maple Drainage Eng Svcs 01/29-02/25/2023	3,305.00
<b>Total 208 - TIF #8 Oakton</b>						<b>3,305.00</b>

Fund: 230 - Motor Fuel Tax Fund						
274	6330	R&M Traffic Signals	1206 Illinois, State of	62996	R-136-22 Traffic Signal Maintenance 10/01-12/31/2022	23,114.68
275	6330	R&M Traffic Signals	1206 Illinois, State of	63175	R-136-22 Traffic Signal Maintenance 07/01-09/30/2022	22,600.11
276	7140	Electricity	1033 ComEd	0193753007-03/23	Electricity Service 02/09-03/10/2023	99.00
277	7140	Electricity	1033 ComEd	0237106099-03/23	Electricity Service 02/06-03/07/2023	332.00

# City of Des Plaines

## Warrant Register 04/03/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
278	7140	Electricity	1033 ComEd	0392121005-03/23	Electricity Service 02/06-03/07/2023	187.51
279	7140	Electricity	1033 ComEd	0445091056-03/23	Electricity Service 02/06-03/07/2023	356.01
280	7140	Electricity	1033 ComEd	0725000037-03/23	Electricity Service 02/07-03/08/2023	52.72
281	7140	Electricity	1033 ComEd	1273119011-03/23	Electricity Service 02/07-03/08/2023	3,128.19
282	7140	Electricity	1033 ComEd	1521117181-03/23	Electricity Service 02/06-03/07/2023	474.14
283	7140	Electricity	1033 ComEd	2493112068-03/23	Electricity Service 02/06-03/07/2023	49.64
284	7140	Electricity	1033 ComEd	2607132134-03/23	Electricity Service 02/03-03/06/2023	355.43
285	7140	Electricity	1033 ComEd	2644104014-03/23	Electricity Service 02/03-03/06/2023	326.67
286	7140	Electricity	1033 ComEd	2901166089-03/23	Electricity Service 02/06-03/07/2023	950.89
287	7140	Electricity	1033 ComEd	3471079047-03/23	Electricity Service 02/06-03/07/2023	47.10
288	7140	Electricity	1033 ComEd	6045062008-03/23	Electricity Service 02/06-03/07/2023	108.78
<b>Total 230 - Motor Fuel Tax Fund</b>					<b>52,182.87</b>	

Fund: 240 - CDBG Fund						
289	6570	Subsidy - Residential Rehab	1264 North West Housing Partnership	HRP 2-20-2023	Home Repair Program - B-21-MC-17-0009 10/1/21-9/30/22	8,965.73
<b>Total 240 - CDBG Fund</b>					<b>8,965.73</b>	

Fund: 250 - Grant Projects Fund						
Program: 2520 - Capital Grants						
290	6000	Professional Services	5778 Elite Appraisal Center LLC	0061745	Hazard Mitigation Program - 1277 E River Dr Appraisal 03/10/23	400.00
291	6005	Legal Fees	6997 Walker Wilcox Matousek LLP	203847-0L60001	Legal Fees-Ballard Rd Sidepath-2520 Ballard Rd 12/13-12/16/22	325.00
<b>Total 2520 - Capital Grants</b>					<b>725.00</b>	

<b>Total 250 - Grant Projects Fund</b>					<b>725.00</b>
----------------------------------------	--	--	--	--	---------------

Fund: 260 - Asset Seizure Fund						
Program: 2620 - DEA						
292	6305	R&M Equipment	7920 SF Mobile-Vision Inc	51450	Non Warranty Repairs on Body Cam 3/8/2023	140.00
293	8015	Equipment	1026 CDW LLC	GR08466	Panasonic AC Adaptor (5)	347.95
<b>Total 2620 - DEA</b>					<b>487.95</b>	

<b>Total 260 - Asset Seizure Fund</b>					<b>487.95</b>
---------------------------------------	--	--	--	--	---------------

Fund: 400 - Capital Projects Fund						
294	6000	Professional Services	8492 TranSystems Corporation	4035632-08	R-171-21 Ph 1 Eng Srv-Algonquin Rd Grade Sep 1/21-2/17/23	52,059.66
295	6110	Printing Services	1233 Press Tech Inc	50767	2023 CIP Letter Printing and Mailing 03/07/23	1,846.01
296	6110	Printing Services	1233 Press Tech Inc	50809	2023 Flood Letter Printing and Mailing 03/07/2023	1,220.00

# City of Des Plaines

## Warrant Register 04/03/2023

Line #	Account		Vendor	Invoice	Invoice Description	Amount
297	8100	Improvements	1328 John Neri Construction Company Inc	2022-CIP-LOPS-P3	R-79-22 Lake Opeka Pump Station 10/28/22-01/31/23	189,700.30
<b>Total 400 - Capital Projects Fund</b>						<b>244,825.97</b>

Fund: 410 - Equipment Replacement Fund						
298	8015	Equipment	1520 Russo Power Equipment	SPI20103537	Kubota RTV Snowplow - 03/08/2023, R-13-22	42,126.71
299	8015	Equipment	1520 Russo Power Equipment	SPI20103539	Kubota Snow Blower Attachment	5,432.00
<b>Total 410 - Equipment Replacement Fund</b>						<b>47,558.71</b>

Fund: 420 - IT Replacement Fund						
300	8005	Computer Hardware	1035 Dell Marketing LP	10655678136	10 Dell 24 Monitors P2422H	1,855.90
<b>Total 420 - IT Replacement Fund</b>						<b>1,855.90</b>

Fund: 430 - Facilities Replacement Fund						
301	6000	Professional Services	3338 Gabriel Environmental Services	0223A0076	Asbestos Survey & Report - 620 Lee St - 02/01-02/21/2023	7,895.00
302	6000	Professional Services	3338 Gabriel Environmental Services	0323A0022	Asbestos Testing - Leela Building - 02/28/2023	1,010.00
303	6000	Professional Services	2436 Haeger Engineering LLC	90466	City Hall Police Link Engineering - 12/07-12/15/2022	1,210.00
304	6000	Professional Services	2436 Haeger Engineering LLC	90710	City Hall Police Addition Drawings - 02/27-03/03/2023	760.00
305	6315	R&M Buildings & Structures	7706 Lakeshore Recycling Systems LLC	0005253423	Dumpster Service - Leela Building - 02/28/2023	415.00
306	6315	R&M Buildings & Structures	5440 Manusos General Contracting Inc	FireStation61-P6	Fire Station #61 Remodel-Pay App #6-01/16-02/15/2023, R-126-22	304,541.56
307	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	1021330	Whitewood Studs, Latchpost, T Hinge - Leela Building Demo	49.55
308	7045	Supplies - Building R&M	1057 Menard Incorporated	13503	2 Trash Cans & Respirators - Leela Building	134.87
309	7045	Supplies - Building R&M	1057 Menard Incorporated	13516	8 Tube Caps & 4 Brass Valves - Leela Building	120.26
310	7045	Supplies - Building R&M	1057 Menard Incorporated	13795	Water Line Caps - Leela Building	38.87
311	7045	Supplies - Building R&M	1057 Menard Incorporated	13820A	Plumbing Caps & Air Filters - Leela Building	31.92
312	7045	Supplies - Building R&M	1057 Menard Incorporated	13864	Construction Screws - Leela Building	23.99
313	7045	Supplies - Building R&M	1057 Menard Incorporated	13900	Framing Fuel - Leela Building	13.68
314	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	3021079	Tarp, Tape, Washers, Bits, Bit Holder, Etc. - Leela Building Demo	173.43
315	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	3277	Flex Elbow Coupling - Leela Building	8.99
316	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	3544	Plug & Wire - Leela Building	9.88
317	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	4020970	Shear Hanger, Connector Screws, Tarp, Etc. - Leela Building Demo	399.67
318	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	5604328	Nail Puller, Gloves, Saw Blades, Etc. - Leela Building	133.32

# City of Des Plaines

## Warrant Register 04/03/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
319	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	5604339	Propress Cap - Leela Building	80.64
320	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	7023809	OSB Board Sheet - Leela Building	10.50
321	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	8022563	Comb Caps & Access Panel - Leela Building Demo	29.50
322	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	8393880	Sheathing - Leela Building Demo	42.00
<b>Total 430 - Facilities Replacement Fund</b>					<b>317,132.63</b>	

Fund: 500 - Water/Sewer Fund						
Non Departmental						
Division: 550 - Water Systems						
323	6110	Printing Services	2016 Signarama	43587	500 Water Termination Door Hangers 03/08/2023	1,165.00
324	6195	Miscellaneous Contractual Services	1606 Dixon Engineering Inc	23-0253	TO#11 Dry Inspection - Maple Tank - 12/09/2022, R-41-20	3,800.00
325	6195	Miscellaneous Contractual Services	1467 HBK Water Meter Service Inc	230145	Meter Bench Test - 03/06/2023	29.50
326	6195	Miscellaneous Contractual Services	2436 Haeger Engineering LLC	90711	Surveying - Dulles Water Tank - 02/16-02/24/2023	1,745.00
327	6300	R&M Software	8588 Trihedral Incorporated	5494	VTSCADA Support Renewal 2023 - 03/07/2023-04/30/2024	4,964.25
328	7000	Office Supplies	1644 Warehouse Direct Inc	5414268-0	Laminating Pouches, Sharpie Markers, Paper - PW	19.44
329	7000	Office Supplies	1644 Warehouse Direct Inc	5438184-0	Writing Pad, Pens, Scissors, Paper - PW	18.63
330	7020	Supplies - Safety	4093 White Cap LP	50020821401	Slush Boots	48.99
331	7020	Supplies - Safety	4093 White Cap LP	50021187115	8 Rolls Caution Tape & Slush Boots	146.51
332	7020	Supplies - Safety	2067 Cutler Workwear	PS-INV016210	Waterproof Safety Boots	166.45
333	7020	Supplies - Safety	2067 Cutler Workwear	PS-INV017543	Safety Boots & Quartermaster Boots - Water Operator	166.45
334	7030	Supplies - Tools & Hardware	4640 Albany Steel & Brass Corporation	134067	Copperhead Cutter & Pilot	99.37
335	7030	Supplies - Tools & Hardware	8244 Des Plaines Ace Hardware	3548	LED Flashlight	49.49
336	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	4020948	LED Work Light - Maple Water Plant	181.96
337	7030	Supplies - Tools & Hardware	6992 Core & Main LP	5425261	Hydrant Wrench & Sleeve	293.60
338	7035	Supplies - Equipment R&M	8244 Des Plaines Ace Hardware	3579	D Batteries - Locator	34.18
339	7035	Supplies - Equipment R&M	8244 Des Plaines Ace Hardware	3615	Batteries - Locator	34.14
340	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	W08261	Toggle Switch, Elbow Fitting, Keeper, Etc. - PW 9014, PW 5033	170.04
341	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	W08454	Window & Latches - PW 9063	491.80
342	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	W08498	Window Seal - PW 9063	82.46
343	7040	Supplies - Vehicle R&M	4330 City Limits Systems Incorporated	12374	Prowash Truck Soap - PW	150.83
344	7040	Supplies - Vehicle R&M	6244 Valvoline LLC	133983292	Windshield Solvent - Police Stock & PW	36.29



# City of Des Plaines

## Warrant Register 04/03/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount
345	7045	Supplies - Building R&M	1057 Menard Incorporated	13868 Tank Window Cover Supplies - Maple PS	36.05
346	7070	Supplies - Water System Maintenance	1057 Menard Incorporated	13861 Galvanized Fittings	78.67
347	7070	Supplies - Water System Maintenance	8244 Des Plaines Ace Hardware	3558 Hydraulic Cement	62.07
348	7070	Supplies - Water System Maintenance	6992 Core & Main LP	S151845 Repair Clamp	249.20
349	7070	Supplies - Water System Maintenance	6992 Core & Main LP	S410714 Megalug, Gasket, & T-Head	905.00
350	7070	Supplies - Water System Maintenance	6992 Core & Main LP	S455305 Valve Box Adapter	288.00
351	7070	Supplies - Water System Maintenance	6992 Core & Main LP	S460307 6 Repair Clamps	1,278.00
352	7070	Supplies - Water System Maintenance	6992 Core & Main LP	S460384 2 Repair Clamps	369.20
353	7070	Supplies - Water System Maintenance	6992 Core & Main LP	S474564 30 Water Meters	6,450.00
354	7105	Wholesale Water - NWWC	2901 Northwest Water Commission	03022023 Wholesale Water Purchase - February 2023, R-183-14	285,598.40
355	7120	Gasoline	8331 Avalon Petroleum Company Inc	577856 3,301 Gals Unleaded Gasoline - 02/22/2023, R-162-22	989.40
356	7120	Gasoline	8331 Avalon Petroleum Company Inc	577942 4,603 Gals Unleaded Gasoline - 03/09/2023, R-162-22	1,920.61
357	7130	Diesel	8331 Avalon Petroleum Company Inc	027947 3,100 Gals Bio Diesel - 02/22/2023, R-162-22	315.37
358	7130	Diesel	8331 Avalon Petroleum Company Inc	027982 2,000 Gals Bio Diesel Fuel - 03/09/2023, R-162-22	634.51
359	7140	Electricity	1033 ComEd	0718079040-03/23 Electricity Service 02/06-03/07/2023	106.84
360	7140	Electricity	1033 ComEd	1602149012-03/23 Electricity Service 02/03-03/06/2023	289.11
361	7140	Electricity	1033 ComEd	2382141015-03/23 Electricity Service 02/06-03/07/2023	86.61
362	7140	Electricity	1033 ComEd	2902009038-03/23 Electricity Service 02/02-03/03/2023	675.42
363	7140	Electricity	1033 ComEd	3526170000-03/23 Electricity Service 02/02-03/03/2023	66.04
364	7140	Electricity	1033 ComEd	5646761001-03/23 Electricity Service 02/02-03/03/2023	23.97
365	7140	Electricity	1033 ComEd	6152054027-03/23 Electricity Service 02/03-03/06/2023	6,618.79
366	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	64992 10 Chlorine Cylinders	2,487.80
367	7300	Uniforms	2067 Cutler Workwear	PS-INV017368 Quartermaster Jeans - Streets & Water Operators	269.03
368	7300	Uniforms	2067 Cutler Workwear	PS-INV017543 Safety Boots & Quartermaster Boots - Water Operator	184.45
<b>Total 550 - Water Systems</b>					<b>323,876.92</b>

Division: 560 - Sewer Systems						
369	6115	Licensing/Titles	8584 James Drive Safety Lane LLC	5137	Safety Lane Coupons - PW 5083, 5089, 8063, 5079 - 02/01/2023	30.00
370	6115	Licensing/Titles	8584 James Drive Safety Lane LLC	5209	Safety Lane - PW 8022, 5082, 5120 - 03/06/2023	30.00

# City of Des Plaines

## Warrant Register 04/03/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
371	6195	Miscellaneous Contractual Services	5593 Sunbelt Rentals Inc	134509479-0001	Transmission Jack Rental - 01/03-01/17/2023	119.18
372	6195	Miscellaneous Contractual Services	1559 Continental Weather Svc	194979	Weather Forecasting - March 2023	150.00
373	6305	R&M Equipment	6598 Cummins Inc	F2-23965	Load Bank Test - PW 8043 - 03/07/2023	1,520.40
374	6340	R&M Sewer System	1368 Metropolitan Industries Inc	INV048291	Pump Repair - East River LS - 03/08/23	4,523.00
375	6505	Subsidy - Sewer Lateral Program	8818 Bateman, Laura	SLP23-001	Sewer Rebate 3/13/2023	2,788.50
376	6510	Subsidy - Flood Assistance	8820 Stecker, Dylan	FRP23-001	Flood Rebate 3/13/2023	2,000.00
377	6510	Subsidy - Flood Assistance	8819 Red Real Estate LLC	FRP23-002	Flood Rebate 03/13/2023	1,424.05
378	6510	Subsidy - Flood Assistance	8821 Datu, Sharon A	FRP23-003	Flood Rebate 3/13/2023	2,000.00
379	7000	Office Supplies	1644 Warehouse Direct Inc	5414268-0	Laminating Pouches, Sharpie Markers, Paper - PW	19.44
380	7000	Office Supplies	1644 Warehouse Direct Inc	5438184-0	Writing Pad, Pens, Scissors, Paper - PW	18.63
381	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	2510726	Grinder	199.00
382	7030	Supplies - Tools & Hardware	8244 Des Plaines Ace Hardware	3554	Saw Oil & 9V Batteries	22.58
383	7035	Supplies - Equipment R&M	1078 Acme Truck Brake & Supply Co	01_314156	24 Power Services - PW 8043	253.68
384	7035	Supplies - Equipment R&M	1520 Russo Power Equipment	SPI20105230	Decompression Valve & Air Filter - PW 8042	48.98
385	7040	Supplies - Vehicle R&M	4330 City Limits Systems Incorporated	12374	Prowash Truck Soap - PW	150.82
386	7040	Supplies - Vehicle R&M	6244 Valvoline LLC	133983292	Windshield Solvent - Police Stock & PW	18.14
387	7040	Supplies - Vehicle R&M	3315 Regional Truck Equipment	277321	Lift Gate Control Arms, Pins, Bushings - PW 8038	556.09
388	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3031627409	Brake Line Hoses - PW 8021	107.70
389	7040	Supplies - Vehicle R&M	1202 Standard Equipment Co	W10001	Hose Repair - PW 8045 - 02/23-02/24/2023	487.64
390	7075	Supplies - Sewer System Maintenance	1057 Menard Incorporated	14093	Hex Bolts - O'Hare Lakes	10.98
391	7075	Supplies - Sewer System Maintenance	4093 White Cap LP	50021212377	2 Wood Stake Bundles - Concrete Repair	85.38
392	7075	Supplies - Sewer System Maintenance	1047 Home Depot Credit Svcs	8520374	Exit Sign - O'Hare Lakes	71.47
393	7120	Gasoline	8331 Avalon Petroleum Company Inc	577856	3,301 Gals Unleaded Gasoline - 02/22/2023, R-162-22	541.20
394	7120	Gasoline	8331 Avalon Petroleum Company Inc	577942	4,603 Gals Unleaded Gasoline - 03/09/2023, R-162-22	879.06
395	7130	Diesel	8331 Avalon Petroleum Company Inc	027947	3,100 Gals Bio Diesel - 02/22/2023, R-162-22	903.86
396	7130	Diesel	8331 Avalon Petroleum Company Inc	027982	2,000 Gals Bio Diesel Fuel - 03/09/2023, R-162-22	871.95
397	7140	Electricity	1033 ComEd	0096017042-03/23	Electricity Service 02/06-03/07/2023	3,693.26
398	7140	Electricity	1033 ComEd	0575134020-03/23	Electricity Service 02/02-03/03/2023	275.77

# City of Des Plaines

## Warrant Register 04/03/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
399	7140	Electricity	1033 ComEd	0640144010-03/23	Electricity Service 02/06-03/07/2023	219.30
400	7140	Electricity	1033 ComEd	0762050019-03/23	Electricity Service 02/07-03/08/2023	22.90
401	7140	Electricity	1033 ComEd	2038128006-03/23	Electricity Service 02/02-03/03/2023	112.22
402	7140	Electricity	1033 ComEd	2148094073-03/23	Electricity Service 02/07-03/08/2023	128.40
403	7140	Electricity	1033 ComEd	3461136053-03/23	Electricity Service 02/03-03/06/2023	40.22
404	7140	Electricity	1033 ComEd	3526009006-03/23	Electricity Service 02/06-03/07/2023	152.58
405	7140	Electricity	1033 ComEd	3657136067-03/23	Electricity Service 02/06-03/07/2023	81.64
406	7140	Electricity	1033 ComEd	3773008060-03/23	Electricity Service 02/23-03/03/2023	146.62
407	7140	Electricity	1033 ComEd	4995025051-03/23	Electricity Service 02/03-03/06/2023	29.07
408	7140	Electricity	1033 ComEd	5060090016-03/23	Electricity Service 02/07-03/08/2023	410.32
409	7140	Electricity	1033 ComEd	5814097012-03/23	Electricity Service 02/06-03/07/2023	152.08
410	7140	Electricity	1033 ComEd	6331089024-03/23	Electricity Service 02/02-03/03/2023	232.44
<b>Total 560 - Sewer Systems</b>					<b>25,528.55</b>	

<b>Division: 580 - CIP - Water/Sewer</b>						
Line #	Account	Vendor	Invoice	Invoice Description	Amount	
411	6000	Professional Services	2506 Trotter & Associates Inc	21310	TO#14 Cont Sup Srvc Wtr Sys - 02/01-02/23/2023, R-16-20	4,187.25
412	6000	Professional Services	2506 Trotter & Associates Inc	21311	TO#19 Con Phase Srvc Water Sys Sep - 02/01-02/24/2023, R-24-22	2,039.00
413	6000	Professional Services	2506 Trotter & Associates Inc	21312	TO#23 Con Srvc - Maple PS - 02/06-02/24/2023, R-169-22	4,016.00
414	6000	Professional Services	2506 Trotter & Associates Inc	21313	TO#1 Cont Sup Srvc Wtr Mod - 02/20-02/24/2023, R-218-22	3,377.75
415	6000	Professional Services	1606 Dixon Engineering Inc	23-0038	TO#10 Eng Services - Dulles Tank Painting - 01/05/2023, R-41-20	6,000.00
416	6000	Professional Services	1606 Dixon Engineering Inc	23-0212	TO#10 Tank Painting-Dulles-P1-02/15, 02/23, 02/28/2023, R-41-20	3,150.00
417	6000	Professional Services	1647 RJN Group Inc	39640101	TO#1 MWRD Annual Report - 01/31-02/15/2023, R-217-22	1,152.50
418	8100	Improvements	5995 Wunderlich-Malec Services Inc	21468	TO#3 Control Data Acq Conversion-06/08/2022-01/23/2023, R-40-21	10,800.00
419	8100	Improvements	6992 Core & Main LP	S184764	Valves - Maple Pump Station - 03/03/2023, R-11-23	50,965.00
420	8100	Improvements	6992 Core & Main LP	S408597	Valves - Maple Pump Station - 03/03/2023, R-11-23	576.00
<b>Total 580 - CIP - Water/Sewer</b>					<b>86,263.50</b>	

<b>Total 00 - Non Departmental</b>	<b>435,668.97</b>
------------------------------------	-------------------

# City of Des Plaines

## Warrant Register 04/03/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Department: 30 - Finance</b>					
421	6025	Administrative Services	7961 BridgePay Network Solutions LLC	11785 Utility Web & Business License Transaction Fees Feb 2023	253.50
<b>Total 30 - Finance</b>					<b>253.50</b>

<b>Total 500 - Water/Sewer Fund</b>	<b>435,922.47</b>
-------------------------------------	-------------------

<b>Fund: 510 - City Owned Parking Fund</b>						
422	6320	R&M Parking Lots	1311 Hill/Ahern Fire Protection LLC	12487	Sprinkler Inspection - Library Deck - 02/01/2023	300.00
423	6320	R&M Parking Lots	1311 Hill/Ahern Fire Protection LLC	12488	Sprinkler Inspection - City Hall - 02/02/2023	300.00
424	7060	Supplies - Parking Lots	1057 Menard Incorporated	13505	Knight's Armor, Wheel Brush, Tape, Disc - Library Deck	129.42
425	7060	Supplies - Parking Lots	1057 Menard Incorporated	13730	Fabuloso & Wet Floor Sign - Parking Decks	111.84
426	7140	Electricity	1033 ComEd	0354464001-03/23	Electricity Service 02/06-03/07/2023	3,138.74
427	7140	Electricity	1033 ComEd	2239082030-03/23	Electricity Service 02/06-03/07/2023	1,100.32
428	7140	Electricity	1033 ComEd	4722388001-03/23	Electricity Service 02/06-03/07/2023	19.41
429	7140	Electricity	1033 ComEd	4791127023-03/23	Electricity Service 02/06-03/07/2023	2,963.29
430	7140	Electricity	1033 ComEd	5310303000-03/23	Electricity Service 02/06-03/07/2023	323.38
431	7320	Equipment < \$5,000	1728 Total Parking Solutions Inc	106182	Parking Pay Station Upgrades - 03/09/2023	10,299.99
432	7320	Equipment < \$5,000	8792 Vigilant Solutions LLC	50773 RI	License Plate Recognition System 02/01/23-01/31/24-Police	19,905.00
<b>Total 510 - City Owned Parking Fund</b>					<b>38,591.39</b>	

<b>Fund: 520 - Metra Leased Parking Fund</b>						
433	7140	Electricity	1033 ComEd	5222730006-03/23	Electricity Service 02/02-03/03/2023	125.84
434	7320	Equipment < \$5,000	1728 Total Parking Solutions Inc	106182	Parking Pay Station Upgrades - 03/09/2023	11,325.01
<b>Total 520 - Metra Leased Parking Fund</b>					<b>11,450.85</b>	

<b>Fund: 700 - Escrow Fund</b>						
435	2221	Taste of Des Plaines	8656 Stevens Group LLC, The	0182248	Tickets for Taste of Des Plaines on 6/16-6/17/23-Printed 3/9/23	2,140.20
436	2493	Escrow - CED Development	1050 Journal & Topics Newspapers	189652	Legal Notice 2/22/2023 for PZB Mtg 3/14/2023	103.86
437	2494	Park Fee In-Lieu	1281 Des Plaines Park District	Fee-In-Lieu 3/23	Park Land Fee-In-Lieu 3/10/2023 R-57-23	215,621.00
<b>Total 700 - Escrow Fund</b>					<b>217,865.06</b>	

<b>Grand Total</b>	<b>1,864,371.80</b>
--------------------	---------------------

# City of Des Plaines

## Warrant Register 04/03/2023

### Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Fund: 100 - General Fund</b>					
<b>City Administration</b>					
<b>Division: 230 - Information Technology</b>					
438	5325	Training	6833 StormWind LLC	47629R Gen Tech Training Subscription 1/31/23-1/31/25 Replaces Ck147978	6,950.00
439	6015	Communication Services	1010 AT&T Mobility	28702533395903 23 Communication Service 02/04-03/03/2023	68.31
<b>Total 230 - Information Technology</b>					<b>7,018.31</b>
<b>Total 20 - City Administration</b>					<b>7,018.31</b>
<b>Public Works &amp; Engineering</b>					
<b>Division: 540 - Vehicle Maintenance</b>					
440	7120	Gasoline	7349 Wex Inc	87716493 February 2023 Unleaded & Diesel Fuel Purchases	8,250.64
441	7130	Diesel	7349 Wex Inc	87716493 February 2023 Unleaded & Diesel Fuel Purchases	3,656.54
<b>Total 540 - Vehicle Maintenance</b>					<b>11,907.18</b>
<b>Total 50 - Public Works &amp; Engineering</b>					<b>11,907.18</b>
<b>Police Department</b>					
<b>Division: 630 - Support Services</b>					
442	6015	Communication Services	1032 Comcast	03/06/2023 x7069 Internet/Cable Service 03/10-04/09/2023	104.95
443	6015	Communication Services	1009 AT&T	847R18054602- 23 Communication Service 02/28-03/27/2023	63.87
<b>Total 630 - Support Services</b>					<b>168.82</b>
<b>Total 60 - Police Department</b>					<b>168.82</b>
<b>Total 100 - General Fund</b>					<b>19,094.31</b>
<b>Fund: 500 - Water/Sewer Fund</b>					
<b>Division: 550 - Water Systems</b>					
444	7120	Gasoline	7349 Wex Inc	87716493 February 2023 Unleaded & Diesel Fuel Purchases	1,103.62
445	7130	Diesel	7349 Wex Inc	87716493 February 2023 Unleaded & Diesel Fuel Purchases	371.18
<b>Total 550 - Water Systems</b>					<b>1,474.80</b>
<b>Division: 560 - Sewer Systems</b>					
446	7120	Gasoline	7349 Wex Inc	87716493 February 2023 Unleaded & Diesel Fuel Purchases	257.50
447	7130	Diesel	7349 Wex Inc	87716493 February 2023 Unleaded & Diesel Fuel Purchases	144.58
<b>Total 560 - Sewer Systems</b>					<b>402.08</b>
<b>Total 500 - Water/Sewer Fund</b>					<b>1,876.88</b>
<b>Grand Total</b>					<b>20,971.19</b>

# City of Des Plaines

## Warrant Register 04/03/2023

### JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
<b>Fund: 100 - General Fund</b>						
<b>Elected Office</b>						
<b>Division: 110 - Legislative</b>						
448	7200	Other Supplies	1228 Pesche's Inc	PC - 39490	Floral Arrangement for Former Alderman's Wife Funeral 02/25/23	168.98
<b>Total 110 - Legislative</b>					<b>168.98</b>	

<b>Total 10 - Elected Office</b>					<b>168.98</b>
----------------------------------	--	--	--	--	---------------

<b>City Administration</b>						
<b>Division: 210 - City Manager</b>						
449	6195	Miscellaneous Contractual Services	8153 Zoom Video Communications Inc	PC - 39572	Zoom Subscription for City Manager 2/26/23-3/25/23	14.99
450	8010	Furniture & Fixtures	1941 Global Equipment Company	PC - 39605	Magnetic Glass Whiteboard for City Manager	284.64
<b>Total 210 - City Manager</b>					<b>299.63</b>	

<b>Division: 230 - Information Technology</b>						
451	6000	Professional Services	4444 Misc Vendor for Procurement Card	PC - 39615	Tax Refund for CED Credit Card Machines Encryption Services	(13.12)
452	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 39619	Monthly Secure Express Renewal 2/6/23 - 3/4/23	7.99
453	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 39623	Cityofdesplaines.Info Renewal 2/7/23 - 2/6/24	85.96
454	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 39626	Tasteofdesplaines.com Renewal 2/8/23 - 2/7/24	16.99
455	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 39629	Dpcitynet/Cityofdesplaines/Desplaines Renewal 2/13/23 - 3/11/23	14.97
456	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 39631	Monthly Dpcitynet.com Renewal 2/14/23 - 3/12/23	4.99
457	7000	Office Supplies	4348 Amazon.Com	PC - 39628	Color Coding Labels for IT Department	5.99
458	7200	Other Supplies	4348 Amazon.Com	PC - 39620	Gevalia K-Cup Coffee for IT Department	35.56
459	7200	Other Supplies	4348 Amazon.Com	PC - 39621	Gloria Jean's K-Cup Coffee for IT Department	60.95
460	7200	Other Supplies	4348 Amazon.Com	PC - 39642	Energizer AA Batteries for City Use	49.65
461	7200	Other Supplies	4348 Amazon.Com	PC - 39645	Dixie Paper Plates for IT Department	38.99
462	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 39610	Single Monitor Arm for City Use	31.44
463	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 39611	Metal Swivel Stand for CED Ingenico Credit Card Machines	107.90

# City of Des Plaines

## Warrant Register 04/03/2023

### JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
464	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 39614	Ingenico Power Supply for CED Credit Card Machines	72.45
465	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 39616	Star Tech Open frame Server Rack for City Use	192.56
466	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 39617	Versa Dell Optiplex Micro Under Desk Mount for City Use	69.96
467	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 39618	Remarkable Case for City Use	46.99
468	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 39622	Ugreen 3 Foot USB Extension Cable for City Use	35.68
469	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 39624	Amazon Basics High Speed HDMI Cable for City Use	89.52
470	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 39625	Surge Protector Power Strips for City Use	68.18
471	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 39627	Logitech MK120 Wired Keyboard and Mouse for City Use	440.30
472	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 39630	Cisco IP Phone Wall Mount Kit for City Use	193.00
473	7320	Equipment < \$5,000	4444 Misc Vendor for Procurement Card	PC - 39632	Replacement Pen for Engineering Department	160.90
474	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 39633	Keyboard and Mouse Adjustable Trays for City Use	184.97
475	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 39634	Panasonic Microwave Oven for IT Department	283.38
476	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 39635	Ugreen RJ45 Coupler for City Use	18.98
477	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 39636	Logitech MX Vertical Wireless Mouse for City Use	257.97
478	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 39637	Velcro Straps 25 Yards for IT Department	39.96
479	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 39638	Dual Monitor Stand for City Use	128.69
480	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 39639	Logitech MX Keyboard and Mouse for City Use	439.96
481	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 39640	Refund for Logitech MX Vertical Wireless Mouse for City Use	(257.97)
482	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 39641	Dell Optiplex Micro Under Desk Mount for City Use	144.97
483	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 39643	Logitech MX Palm Rest for City Use	19.99
484	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 39644	Logitech MX Vertical Wireless Mouse for City Use	251.85
485	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 39646	Dual Monitor Stands for City Use	257.38
<b>Total 230 - Information Technology</b>					<b>3,587.93</b>	

Division: 240 - Media Services						
486	5320	Conferences	5414 3CMA	PC - 39486	3CMA Regional Conference 3/16/23 Dir of Media Services	75.00

# City of Des Plaines

## Warrant Register 04/03/2023

### JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount
487	5320	Conferences	5414 3CMA	PC - 39563 3CMA Regional Conference Comm. Manager Media Services 3/16/23	75.00
488	6000	Professional Services	8803 Bunny Studio Inc	PC - 39591 Professional Voiceover Talent for DPTV Video 02/03/2023	347.00
489	6000	Professional Services	8803 Bunny Studio Inc	PC - 39592 Edits for Professional Voice-over Talent for DPTV Video 02/07/23	35.00
490	6195	Miscellaneous Contractual Services	8370 Canva Pty Ltd	PC - 39488 One Year Subscription to Online Design 2/12/23-2/12/24	119.40
491	6195	Miscellaneous Contractual Services	4652 Survey Monkey	PC - 39491 One Year Subscription to Survey Monkey 2/27/23-2/26/24	372.00
492	6535	Subsidy - Youth Commission	4348 Amazon.Com	PC - 39562 Youth Comm Dodgeball Tournament Balls, 6 Boxes of Headbands 02/17/2023	210.79
493	6535	Subsidy - Youth Commission	4624 Little Caesars	PC - 39564 Youth Commission Dodgeball Tournament Pizza 2/17/23	52.43
494	6535	Subsidy - Youth Commission	1076 Sam's Club Direct	PC - 39565 Youth Commission Dodgeball Tournament Snacks 2/17/23	100.86
495	7300	Uniforms	1538 Lands' End Business Outfitters	PC - 39566 4 Uniform Shirts for Comm. Manager and Media Specialist 2/27/23	157.28
496	7310	Publications	1050 Journal & Topics Newspapers	PC - 39489 Digital Access 2/8/23-2/8/24 Journal and Topics - Media Dept	66.00
497	7320	Equipment < \$5,000	1091 B&H Photo-Video	PC - 39593 SD Cards for Media Storage	122.91
498	7550	Miscellaneous Expenses	4444 Misc Vendor for Procurement Card	PC - 39561 4 Hot Sauces for Video Production 2/23/23	41.99
<b>Total 240 - Media Services</b>					<b>1,775.66</b>

#### Division: 250 - Human Resources

499	5310	Membership Dues	2255 NPELRA	PC - 39546 Illinois Membership NPELRA 05/18/2023-05/17/2024 - HR Director	134.17
500	5325	Training	5272 Skillpath Seminars	PC - 39548 HR Basics Virtual Seminar 3/6/2023 for HR Generalist	149.00
501	5325	Training	1546 IPELRA	PC - 39549 Cancelation Refund of \$200 for HR Director	(200.00)
502	6100	Publication of Notices	5760 LinkedIn	PC - 39541 Job Ad: Acct. Manager 1/30-2/6/23, Sr. Clerk 1/30-2/6/23	516.40
503	6100	Publication of Notices	5760 LinkedIn	PC - 39545 Job Ad: Acct. Manager 2/7-2/8/23, Sr. Clerk 2/7-2/14/23	369.78
504	7310	Publications	4348 Amazon.Com	PC - 39547 Performance Management, Fourth Edition Paperback Book	87.28
505	7550	Miscellaneous Expenses	4348 Amazon.Com	PC - 39540 10 Pk of Clear Plastic Pin Boxes - Employee Recognition Wk	19.33
506	7550	Miscellaneous Expenses	6867 Marianos	PC - 39542 2 Pks of Cheese, 3 Pks of Sour Cream, Onion - Chili Cookoff	32.54
507	7550	Miscellaneous Expenses	6867 Marianos	PC - 39543 Chili Cookoff Prizes 15-\$30,4-\$25,1-\$150,1-\$100,1-\$50 Gift Cards	850.00



# City of Des Plaines

## Warrant Register 04/03/2023

### JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
508	7550	Miscellaneous Expenses	5060 Dollar Tree Stores Inc	PC - 39544	Serving/Taste-Testing/Decorating Supplies - Chili Cookoff	37.00
<b>Total 250 - Human Resources</b>					<b>1,995.50</b>	

<b>Total 20 - City Administration</b>					<b>7,658.72</b>
---------------------------------------	--	--	--	--	-----------------

<b>Department: 30 - Finance</b>						
509	5310	Membership Dues	1440 IGFOA IL Government Finance Officers Assoc	PC - 39558	IGFOA 2023 Membership-Asst CM/Fin Dir, Asst Fin Dir, Fin Analyst	500.00
510	5310	Membership Dues	1413 ICMA Intl City/County Management Association	PC - 39560	Balance Due for Full Membership-Asst CM/Fin Dir 01/01-12/31/2023	200.00
511	6000	Professional Services	1737 GFOA Government Finance Officers Association	PC - 39559	Application Fee for the 2023 GFOA Budget Award Review	575.00
512	7200	Other Supplies	1076 Sam's Club Direct	PC - 39607	Paper Plates, Plastic Spoons, K-Cup Pods, Etc.	122.76
513	7200	Other Supplies	4348 Amazon.Com	PC - 39609	3 Desktop File Organizers	79.97
514	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 39608	Space Heater for Finance	36.49
<b>Total 30 - Finance</b>					<b>1,514.22</b>	

<b>Community Development</b>						
<b>Division: 410 - Building &amp; Code Enforcement</b>						
515	5325	Training	5331 IL Plumbing Heating Cooling Contractors Assoc	PC - 39577	2023 PHCC-5078-Plumbing Continuing Ed 3/17/23-Plumbing Inspector	35.00
516	5325	Training	1214 Suburban Building Officials Conference	PC - 39579	2023 SBOC Training - 3 Code Enforcement Employees on 3/10/2023	450.00
517	5325	Training	1214 Suburban Building Officials Conference	PC - 39580	2023 SBOC Training 3 Sessions-Elec Insp-3/10, 3/17 and 3/24/2023	450.00
518	5325	Training	1214 Suburban Building Officials Conference	PC - 39581	2023 SBOC Training for Bldg Insp 2 Sessions 3/10/23 and 3/24/23	300.00
519	5325	Training	1214 Suburban Building Officials Conference	PC - 39582	2023 SBOC Training for Plan Coordinator on 3/24/23	150.00
520	5325	Training	1214 Suburban Building Officials Conference	PC - 39583	2023 SBOC Training-Bldg Official-2 Sessions 3/10/23 and 3/24/23	300.00
521	7200	Other Supplies	4348 Amazon.Com	PC - 39576	Construction Calculator for Inspector	86.12
522	7200	Other Supplies	4348 Amazon.Com	PC - 39578	Milwaukee Rechargeable Flashlight for Inspector	67.98
<b>Total 410 - Building &amp; Code Enforcement</b>					<b>1,839.10</b>	

<b>Total 40 - Community Development</b>					<b>1,839.10</b>
-----------------------------------------	--	--	--	--	-----------------

<b>Public Works &amp; Engineering</b>						
<b>Division: 510 - Engineering</b>						
523	7000	Office Supplies	4348 Amazon.Com	PC - 39517	1 Pack of Batteries	5.86

# City of Des Plaines

## Warrant Register 04/03/2023

### JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
524	7000	Office Supplies	4348 Amazon.Com	PC - 39518	2 iPad Screen Protectors	21.96
<b>Total 510 - Engineering</b>					<b>27.82</b>	

<b>Division: 520 - Geographic Information Systems</b>						
525	6300	R&M Software	1287 ESRI Environmental Systems Research Institute Inc	PC - 39516	5-ArcGIS Online Field Worker Term Licenses 2/26/2023-2/25/2024	1,561.00
<b>Total 520 - Geographic Information Systems</b>					<b>1,561.00</b>	

<b>Division: 530 - Street Maintenance</b>						
526	7020	Supplies - Safety	4348 Amazon.Com	PC - 39589	Bib Overall - Streets - Maintenance Operator	129.99
<b>Total 530 - Street Maintenance</b>					<b>129.99</b>	

<b>Division: 535 - Facilities &amp; Grounds Maintenance</b>						
527	6195	Miscellaneous Contractual Services	4444 Misc Vendor for Procurement Card	PC - 39648	Rodent Control Service - 1501 Miner St - 2/22/23	65.00
528	6315	R&M Buildings & Structures	7689 Ambius	PC - 39487	February 2023 Monthly Plant Maintenance	718.08
529	6315	R&M Buildings & Structures	2965 State Fire Marshal	PC - 39538	Dumbwaiter Registration 08/05/2022 - DP Theatre	31.00
530	7045	Supplies - Building R&M	1939 Northern Tool & Equipment	PC - 39484	Air Line Fitting for PW	28.48
531	7045	Supplies - Building R&M	4348 Amazon.Com	PC - 39529	7 Boxes of CAT6 Cables for Fire Station 61	1,173.53
532	7045	Supplies - Building R&M	4348 Amazon.Com	PC - 39530	Refund for Shipping - CAT6 Cables for Fire Station 61	(14.18)
533	7045	Supplies - Building R&M	4348 Amazon.Com	PC - 39531	Refund for Shipping - CAT6 Cables for Fire Station 61	(14.18)
534	7045	Supplies - Building R&M	4348 Amazon.Com	PC - 39532	Refund for Shipping - CAT6 Cables for Fire Station 61	(14.17)
535	7045	Supplies - Building R&M	4348 Amazon.Com	PC - 39533	Refund for Shipping - CAT6 Cables for Fire Station 61	(14.18)
536	7045	Supplies - Building R&M	4348 Amazon.Com	PC - 39534	Refund for Shipping - CAT6 Cables for Fire Station 61	(14.18)
537	7045	Supplies - Building R&M	4348 Amazon.Com	PC - 39535	Refund for Shipping - CAT6 Cables for Fire Station 61	(14.18)
538	7045	Supplies - Building R&M	4348 Amazon.Com	PC - 39536	Refund for Shipping - CAT6 Cables for Fire Station 61	(14.17)
539	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 39647	Replacement Coffee Machines - City Hall	584.88
<b>Total 535 - Facilities &amp; Grounds Maintenance</b>					<b>2,501.73</b>	

<b>Division: 540 - Vehicle Maintenance</b>						
540	7020	Supplies - Safety	4348 Amazon.Com	PC - 39590	Winter Jacket - Mechanic	139.99
541	7030	Supplies - Tools & Hardware	4348 Amazon.Com	PC - 39499	Pressure Tester	107.11
542	7030	Supplies - Tools & Hardware	4348 Amazon.Com	PC - 39500	Check Valve for Cooling Tester	6.16

**City of Des Plaines**  
**Warrant Register 04/03/2023**  
**JPMorgan Chase**

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
543	7040	Supplies - Vehicle R&M	4348 Amazon.Com	PC - 39493	2 Brake Rotors - PD Stock	227.90
544	7040	Supplies - Vehicle R&M	4348 Amazon.Com	PC - 39494	2 Brake Rotors - PD Stock	227.90
545	7040	Supplies - Vehicle R&M	4444 Misc Vendor for Procurement Card	PC - 39495	Complete Drivers Seat - PW Stock	202.65
546	7040	Supplies - Vehicle R&M	4348 Amazon.Com	PC - 39498	Refund - Return of 2 Brake Rotors - PD Stock	(227.90)
547	7300	Uniforms	4348 Amazon.Com	PC - 39492	Uniform Pants - Vehicle Maintenance - Foreman	48.65
548	7300	Uniforms	4348 Amazon.Com	PC - 39496	Uniform Socks - Vehicle Maint - Foreman	19.99
549	7300	Uniforms	4348 Amazon.Com	PC - 39497	Uniforms - 2 Pairs Pants and 2 Shirts - Vehicle Maint - Foreman	100.36
<b>Total 540 - Vehicle Maintenance</b>					<b>852.81</b>	

<b>Total 50 - Public Works &amp; Engineering</b>	<b>5,073.35</b>
--------------------------------------------------	-----------------

<b>Police Department</b>						
<b>Division: 610 - Uniformed Patrol</b>						
550	5325	Training	5775 Defensive Edge Training & Consulting Inc	PC - 39551	Rifle Armorer Class 3/1-3/2/2023 (2 Ofc)	1,100.00
551	5325	Training	5775 Defensive Edge Training & Consulting Inc	PC - 39552	Rifle Armorer Class 3/1-3/2/2023 (1 Ofc)	550.00
552	5325	Training	1474 Spartan Tactical Training Group LLC	PC - 39556	Room Entry Class 4/15-4/16/23-1 Ofc/Medical Class 4/22/23 1 Ofc	350.00
553	7000	Office Supplies	4348 Amazon.Com	PC - 39528	Yellow Copy Paper	64.96
554	7200	Other Supplies	2508 Doje's Forensic Supplies	PC - 39604	Print Lift Tape and Backing Cards, Digital Evidence Cards, Etc.	151.88
<b>Total 610 - Uniformed Patrol</b>					<b>2,216.84</b>	

<b>Division: 620 - Criminal Investigation</b>						
555	6015	Communication Services	8347 Browning Trail Cameras	PC - 39485	Cell Connection- Trail Camera for Surveillance 2/18-3/18/2023	29.99
556	7200	Other Supplies	4348 Amazon.Com	PC - 39525	Power Cord, USB Card Readers, Mesh Trays	116.38
<b>Total 620 - Criminal Investigation</b>					<b>146.37</b>	

<b>Division: 630 - Support Services</b>						
557	5320	Conferences	4444 Misc Vendor for Procurement Card	PC - 39554	Peer Support Conference 3/27-3/28/2023 (2 Ofc, 1 Soc Worker)	525.00
558	5325	Training	6851 Axon Enterprise Inc	PC - 39550	Taser Inst Class 4/11/2023 (1 Ofc)	495.00
559	5325	Training	1474 Spartan Tactical Training Group LLC	PC - 39557	Room Entry Class 4/15-4/16/23-1 Ofc/Medical Class 4/22/23 1 Ofc	262.55
560	6110	Printing Services	1580 Mighty Mites Awards Inc	PC - 39505	Appreciation Plaque - Tactical Response Team 1/3/2023	92.00
561	7000	Office Supplies	4348 Amazon.Com	PC - 39522	1 Pack of Flash Drives	60.75
562	7000	Office Supplies	4348 Amazon.Com	PC - 39524	Adjustable Book Rack	39.90
563	7000	Office Supplies	4348 Amazon.Com	PC - 39527	Bankers Box (2)	89.30

**City of Des Plaines**  
**Warrant Register 04/03/2023**  
**JPMorgan Chase**

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
564	7010	Supplies - Community Relations	4444 Misc Vendor for Procurement Card	PC - 39508	Entry Fee U of Iowa Career Fair	250.00
565	7010	Supplies - Community Relations	4444 Misc Vendor for Procurement Card	PC - 39513	Lodging for U of Iowa Career Fair (1 Ofc) 2/21-2/22/2023	115.94
566	7010	Supplies - Community Relations	4444 Misc Vendor for Procurement Card	PC - 39555	Lodging for 2 Ofc Iowa Job Fair 2/21-2/22/2023	115.94
567	7200	Other Supplies	1057 Menard Incorporated	PC - 39501	Paint Pen and Insert Drive Bit	10.97
568	7200	Other Supplies	8244 Des Plaines Ace Hardware	PC - 39510	Pipe Wrench and Staples	41.93
569	7200	Other Supplies	4444 Misc Vendor for Procurement Card	PC - 39514	Extension Cord	10.58
570	7200	Other Supplies	4348 Amazon.Com	PC - 39520	Refund for Plastic Forks, Knives, and Spoons	(51.98)
571	7200	Other Supplies	1076 Sam's Club Direct	PC - 39521	Plastic Forks, Knives, and Spoons	83.88
572	7200	Other Supplies	4348 Amazon.Com	PC - 39523	Refund for Plastic knives, Forks, and Spoons	(26.00)
573	7200	Other Supplies	4348 Amazon.Com	PC - 39526	Paper Cups, Bowls, and Plates	199.46
574	7200	Other Supplies	4348 Amazon.Com	PC - 39553	Qty 24 AA Batteries and Qty 24 AAA Batteries	57.78
575	7500	Postage & Parcel	1566 UPS Store The	PC - 39603	Shipping for BWC Repair 01/31/2023	64.58
<b>Total 630 - Support Services</b>					<b>2,437.58</b>	

<b>Total 60 - Police Department</b>	<b>4,800.79</b>
-------------------------------------	-----------------

<b>Fire Department</b>						
<b>Division: 100 - Administration</b>						
576	5310	Membership Dues	1482 Metropolitan Fire Chiefs Association of Illinois	PC - 39567	2023 Membership Dues - Deputy Chief 1/1/23-12/31/23	40.00
577	5310	Membership Dues	1482 Metropolitan Fire Chiefs Association of Illinois	PC - 39568	2023 Membership Dues - Deputy Chief 1/1/23-12/31/23	40.00
578	5310	Membership Dues	1482 Metropolitan Fire Chiefs Association of Illinois	PC - 39569	2023 Membership Dues - Fire Chief 1/1/23-12/31/23	40.00
579	6310	R&M Vehicles	8555 Speedy Shine Car Wash	PC - 39595	Car Wash 2/10/23 Vehicle 6102 - Deputy Chief	8.00
580	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 39596	Detachable Tri-Screen for Laptop - Deputy Chief	463.26
581	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 39598	Otterbox iPhone Case - Admin Phone	26.55
<b>Total 100 - Administration</b>					<b>617.81</b>	

<b>Division: 710 - Emergency Services</b>						
582	6310	R&M Vehicles	8555 Speedy Shine Car Wash	PC - 39594	Car Wash 2/8/23 - Utility 61	9.00

# City of Des Plaines

## Warrant Register 04/03/2023

### JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount
583	7025	Supplies - Custodial	8779 Ecolab USA Incorporated	PC - 39570 Credit for Tax Charged on Invoice 6271740009	(26.84)
584	7200	Other Supplies	1513 Owl Hardwood Lumber & Plywood Inc	PC - 39599 Lumber for Retirement Plaques	617.13
585	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 39573 3 Full Motion TV Wall Mounts - Station Wide	172.94
586	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 39601 Welded Bottle Jack, Hydraulic Bottle Jack	112.76
587	7320	Equipment < \$5,000	8148 Global Test Supply LLC	PC - 39602 Bump Alarm Test Gas for Meters	2,043.40
588	8010	Furniture & Fixtures	5618 Wayfair LLC	PC - 39600 Desk for Lt. Office - Station 61	259.99
<b>Total 710 - Emergency Services</b>					<b>3,188.38</b>

Division: 720 - Fire Prevention					
589	5310	Membership Dues	1551 IL Fire Inspectors Assoc	PC - 39575 2023 Membership Dues - Fire Prevention Bureau 1/1/23-12/31/23	100.00
590	7320	Equipment < \$5,000	2509 Lynn Peavey Co	PC - 39574 Evidence Cans	33.94
<b>Total 720 - Fire Prevention</b>					<b>133.94</b>

Division: 730 - Emergency Management Agency					
591	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 39597 Wet/Dry Vac - EMA	174.32
<b>Total 730 - Emergency Management Agency</b>					<b>174.32</b>

<b>Total 70 - Fire Department</b>					<b>4,114.45</b>
-----------------------------------	--	--	--	--	-----------------

Department: 90 - Overhead					
592	7500	Postage & Parcel	1700 United States Postal Service	PC - 39606 PI-5 Permit for USPS Marketing Mail 12/28/2022-12/27/2023	290.00
<b>Total 90 - Overhead</b>					<b>290.00</b>

<b>Total 100 - General Fund</b>					<b>25,459.61</b>
---------------------------------	--	--	--	--	------------------

Fund: 260 - Asset Seizure Fund					
Program: 2610 - Customs					
593	7320	Equipment < \$5,000	8244 Des Plaines Ace Hardware	PC - 39506 Parts for Squad Computers Install	75.94
<b>Total 2610 - Customs</b>					<b>75.94</b>

Program: 2620 - DEA					
594	5325	Training	8667 D5 Ranges Inc	PC - 39503 Range Rental for TRT 2/1/2023	306.00
595	7320	Equipment < \$5,000	1047 Home Depot Credit Svcs	PC - 39502 Armorer Tool Organizer	149.91
596	7320	Equipment < \$5,000	8244 Des Plaines Ace Hardware	PC - 39504 Cable Ties for Squad Computers	99.92
597	7320	Equipment < \$5,000	1047 Home Depot Credit Svcs	PC - 39507 Armorer Tool Box	303.00

**City of Des Plaines**  
**Warrant Register 04/03/2023**  
**JPMorgan Chase**

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
598	7320	Equipment < \$5,000	8244 Des Plaines Ace Hardware	PC - 39509	Pipe Wrench and Staples	31.99
599	7320	Equipment < \$5,000	5854 MidwayUSA	PC - 39511	Armorer Tools	190.30
600	7320	Equipment < \$5,000	1722 Brownells Inc	PC - 39512	Armorer's Tools	180.46
<b>Total 2620 - DEA</b>					<b>1,261.58</b>	

<b>Program: 2640 - Forfeit</b>						
601	7200	Other Supplies	7186 Bentley's Pet Stuff-SC	PC - 39571	Food for K9 Jager 2/13/2023	98.09
<b>Total 2640 - Forfeit</b>					<b>98.09</b>	

<b>Total 260 - Asset Seizure Fund</b>					<b>1,435.61</b>
---------------------------------------	--	--	--	--	-----------------

<b>Fund: 400 - Capital Projects Fund</b>						
602	5320	Conferences	7664 IL Assoc for Floodplain & Stormwater Mgmt (IAFSM)	PC - 39515	IAFSM Conference - Asst Director of PW and Eng 03/14-03/15/2023	430.00
<b>Total 400 - Capital Projects Fund</b>					<b>430.00</b>	

<b>Fund: 420 - IT Replacement Fund</b>						
603	8005	Computer Hardware	4444 Misc Vendor for Procurement Card	PC - 39612	Remarkable for CED	470.80
604	8005	Computer Hardware	8415 Ubiquiti Inc	PC - 39613	Ubiquiti Access Points for City Use	1,126.19
<b>Total 420 - IT Replacement Fund</b>					<b>1,596.99</b>	

<b>Fund: 430 - Facilities Replacement Fund</b>						
605	7045	Supplies - Building R&M	1939 Northern Tool & Equipment	PC - 39483	HEPA Filters for 1460 Miner St	1,615.00
<b>Total 430 - Facilities Replacement Fund</b>					<b>1,615.00</b>	

<b>Fund: 500 - Water/Sewer Fund</b>						
<b>Division: 550 - Water Systems</b>						
606	5325	Training	4444 Misc Vendor for Procurement Card	PC - 39537	MCWWA February 2023 Conference - Superintendent - 02/15/2023	25.00
607	7020	Supplies - Safety	4348 Amazon.Com	PC - 39584	Bib Overall - Water - Maintenance Operator	124.75
608	7020	Supplies - Safety	4348 Amazon.Com	PC - 39586	Winter Jacket - Water - Maintenance Operator	154.99
609	7300	Uniforms	4348 Amazon.Com	PC - 39588	5 Uniform Pants - Water - Foreman	202.00
610	7500	Postage & Parcel	1700 United States Postal Service	PC - 39539	Certified Mail for Water Meter Replacements 02/21/2023	54.00
<b>Total 550 - Water Systems</b>					<b>560.74</b>	

**City of Des Plaines**  
**Warrant Register 04/03/2023**  
**JPMorgan Chase**

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
<b>Division: 560 - Sewer Systems</b>						
611	5310	Membership Dues	3414 Water Environment Federation	PC - 39585	Annual Membership 3/01/2023-2/29/2024 - Utility Superintendent	110.00
612	7030	Supplies - Tools & Hardware	4348 Amazon.Com	PC - 39587	Electrical Tester and Case for Sewer Division	277.76
<b>Total 560 - Sewer Systems</b>					<b>387.76</b>	
<b>Total 500 - Water/Sewer Fund</b>					<b>948.50</b>	
<b>Fund: 700 - Escrow Fund</b>						
613	2221	Taste of Des Plaines	8595 Alpha-Lit Chicago LLC	PC - 39519	Deposit for Taste of Des Plaines Photo Opportunity 6/16-6/17/23	450.00
<b>Total 700 - Escrow Fund</b>					<b>450.00</b>	
<b>Grand Total</b>					<b>31,935.71</b>	

# City of Des Plaines

## Warrant Register 04/03/2023

### Summary

	<u>Amount</u>	<u>Transfer Date</u>
Automated Accounts Payable	\$ 1,864,371.80 **	4/3/2023
Manual Checks	\$ 20,971.19 **	3/17/2023
Payroll	\$ 1,339,410.22	3/24/2023
RHS Payout	\$ -	
Electronic Transfer Activity:		
JPMorgan Chase Credit Card	\$ 31,935.71	3/13/2023
Chicago Water Bill ACH	\$ 39,701.24	3/13/2023
Postage Meter Direct Debits	\$ -	
Utility Billing Refunds	\$ -	
Debt Interest Payment	\$ -	
IMRF Payments	\$ 96,730.20	3/8/2023
Employee Medical Trust	\$ -	
Property Purchase-1300 River Rd	\$ 506,000.00	3/16/2023
<b>Total Cash Disbursements:</b>	<b><u>\$ 3,899,120.36</u></b>	

\* Multiple transfers processed on and/or before date shown

\*\* See attached report

Adopted by the City Council of Des Plaines

This Third Day of April 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 23, 2023  
To: Michael G. Bartholomew, City Manager  
From: John T. Carlisle, AICP, Director of Community and Economic Development *JTC*  
Samantha Redman, Associate Planner *SR*  
Subject: Conditional Use for Proposed Body Art Establishment at 1781 E. Oakton Street

**Issue:** The petitioner is requesting a conditional use permit to operate a Body Art Establishment in the C-3 General Commercial District.

**PIN:** 09-28-103-044-0000

**Petitioner:** Francisco Castellanos, 1401 S. Wolf Rd., Des Plaines, IL, 60018

**Owner/Property Control:** Salvador Castellanos, 1479 Wicke St., Des Plaines, IL 60018

**Case Number:** #23-007-CU

**Ward Number:** #2, Alderman Colt Moylan

**Existing Zoning:** C-3, General Commercial

**Surrounding Zoning:** North: C-3, General Commercial  
South: R-1, Single Family  
East: C-3, General Commercial  
West: C-3, General Commercial

**Surrounding Land Uses:** North: Commercial buildings  
South: Single Family Residences  
East: Commercial buildings  
West: Commercial buildings

**Street Classification:** Oakton Street is classified as a minor arterial road.

**Comprehensive Plan:** Higher Density Urban Mix with Residential is the recommended use for this property.

**Property/Zoning History:** This building was originally built in 1965 according to the Cook County Assessor. The building's current configuration, with the commercial area on the ground floor and two apartments on the second floor, has existed throughout its known history. The property has had a commercial zoning since the 1920s. Many buildings in this neighborhood are "mixed use," meaning at least one residential unit is located above a commercial use. Previously, the commercial space was used for a radio store with apartments on the second story from the early 1970s to 2022. This site is located within the 100-year floodplain, requiring adherence to Federal Emergency Management Agency (FEMA) regulations for any construction in this location.

**Project Description:** The petitioner, Francisco Castellanos of Serpent's Lair is proposing a conditional use to allow a body art establishment at 1781 E. Oakton. The property currently consists of two occupied two-bedroom apartments on the second story and Angels and Dragons Emporium -- a sustainable clothing, accessories, and novelties store -- on half of the ground story. The tattoo shop is proposing to be located in the second half of the commercial space on the ground level.

***Proposed Use and Hours of Operation***

The attached floor plan includes the areas associated with the Angels and Dragons Emporium (485 square feet), the proposed area for the tattoo shop (485 square feet), shared areas including the bathrooms, and storage areas for the building. The proposed hours of operation are 11 a.m. to 7 p.m. Monday through Saturday and Sunday 12 p.m. to 6 p.m. and are by appointment only. The hours of operation for Angels and Dragons Emporium, the existing store in the building, are 11 a.m. to 7 p.m. Monday through Saturday and Sunday 12 p.m. to 5 p.m. The hours will overlap, supporting both businesses. Serpent's Lair seeks to operate during these hours to limit disturbance to the existing residences in the building and the single-family residential neighborhood to the south.

***Body Art Establishment Regulations***

Body art establishments are defined in Section 12-13-3 as, "an establishment licensed under the Illinois Department of Public Health that conducts physical body adornment activities," which may include piercing and tattooing. The proposed use for this location falls under this definition.

In 2020 the Zoning Ordinance was amended to define and regulate body art establishments. Body art establishments are only permitted within the C-3 zoning district with a conditional use and may not be located closer than one mile to any other similar establishment. This location is outside of the range of the only other tattoo business in Des Plaines: High Class Studio, located at 633 Metropolitan Way.

The original intent of requiring a conditional use for body art establishments was to provide limitations on the location of these businesses and the proximity to other body art establishments. For a body art establishment, the conditional use process allows the City to determine if a use is compatible with its

neighborhood and, partnered with state licensing regulations, ensure a facility will provide safe and sanitary services. Although parking may be a consideration for this location and for this type of business, the length of time required for tattooing (according to the petitioner, a minimum of one hour per customer, with larger projects taking several hours) limits the amount of traffic and parking generated. Serpent’s Lair Tattoo is proposing to be by appointment only.

No federal laws – only state – exist regulating tattoo establishments. In Illinois tattooing is regulated by the Illinois Department of Public Health’s Body Art Code.<sup>1</sup> This code requires all body art establishments to obtain registration with the state and regulates disinfection, sterilization, and disposal practices. All artists are required to have blood-borne pathogens certifications. No tattooing is permitted on anyone under the age of 18, and proof of ID is required.

Of note, the petitioner previously operated The Serpent’s Lair Tattoo for nine years in northwest Chicago located at 4219 North Elston Ave. The Petitioner’s Narrative and Response to Standards includes several letters from previous employees and clients discussing the former shop, noting the cleanliness, professionalism, and consideration of the shop within the neighborhood.

The subject of this conditional use is the location of one specific tattoo studio, but it is worth noting the evolution of the industry. In past decades, tattooing and tattoo parlors have had a negative connotation within the United States. The practice has been associated with crime and deviancy, considered a taboo or counterculture practice, and many municipalities either severely restrict or prohibit tattoo businesses. However, the prevalence of tattoos on adults has been growing steadily in recent decades. Between 2012 and 2019, the percentage of American adults with a tattoo grew from 21% to 30%.<sup>2</sup> The global market size for tattoos is currently valued at \$1.75 billion and it is estimated to grow to \$3.55 billion by 2029.<sup>3</sup> As this number grows, it is reasonable to assume that the correlation, or perception of a correlation, between tattoos and crime will lessen.

### ***Existing Non-Conformity***

The proposed business will be located within the existing commercial space. The building is currently nonconforming with two two-bedroom apartments above the first story commercial space. The current language in Section 12-7-3.F.2.a (as amended in 2001) allows *one* apartment above the first floor of a commercial building for properties in the C-3 zoning district between Oakton St and the railroad tracks east to the city limits. However, this restriction in

---

<sup>1</sup> Illinois Department of Public Health. (n.d.). Body Art Establishments. Springfield, IL, USA. Retrieved from <https://dph.illinois.gov/topics-services/environmental-health-protection/body-art-establishments.html>

<sup>2</sup> Jackson, C. (2019, 08 29). IPSOS. Retrieved from More Americans Have Tattoos Today than Seven Years Ago: <https://www.ipsos.com/en-us/news-polls/more-americans-have-tattoos-today>

<sup>3</sup> Fortune Business Insights. (2022, 11). Fortune Business Insights. Retrieved from The global tattoo market is projected to grow from \$1.89 billion in 2022 to \$3.55 billion by 2029, at a CAGR of 9.43% in the forecast period 2022-2029: <https://www.fortunebusinessinsights.com/tattoo-market-104434>

number of apartments either did not exist when the building was constructed in the 1960s or a variation was granted to allow for residences above; of note, several neighboring buildings were granted variations between the 1960s and early 2000s to construct apartments above their storefronts. The existing retail space and the residential units can persist, provided they abide by the regulations regarding nonconformities.

### ***Parking Requirements***

Body art establishments are required to provide one space for every 250 square feet of floor area per Section 12-9-7. The definition of “floor area” in Section 12-13-3 allows spaces such as restrooms, mechanical rooms, hallways, and storage areas to be excluded. With a floor area of 485 square feet subject to the parking requirement, two spaces are required. The existing store in the unit is approximately the same size, requiring two spaces. The second story residences would require two spaces per dwelling unit, with four spaces total. The total parking required for this mixture of uses would be eight spaces.

Off-street parking is located in the rear of the building, an area capable of holding approximately four standard spaces. Current striping does not meet requirements of the Zoning Ordinance or the Illinois Accessibility Code. A suggested condition of approval is to re-stripe the parking area to the dimensions specified in Section 12-9-6, including adding one accessible space to meet requirements of 12-9-8.

However, when the building was constructed, the parking requirements were significantly different. Section 12-9-2 states, “if the building or structure was erected prior to the effective date [of the current Zoning Ordinance], additional parking or loading facilities are mandatory only in the amount by which the requirements for the new use would exceed those for the existing use.” The use of the building prior to its purchase in 2022 was a commercial radio store, classified as a “retail establishment.”

The amount of parking required for a retail establishment when the building was originally constructed was one space per 200 square feet of floor area, but only if the floor area exceeded 2,500 square feet. The definition of “floor area” for the purposes of calculating parking requirements in the 1961 Zoning Ordinance was the same as the current definition. Therefore, no parking was required for the approximately 970 square feet of total retail space. For the apartments, 1.5 spaces were required per dwelling unit with 0.25 spaces allocated for guest parking. The rear parking lot includes enough room for approximately four 8 ½ foot by 20 foot parking spaces. In sum, at the time of construction, the property’s uses met off-street parking requirements.

Because of this provision in Section 12-9-2, a parking variation is not required because two required spaces for retail matches the two required spaces for body art. However, with the conditional use process, the petitioner must demonstrate the proposed use will not be disruptive to the neighboring area. The PZB considered how substantial the effect of not having off-street parking for this use would be to businesses and residents in this area and voted to recommend the Conditional Use to the City Council at the March 14, 2023 meeting.

**PZB Recommendation and Conditions:** The PZB held a public hearing on March 14, 2023 to consider the request. Their rationale for recommendations is captured in the excerpt to the approved minutes of the March 14, 2023 meeting. The PZB voted 5-0 to *recommend approval* of the conditional use request. Pursuant to Section 12-3-4.D.4 of the Zoning Ordinance, the City Council has final authority to approve, approve with modifications, or deny the request, which will be included in Ordinance Z-3-23. Should the City Council vote to approve the requests, staff and the PZB recommend the following conditions:

**Recommend Conditions of Approval:**

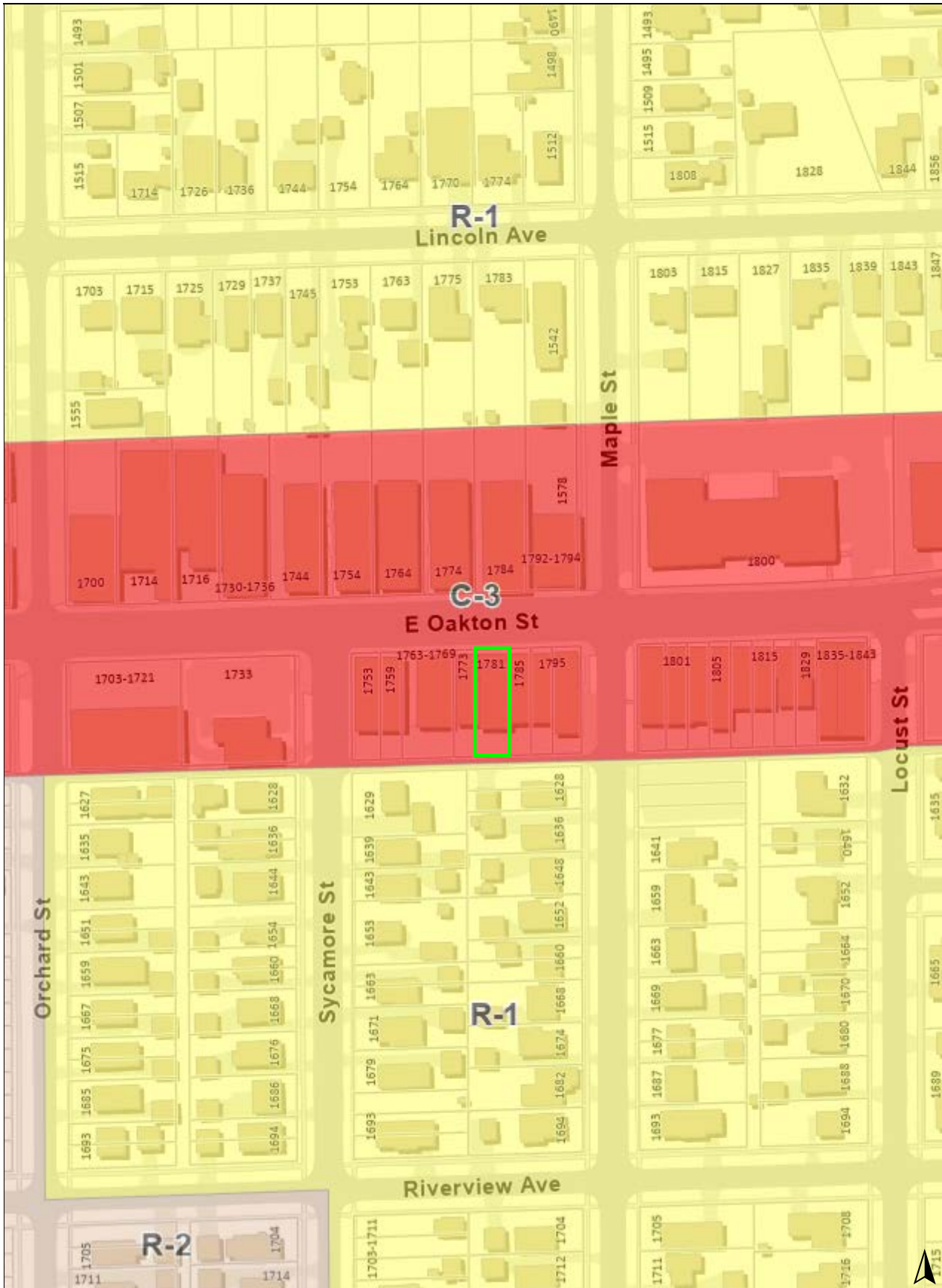
1. The Subject Property shall only be used for activities related to the Body Art Establishment during the following times:
  - a.) 11:00 a.m. to 7:00 p.m. Monday through Saturday
  - b.) 12:00 p.m. to 6:00 p.m. on Sunday
2. The off-street parking area for the Subject Property must be striped in accordance with Section 12-9-6 of the Zoning Ordinance. One accessible parking space must be located on the Subject Property to meet the accessibility standards set forth in Section 12-9-8 of the Zoning Ordinance and the Illinois Accessibility Code. The Petitioner must complete all required striping before applying for a business license for the Body Art Establishment.
3. The Petitioner must have the exterior stairwell located at the rear of the Building repaired or replaced prior to applying for a business license for the Body Art Establishment. A building permit must be submitted, approved, and final inspections completed by the Fire Department, in accordance with the City Code, including, without limitation, the Fire Code set forth in Chapter 3 of Title 10 of the City Code.
4. The Petitioner must obtain, and maintain at all times, all required State of Illinois license(s) required for the operation of the Body Art Establishment.

**Attachments:**

- Attachment 1: Location Map
- Attachment 2: Site and Context Photos
- Attachment 3: Petitioner’s Response to Standards and Letters of Recommendation
- Attachment 4: PZB Vice Chairman Saletnik Memo to Mayor and City Council
- Attachment 5: Excerpt of Approved Minutes from the March 14, 2023 PZB Meeting

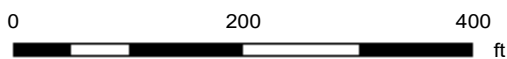
**Ordinance Z-7-23**

- Exhibit A: Project Narrative
- Exhibit B: Plat of Survey/Site Plan
- Exhibit C: Floor Plan
- Exhibit D: Unconditional Agreement of Consent



**Legend**

- Subject Site
- Zoning
  - C-3: General Comm
  - R-1: Single Family Residential
  - R-2: Two Family Residential



Print Date: 3/9/2023

**Notes**

Disclaimer: The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law. This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.



1781 E Oakton St – Public Notice Sign



View of 1781 E. Oakton St. - Two story building abutting two commercial buildings



View of commercial space and neighboring store. Proposed use to be in left most space, half of ground floor commercial area.



View of rear parking area and stairway



### STANDARDS FOR CONDITIONAL USES

**The Planning and Zoning Board and City Council review the particular facts and circumstances of each proposed Conditional Use in terms of the following standards.** Keep in mind that in responding to the items below, you are demonstrating that the proposed use is appropriate for the site and will not have a negative impact on surrounding properties and the community. Please answer each item completely and thoroughly (two to three sentences each).

- The proposed conditional use is in fact a conditional use established within the specific zoning district involved;

Yes, this is a "conditional use" within the C-3 zoning district.

- The proposed conditional use is in accordance with the objectives of the city's comprehensive plan and this title;

The 2019 Comprehensive Plan illustrates this area to be used for a 'higher density, urban mix', implying a mixture of uses for this area. This use would provide a business for residents and visitors of this area and contribute to this long term vision of the Oakton St corridor.

- The proposed conditional use is designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity;

We "Serpent's Lair" are not making any changes to the properties exterior or interior. We may seek a facade rehabilitation grant in the future, as available. The existing storefront is harmonious with the overall character of the other commercial businesses along this street. The floor plan will enter/exit along Oakton Street and



the proposed signs will be similar in size and scale to other signs in this area and meet the Des Plaines Zoning Ordinance regulations.

- The proposed conditional use is not hazardous or disturbing to existing neighboring uses;

The "Serpent's Lair" maintains a high regard for its place of business and clientele. We lived harmoniously for 9 years in our previous location and expect the same in Des Plaines. Our clientele is working class and is and has always been respectful to our past neighbors and city workers.

Since work is done by appointment (no more than 2 customers at a time) the current parking in front and side streets is sufficient. Hours of operation will be Mon-Sat 11am to 7pm and Sundays 12pm to 6pm. All activities occur indoors and no excessively loud music will be played inside the store; no sound will be projected outside of the store. Customers will be encouraged to park on Oakton St. or any other allocated parking for this business, rather than the residential area to the south.

The individual must be 18 years of age with proof of ID and fill out the state required form prior to the tattoo process. Artists in employment will have blood borne pathogens certifications. Cleaning and disinfecting is required after every tattoo. Brand new disposable needles and industry standard ink for every client is used. Tattoo needles will be disposed of by a professional service. GRPDISPOSAL.net

- The proposed conditional use is to be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools; or the persons or agencies responsible for the establishment of the proposed conditional use shall provide adequately any such services;

This use will be adequately served by existing public facilities and services. No significant impacts are anticipated; this business will be located in an existing building in a commercial corridor. The establishment will follow all local and state regulations regarding disinfection, cleanliness, and proper disposal of all needles and other substances related to the business.

- The proposed conditional use does not create excessive additional requirements at public expense for public facilities and services and not be detrimental to the economic welfare of the community;

This use is not anticipated to generate any additional strain on public facilities or services. This business will be located in an existing, unoccupied portion of a building, connected to existing facilities and services. This is a new business and

will contribute to the local economy through taxes and encouraging commercial activity along Oakton St.

- The proposed conditional use does not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors;

This use will not involve any harmful traffic, noise, smoke, fumes, glare or odors. The body art establishment will follow all applicable local, state and federal regulations to ensure the safety of clients, employees and the community.

- The proposed conditional use provides vehicular access to the property designed that does not create an interference with traffic on surrounding public thoroughfares;

No additional entrances or exits will be provided to/from this property. No additional traffic will be generated except traffic associated with clients (appointment only), employees, and occasional deliveries. Used needles will be stored in a safe secure area in sharps containers until shipped by UPS for disposal.

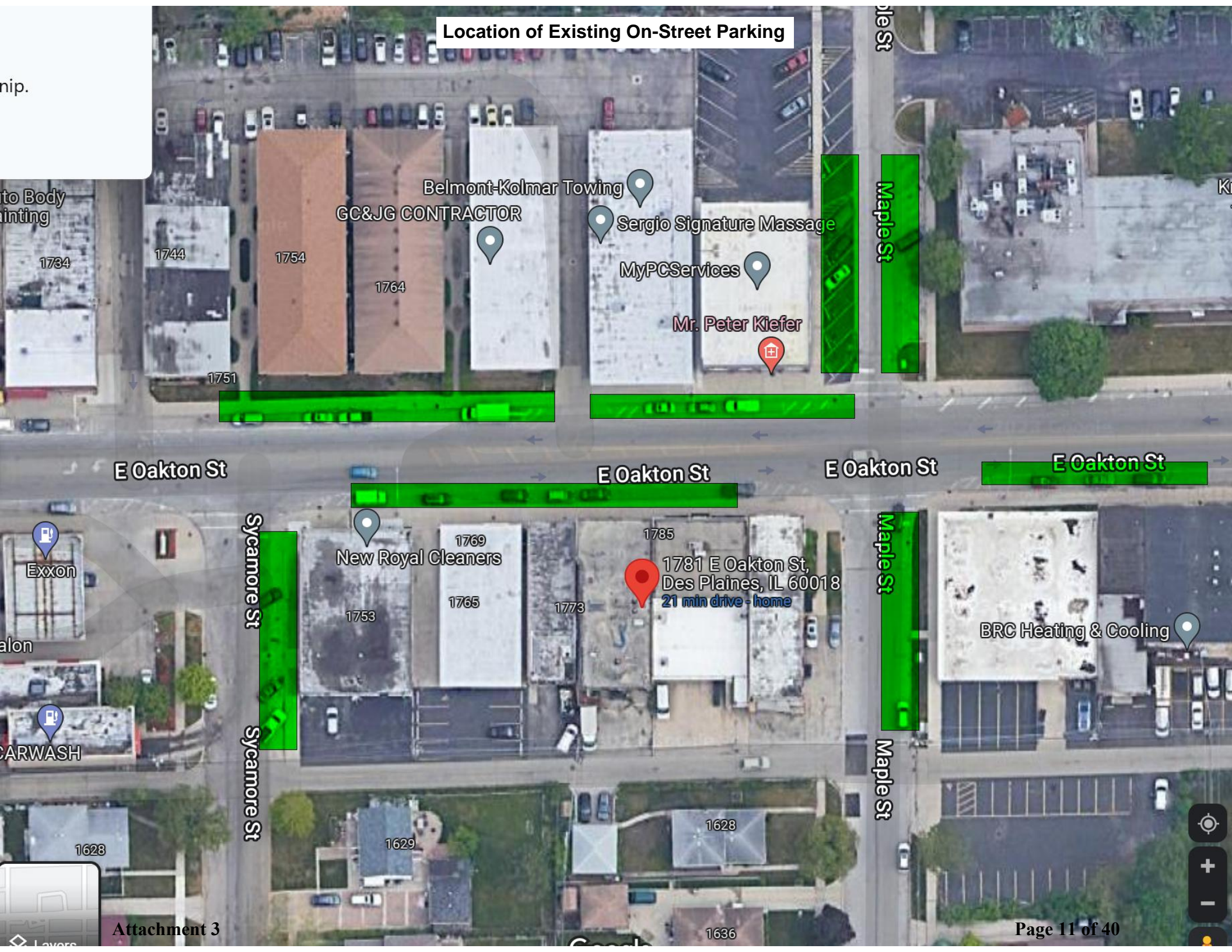
- The proposed conditional use does not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance; and

This use will not have any impact on any important natural, scenic or historic feature.

- The proposed conditional use complies with all additional regulations in this title specific to the conditional use requested

This use will follow all applicable state, local and federal regulations.

Location of Existing On-Street Parking



ship.

to Body  
Painting

1734

1744

1754

1764

1751

E Oakton St

E Oakton St

E Oakton St

E Oakton St

Sycamore St

Sycamore St

Maple St

Maple St

New Royal Cleaners

1769

1785

1781 E Oakton St,  
Des Plaines, IL 60018  
21 min drive - home

1753

1765

1773

BRC Heating & Cooling

alon

CARWASH

1628

1629

1628

1636

# Sarah Spread

5448 N. Lawler Ave  
Chicago, IL 60630  
773-426-2781  
SARAHSPREAD@YAHOO.COM

February 5, 2023

Des Plaines City Counsel  
Des Plaines Zoning Board  
Attn: Samantha Redman, Associate Planner

To whom it may concern:

My name is Sarah Spread, I'm writing to you all on behalf of Francisco "Franky" Castellanos regarding his zoning ordinance application of 1781 E. Oakton St., Des Plaines, IL 60018.

I have been a friend of Franky's for years and also had the pleasure of working alongside him 2017-2020 at his previous business, Serpent's Lair Tattoo 4219 N. Elston in Chicago. During that time, Franky continually displayed professionalism, sanitary practices, OSHA compliance, as well as regard for the surrounding businesses and residences. He was respectful when it came to keeping noise and music volume down, no late-night disturbances, never crowded public parking, etc.

We were sure to make our neighbors felt as though we were all there to benefit the community together and always kept the line of communication open and friendly for any questions or concerns (although that was never an issue to arise, as far as I know).

I hope you also consider the impact this new shop would have on the younger residents of Des Plaines. It would be a positive sign of acceptance and inclusion as tattoos continue to become a commonly accepted form of self expression- even in the most professional of workplaces. In today's social climate, we value that unity and any chance to help people feel that they are apart of a community rather than hidden or disregarded as less-than. The lack of professional tattoo shops in the area only makes that entire subculture feel unwelcome and the money they could bring to the community would only help the growth and migration of young families to the village.

Thank you for your time, I hope we can all continue moving forward in all aspects.

Sincerely yours,

Sarah Spread

A LETTER OF RECOMMENDATION FOR  
**Frankie Castellanos**

February 4, 2023

Des Plaines City Hall  
1420 Miner St.  
Des Plaines, IL 60016  
(847) 391-5300

To Whom It May Concern,

Hello, my name is Zachary Pietz and I'm an eight year veteran of the Chicago Police Department. I'm writing to you today to recommend Frankie Castellanos to receive a permit to open up a tattoo shop in your town. Not only am I a client of Frankie's but we were friends long before that. Your city can rest easy, knowing Frankie will take care of the building, neighborhood and will be kind to his neighbors as well. Frankie grew up in Des Plaines and still calls the city home. He knows the community well and is raising his son there too. I have recommended numerous family and friends to get tattooed by Frankie because I trust him and know he will do a great job. He is a hard worker and will not jeopardize his business nor his name with any type of shenanigans coming from his work. So I ask for your kindness in allowing my friend to open his shop in Des Plaines. Thank you, be safe and healthy.

Respectfully,

Zachary Pietz

ZAKPIETZ@HOTMAIL.COM

312-927-4064

Letter of Recommendation:

Feb 01, 2023

Serpent's Lair Tattoo Studio

I am writing this letter of recommendation to the City of Des Plaines for their consideration in regard to accepting the application for the request to open Serpent's Lair Tattoo Studio in your city. My name is Scott Ruckrich and I am a resident of the City of Chicago. I have been employed with the Chicago Police Department for 10 years and I currently hold the rank of Detective. I would consider myself an upstanding citizen and a professional. I am also a veteran of the United States Marine Corps.

I have known Franky Castellanos for over 10 years. A mutual friend, who is also a police officer, recommended him to me as I was looking for a tattoo artist. At the time, Franky ran Serpents Lair Tattoo Studio in the City of Chicago. Franky was very professional and kept a clean tattoo studio. The other clients I observed were professional and nice individuals as well. I was impressed with his skill as well as the clean studio he kept. As a result, I have been a repeat customer for the past decade as well as a friend. Franky Castellanos is a consummate professional at his craft and has always run an efficient and clean business. Franky has always employed professional individuals at his shops and has even had prestigious clients which include former Chicago Cubs catcher, Wilson Contreras. I have also referred many fellow Chicago Police Officers to him as well to fulfill their tattoo requests. I would highly recommend allowing him to open a tattoo studio in your city. His artwork and skill would be a benefit to any community that he chooses to be a part of. Thank you for your time and for your consideration in this matter.

For further questions, please feel free to contact me at your convenience.

Sincerely,



**Detective Scott Ruckrich #21465**  
Chicago Police Department  
Bureau of Detectives Area Four  
Personal Cell (760)-687-8532  
3151 W. Harrison St.  
Chicago, IL 60612  
Email: [Scott.Ruckrich@chicagopolice.org](mailto:Scott.Ruckrich@chicagopolice.org)

## Samantha Redman

---

**From:** Serpents Lair <serpentslairtattoo@gmail.com>  
**Sent:** Thursday, February 2, 2023 7:38 AM  
**To:** Samantha Redman  
**Subject:** Serpents lair letter of recommendation 2

Begin forwarded message:

**From:** Mark Pietka <rutki11@yahoo.com>  
**Date:** February 1, 2023 at 9:32:05 PM CST  
**To:** serpentslairtattoo@gmail.com  
**Subject: Mark Pietka recommendation**  
**Reply-To:** Mark Pietka <rutki11@yahoo.com>

Frankie is an amazing tattoo artist. A Very professional and detail oriented individual. He was recommended by a co worker. I had multiple sessions for a large tattoo , and the entire experience wa more than what I expected. The tattoo came out amazing . I highly recommend Frankie at Serpents Lair .

Mark Pietka  
Automotive technician at Mercedes Benz of Chicago.  
773-848-6969

[Sent from Yahoo Mail on Android](#)



COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT

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

March 15, 2023

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

**Subject:** Planning and Zoning Board, Conditional Use Permit, Case # 23-007-CU

**RE:** Consideration of Conditional Use Permit for Body Art Establishment at 1781 E. Oakton St.

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board (PZB) met on March 14, 2023 to consider a conditional use permit for a body art establishment at 1781 E. Oakton St.

1. The petitioner explained their request to open a tattoo studio in this location. The Board asked about business operations (hours of operation, number of employees, length of services.) The petitioner stated the tattoo services will be conducted by one artist for the time being, by appointment Monday through Saturday 11 a.m. to 7 p.m. and 12 p.m. to 6 p.m. on Sunday. The board asked about the average amount of time spent on a tattoo service; the petitioner stated it is an average of 3 to 4 hours, with a maximum of six hours spent on a service. The board asked if they were aware of the conditions of approval for the project. The petitioner stated they were aware of all conditions. Member Hofherr commented on the letters of recommendation included in the case packet, commending the petitioner on the positive reputation of their previous shop located in Chicago. Member Hofherr also asked if the petitioner arranged for fire inspections of the rear stairwell yet; the petitioner stated they had not, but will be in the future.
2. No members of the public spoke on this request. Vice Chairmain Saletnik asked the audience if anyone was in favor of the request - several members of the audience raised their hands; Saletnik asked if anyone was opposed to the request, and there was no response from the audience.
3. The Planning and Zoning Board *recommended* (5-0) that the City Council *approve* of the conditional use permit, with the conditions provided by staff.

Respectfully submitted,

A handwritten signature in black ink that reads 'Paul Saletnik'.

Paul Saletnik  
Des Plaines Planning and Zoning Board, Vice Chairman  
Cc: City Officials/Aldermen





**Applications**

**1. Address: 1781 Oakton Street**

**Case Number: 23-007-CU**

The petitioner is requesting a conditional use permit to operate a Body Art Establishment in the C-3 General Commercial District.

**PIN:** 09-28-103-044-0000

**Petitioner:** Francisco Castellanos, 1401 S. Wolf Rd., Des Plaines, IL, 60018

**Owner/Property**

**Control:** Salvador Castellanos, 1479 Wicke St., Des Plaines, IL 60018

**Case Number:** #23-007-CU

**Ward Number:** #2, Alderman Colt Moylan

**Existing Zoning:** C-3, General Commercial

**Surrounding Zoning:** North: C-3, General Commercial

South: R-1, Single Family

East: C-3, General Commercial

West: C-3, General Commercial

**Surrounding Land Uses:** North: Commercial buildings

South: Single Family Residences

East: Commercial buildings

West: Commercial buildings

**Street Classification:** Oakton Street is classified as a minor arterial road.

**Comprehensive Plan:** Higher Density Urban Mix with Residential is the recommended use for this property.

**Property/Zoning History:** This building was originally built in 1965 according to the Cook County Assessor. The building's current configuration, with the commercial area on the ground floor and two apartments on the second floor, has existed throughout its known history. The property has had a commercial zoning since the 1920s. Many buildings in this neighborhood are "mixed use," meaning at least one residential unit is located above a commercial use. Previously, the commercial space was used for a radio store with apartments on the second story from the early 1970s to 2022. This site is located within the 100-year floodplain, requiring adherence to Federal Emergency Management Agency (FEMA) regulations for any construction in this location.

**Project Description:** The petitioner, Francisco Castellanos of Serpent's Lair is proposing a conditional use to allow a body art establishment at 1781 E. Oakton. The property currently consists of two occupied two-bedroom apartments on the second story and Angels and Dragons Emporium -- a sustainable clothing, accessories, and novelties store -- on half of the ground story. The tattoo shop is proposing to be located in the second half of the commercial space on the ground level.

#### ***Proposed Use and Hours of Operation***

The attached floor plan includes the areas associated with the Angels and Dragons Emporium (485 square feet), the proposed area for the tattoo shop (485 square feet), shared areas including the bathrooms, and storage areas for the building. The proposed hours of operation are 11 a.m. to 7 p.m. Monday through Saturday and Sunday 12 p.m. to 6 p.m. and are by appointment only. The hours of operation for Angels and Dragons Emporium, the existing store in the building, are 11 a.m. to 7 p.m. Monday through Saturday and Sunday 12 p.m. to 5 p.m. The hours will overlap, supporting both businesses. Serpent's Lair seeks to operate during these hours to limit disturbance to the existing residences in the building and the single-family residential neighborhood to the south.

#### ***Body Art Establishment Regulations***

Body art establishments are defined in Section 12-13-3 as, "an establishment licensed under the Illinois Department of Public Health that conducts physical body adornment activities," which

may include piercing and tattooing. The proposed use for this location falls under this definition.

In 2020 the Zoning Ordinance was amended to define and regulate body art establishments. Body art establishments are only permitted within the C-3 zoning district with a conditional use and may not be located closer than one mile to any other similar establishment. This location is outside of the range of the only other tattoo business in Des Plaines: High Class Studio, located at 633 Metropolitan Way.

The original intent of requiring a conditional use for body art establishments was to provide limitations on the location of these businesses and the proximity to other body art establishments. For a body art establishment, the conditional use process allows the City to determine if a use is compatible with its neighborhood and, partnered with state licensing regulations, ensure a facility will provide safe and sanitary services. Although parking may be a consideration for this location and for this type of business, the length of time required for tattooing (according to the petitioner, a minimum of one hour per customer, with larger projects taking several hours) limits the amount of traffic and parking generated. Serpent's Lair Tattoo is proposing to be by appointment only.

No federal laws – only state – exist regulating tattoo establishments. In Illinois tattooing is regulated by the Illinois Department of Public Health's Body Art Code.<sup>1</sup> This code requires all body art establishments to obtain registration with the state and regulates disinfection, sterilization, and disposal practices. All artists are required to have blood-borne pathogens certifications. No tattooing is permitted on anyone under the age of 18, and proof of ID is required.

Of note, the petitioner previously operated The Serpent's Lair Tattoo for nine years in northwest Chicago located at 4219 North Elston Ave. The Petitioner's Narrative and Response to Standards includes several letters from previous employees and clients

---

<sup>1</sup> Illinois Department of Public Health. (n.d.). Body Art Establishments. Springfield, IL, USA. Retrieved from <https://dph.illinois.gov/topics-services/environmental-health-protection/body-art-establishments.html>

discussing the former shop, noting the cleanliness, professionalism, and consideration of the shop within the neighborhood.

The subject of this conditional use is the location of one specific tattoo studio, but it is worth noting the evolution of the industry. In past decades, tattooing and tattoo parlors have had a negative connotation within the United States. The practice has been associated with crime and deviancy, considered a taboo or counterculture practice, and many municipalities either severely restrict or prohibit tattoo businesses. However, the prevalence of tattoos on adults has been growing steadily in recent decades. Between 2012 and 2019, the percentage of American adults with a tattoo grew from 21% to 30%.<sup>2</sup> The global market size for tattoos is currently valued at \$1.75 billion and it is estimated to grow to \$3.55 billion by 2029.<sup>3</sup> As this number grows, it is reasonable to assume that the correlation, or perception of a correlation, between tattoos and crime will lessen.

### ***Existing Non-Conformity***

The proposed business will be located within the existing commercial space.

The building is currently nonconforming with two two-bedroom apartments above the first story commercial space. Section 12-7-3.F.2.a allows *one* apartment above the first floor of a commercial building for properties in the C-3 zoning district between Oakton St and the railroad tracks east to the city limits. However, this restriction in number of apartments either did not exist when the building was constructed in the 1960s or a variation was granted to allow for residences above; of note, several neighboring buildings were granted a variation to construct apartments above storefronts between the 1960s, and when the Zoning Ordinance was amended in 2001 with the current language in Section 12-7-3.F.2.a. The

---

<sup>2</sup> Jackson, C. (2019, 08 29). IPSOS. Retrieved from More Americans Have Tattoos Today than Seven Years Ago: <https://www.ipsos.com/en-us/news-polls/more-americans-have-tattoos-today>

<sup>3</sup> Fortune Business Insights. (2022, 11). Fortune Business Insights. Retrieved from The global tattoo market is projected to grow from \$1.89 billion in 2022 to \$3.55 billion by 2029, at a CAGR of 9.43% in the forecast period 2022-2029: <https://www.fortunebusinessinsights.com/tattoo-market-104434>

existing retail space and the residential units can persist, provided they abide by the regulations regarding nonconformities.

### ***Parking Requirements***

Body art establishments are required to provide 1 space for every 250 square feet of floor area per Section 12-9-7. The definition of “floor area” in Section 12-13-3 allows spaces such as restrooms, mechanical rooms, hallways, and storage areas to be excluded. With a floor area of 485 square feet subject to the parking requirement, two spaces are required. The existing store in the unit is approximately the same size, requiring two spaces. The second story residences would require two spaces per dwelling unit, with four spaces total. The total parking required for this mixture of uses would be six spaces.

Off-street parking is located in the rear of the building, an area capable of holding approximately four standard spaces. Current striping does not meet requirements of the Zoning Ordinance or the Illinois Accessibility Code. A suggested condition of approval is to re-stripe the parking area to the dimensions specified in Section 12-9-6, including adding one accessible space to meet requirements of 12-9-8.

However, when the building was constructed, the parking requirements were significantly different. Section 12-9-2 states, “if the building or structure was erected prior to the effective date [of the current Zoning Ordinance], additional parking or loading facilities are mandatory only in the amount by which the requirements for the new use would exceed those for the existing use.” The use of the building prior to its purchase in 2022 was a commercial radio store, classified as a “retail establishment.”

The amount of parking required for a retail establishment when the building was originally constructed was one space per 200 square feet of floor area, but only if the floor area exceeded 2,500 square feet. The definition of “floor area” for the purposes of calculating parking requirements in the 1961 Zoning Ordinance was the same as the current definition. Therefore, no parking was required for the approximately 970 square feet of total retail space. For the apartments, 1.5 spaces were required per dwelling unit with 0.25 spaces allocated for guest parking. The rear parking lot includes

enough room for approximately four 8 ½ foot by 20 foot parking spaces. In sum, at the time of construction, the property's uses met off-street parking requirements.

Because of this provision in Section 12-9-2, a parking variation is not required because two required spaces for retail = two required spaces for body art. However, with the conditional use process, the petitioner must demonstrate the proposed use will not be disruptive to the neighboring area. The PZB may consider how substantial the effect of not having off-street parking for this use will be to businesses and residents in this area.

### **Standards for Conditional Use**

The following is a discussion of standards for conditional uses from Section 12-3-4(E) of the Zoning Ordinance. Rationale for how the proposed amendments would satisfy the standards is provided below and in the petitioner's response to standards. The PZB may use this rationale toward its recommendation, or the Board may make up its own.

**1. The proposed Conditional Use is in fact a Conditional Use established within the specific Zoning district involved:**

*Comment:* Body art establishments require a conditional use permit in the C-3 Zoning District.

**2. The proposed Conditional Use is in accordance with the objectives of the City's Comprehensive Plan:**

*Comment:* The 2019 Comprehensive Plan illustrates this area to be used for Higher Density Urban Mix. In addition, an established goal in the Comprehensive Plan is to "Revitalize the Oakton Street Corridor." Promoting economic vitality of a corridor requires supporting the establishment of businesses within existing storefronts. The approval of this conditional use allows for a vacant commercial space to be occupied and creates additional economic activity along Oakton Street.

**3. The proposed Conditional Use is designed, constructed, operated, and maintained to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity:**

*Comment:* All uses will be located within an existing building; no changes to the appearance are proposed with the exception of signs for the business, which will be designed to meet requirements of the Zoning Ordinance. The existing storefront is harmonious with other similar buildings along Oakton Street. A building permit is currently being processed to repair the stairway in the rear of the building. The rear

parking lot will also be re-surfaced and re-stripped to meet code requirements and add an accessible space, as noted in the Conditions of Approval for this application.

**4. The proposed Conditional Use is not hazardous or disturbing to existing neighboring uses:**

*Comment:* As discussed in the Petitioner's Response to Standards, the business will operate by appointment only with no more than two customers at a time. Refer to the Parking section of this report for details on parking requirements. It is important to note that the property has never required off-street parking for the retail component of the building. On-street parking is available on Oakton Street to accommodate customers; however, the petitioner is also working with a nearby business, Kids Above All, on a parking agreement to accommodate parking for their site. Customers will be encouraged to use on-street parking when necessary, unless a parking agreement can be formed to accommodate parking in other available parking areas. Hours of operation will be Monday through Saturday, 11 a.m. to 7 p.m. and Sundays 12 p.m. to 6 p.m., creating a minimal disturbance for the existing residents within the building and the single-family residences to the south. A limited amount of traffic will be generated, as the business is by appointment only with no walk-ins or retail operations. State licensing is required to operate a body art establishment, which the petitioner will maintain while operating as this use.

**5. The proposed Conditional Use is to be served adequately by essential public facilities and services, such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools; or, agencies responsible for establishing the Conditional Use shall provide adequately any such services:**

*Comment:* The existing building has been adequately served by essential public facilities and services. Staff has no concerns that the proposed use will not be adequately served with essential public facilities and services. The establishment will follow all local and state regulations regarding disinfection, cleanliness, and proper disposal of all needles and other substances related to the business.

**6. The proposed Conditional Use does not create excessive additional requirements at public expense for public facilities and services and will not be detrimental to the economic well-being of the entire community:**

*Comment:* The proposed use would not create a burden on public facilities. This new business would be located within an existing, unoccupied portion of the building and provide additional commercial activity to this corridor.

**7. The proposed Conditional Use does not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke fumes, glare or odors:**

Comment: As discussed in the Petitioner's Narrative and Response to Standards, the hours of operation will be limited to normal business hours and will be by appointment only, creating limited generation of traffic. No larger truck traffic will be generated by any uses. All proposed activities would take place inside the building reducing any noise, smoke fumes, light, glare, odors, or other concerns.

**8. The proposed Conditional Use provides vehicular access to the property designed so that it does not create an interference with traffic on surrounding public thoroughfares:**

Comment: Access to the building will continue to be provided through the entrance on Oakton Street. New traffic generated will be limited to appointments for the business; it is important to note that the zoning of this property allows for other uses that could result in a greater amount of traffic/parking for the site, such as a restaurant or store. The existing street network can accommodate the limited amount of traffic for this new use.

**9. The proposed Conditional Use does not result in the destruction, loss, or damage of natural, scenic, or historic features of major importance:**

Comment: The subject property is within an existing building and thus would not result in the loss or damage of natural, scenic, or historic features. No new development is proposed for this site.

**10. The proposed Conditional Use complies with all additional regulations in the Zoning Ordinance specific to the Conditional Use requested:**

Comment: The proposed uses comply with all applicable requirements as stated in the Zoning Ordinance.

Vice Chair Saletnik swore in Francisco Castellanos and Salvador Castellanos. Francisco Castellanos stated that he would like to open up a body art studio in Des Plaines. He has been a Des Plaines resident since 1987, he had a business in Chicago for 9 years, and would like to reopen the business in Des Plaines. Hours of operations would be 11:00 am to 7:00 pm Monday to Saturday and 12 to 6 pm on Sundays. The clients are mostly word of mouth and by appointment. Mr. Castellanos stated that he spends from 1 to 6 hours with a client.

Board Member Hofherr stated that he read the report and was very impressed by all the recommendations that were provided.

Board Member Catalano asked if the petitioner has seen the recommended conditions of approval?

Francisco Castellanos stated that yes, he has seen them and the conditions would be taken care of before opening.



Vice Chair Saletnik asked the audience by hand vote if they were in favor of approval – stated a number of hands were raised. Vice Chair Saletnik then asked if anyone in the audience was against the proposal – no hands were raised. No comments from the audience.

Samantha Redman, Associate Planner reviewed the staff report. The petitioner is requesting a conditional use permit to operate a Body Art Establishment in the C-3 General Commercial District. Body Art Establishments as a conditional use are a recent addition to the text of the zoning ordinance, added in 2020. There are several requirements, including being at least one mile from any other body art establishment and the floor area of the establishment cannot be more than 2,000 square feet. Ms. Redman went over the site plan.

Ms. Redman explained the conditions of approval for includes the hours of operation, replacement of the rear stair well and the rear parking area needs to be restriped so the parking dimensions meet the City’s requirements.

No parking variation was requested because Section 12-9-2 states, “if the building or structure was erected prior to the effective date [of the current Zoning Ordinance], additional parking or loading facilities are mandatory only in the amount by which the requirements for the new use would exceed those for the existing use.” The use of the building prior to its purchase in 2022 was a commercial radio store, classified as a “retail establishment.” The amount of parking required for a retail establishment when the building was originally constructed was one space per 200 square feet of floor area, but only if the floor area exceeded 2,500 square feet. The definition of “floor area” for the purposes of calculating parking requirements in the 1961 Zoning Ordinance was the same as the current definition. Therefore, no parking was required for the approximately 970 square feet of total retail space. On street parking is available at this location. However, Ms. Redman stated that through the conditional use process, the Board is able to determine if the lack of off-street parking will be disruptive to the neighborhood or create other issues in this area.

Ms. Redman stated that the board can recommend approval, approval with conditions or deny. The recommended condition of approval includes.

1. The Subject Property shall only be used for activities related to the Body Art Establishment during the following times:
  - a.) 11 a.m. to 7 p.m. Monday through Saturday
  - b.) 12 p.m. to 6 p.m. on Sunday
2. The off-street parking area for the property must be striped in accordance with Section 12-9-6. One accessible parking space shall be located on site to meet accessibility standards pursuant to Section 12-9-8 and Illinois Accessibility Code.
3. The exterior stairwell on the rear of the building must be repaired or replaced prior to the issuance of business license for the body art establishment. A building permit must be submitted, approved, and final inspections completed by the Fire Department, in accordance with Fire Code for emergency exit stairwells.

4. All state licensing must be maintained to operate as a body art establishment at this location.

Member Hofherr asked if the owner has arranged for a fire inspector yet?

Francisco Castellano stated that they have not met with the fire inspector, but they will be.

**A motion was made by Board Member Catalano seconded by Board Member Veremis to recommend approval to the City Council for the conditional use as requested with the four conditions as stated.**

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

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

DRAFT

**CITY OF DES PLAINES**

**ORDINANCE Z - 7 - 23**

**AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT TO ALLOW THE OPERATION OF A BODY ART ESTABLISHMENT AT 1781 E. OAKTON ST, DES PLAINES, ILLINOIS. (Case # 23-007-CU).**

**WHEREAS**, Salvador Castellanos ("**Owner**") is the owner of the property commonly known as 1781 E. Oakton St., Des Plaines, Illinois ("**Subject Property**"); and

**WHEREAS**, the Subject Property is improved with a two-story mixed-use building with two ground floor commercial spaces and two residential units on the second story ("**Building**") and located in the C-3 General Commercial District of the City ("**C-3 District**"); and

**WHEREAS**, Francisco Castellanos ("**Petitioner**") is the lessee of one of the ground floor commercial units in the Building on the Property ("**Tenant Space**"); and

**WHEREAS**, Petitioner desires to operate a Body Art Establishment within the Tenant Space on the Subject Property ("**Proposed Use**"); and

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

**WHEREAS**, pursuant to 12-7-3.K of the Zoning Ordinance, the operation of a Body Art Establishment is permitted in the C-3 District only with a conditional use permit approved by the City Council; and

**WHEREAS**, pursuant to Section 12-3-4 of the Zoning Ordinance, Petitioner filed, with the consent of the Owner, an application with the City for the approval of a conditional use permit to allow the operation of the Proposed Use on the Subject Property ("**Conditional Use Permit**"); and

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

**WHEREAS**, within 90 days from the date of the Petitioner's application a public hearing was held by the PZB on March 14, 2023 pursuant to notice published in the *Des Plaines Journal* on February 22, 2023; and

**WHEREAS**, notice of the public hearing was mailed to all property owners within 500 feet of the Subject Property; and

**WHEREAS**, during the public hearing, the PZB heard testimony and received evidence with respect to how the Petitioner intended to satisfy and comply with the applicable provisions of the Zoning Ordinance; and

**WHEREAS**, pursuant to Section 12-3-4 of the Zoning Ordinance, the PZB filed a written report with the City Council on March 15, 2023, summarizing the testimony and evidence received by the PZB and stating the Board's recommendation, by a vote of 5-0, to approve the Conditional Use Permit, subject to certain terms and conditions; and

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

**WHEREAS**, the City Council has considered the written report of the PZB, the applicable standards for conditional use permits set forth in the Zoning Ordinance, and the Community and Economic Development Staff Memorandum dated March 23, 2023, and has determined that it is in the best interest of the City and the public to approve the Conditional Use Permit in accordance with the provisions of this Ordinance;

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

**SECTION 1. RECITALS.** The recitals set forth above are incorporated herein by reference and made a part hereof, the same constituting the factual basis for this Ordinance.

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

LOT 4 AND THE EAST 15 FEET OF LOT 5 IN BLOCK 4 IN WHITES RIVERVIEW ADDITION, A SUBDIVISION OF THE NORTH WEST QUARTER OF THE NORTH WEST QUARTER OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINS: 09-28-103-044-0000

Commonly known as 1781 E. Oakton St., Des Plaines, Illinois.

**SECTION 3. APPROVAL OF CONDITIONAL USE PERMIT.** Subject to and contingent upon the conditions, restrictions, limitations and provisions set forth in Section 4 of this Ordinance, the City Council hereby grants the Petitioner the Conditional Use Permit to allow the

operation of the Proposed Use within the Tenant Space on the Subject Property. The Conditional Use Permit granted by this Ordinance is consistent with and equivalent to a "special use" as referenced in Section 11-13-25 of the Illinois Municipal Code, 65 ILCS 5/11-13-25.

**SECTION 4. CONDITIONS.** The Conditional Use Permit granted in Section 3 of this Ordinance shall be, and is hereby, expressly subject to and contingent upon the following conditions, restrictions, limitations, and provisions:

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

B. Compliance with Plans. Except for minor changes and site work approved by the City Director of Community and Economic Development or Director of Public Works and Engineering (for matters within their respective permitting authorities) in accordance with all applicable City standards, the development, use, operation, and maintenance of the Proposed Use and the Subject Property by the Petitioner and the Owner must comply with the following plans provided by the Petitioner:

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

2. The Plat of Survey, prepared by Land Surveyors, Inc., consisting of one sheet, and undated, a copy of which is attached to and made a part of this Ordinance as ***Exhibit B***; and

3. The Floor Plan of the ground floor, prepared by the Petitioner, consisting of one sheet, and undated, a copy of which is attached to and made a part of this Ordinance as *Exhibit C*.

C. Other Conditions.

1. The Subject Property shall only be used for activities related to the Proposed Use during the following times:

- a. 11:00 a.m. to 7:00 p.m., Monday through Saturday; and
- b. 12:00 p.m. to 6:00 p.m. on Sundays.

2. The off-street parking area for the Subject Property must be striped in accordance with Section 12-9-6 of the Zoning Ordinance. One accessible parking space must be located on the Subject Property to meet the accessibility standards set forth in Section 12-9-8 of the Zoning Ordinance and the Illinois Accessibility Code. The Petitioner must complete all required striping before applying for a business license for the Proposed Use.

3. The Petitioner must have the exterior stairwell located at the rear of the Building repaired or replaced prior to applying for a business license for the Proposed Use. A building permit must be submitted, approved, and final inspections completed by the Fire Department, in accordance with the City Code, including, without limitation, the Fire Code set forth in Chapter 3 of Title 10 of the City Code.

4. The Petitioner must obtain, and maintain at all times, all required State of Illinois license(s) required for the operation of the Proposed Use.

**SECTION 5. FAILURE TO COMPLY WITH CONDITIONS.**

A. Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with, or resists the enforcement of, any of the provisions of this Ordinance shall be fined

not less than \$75.00 or more than \$750.00 for each offense. Each and every day that a violation of this Ordinance is allowed to remain in effect shall constitute a complete and separate offense. In addition, the appropriate authorities of the City may take such other action as they deem proper to enforce the terms and conditions of this Ordinance, including, without limitation, an action in equity to compel compliance with its terms. Any person, firm or corporation violating the terms of this Ordinance shall be subject, in addition to the foregoing penalties, to the payment of court costs and reasonable attorneys' fees.

B. In the event that the Petitioner or the Owner fails to develop or maintain the Subject Property in accordance with the requirements of the Zoning Ordinance, or the conditions set forth in Section 4 of this Ordinance, the Conditional Use Permit granted in Section 3 of this Ordinance may be revoked after notice and hearing before the Zoning Administrator of the City, all in accordance with the procedures set forth in Section 12-4-7 of the Zoning Ordinance. In the event of revocation, the development and use of the Subject Property will be governed solely by the regulations of the C-3 District. Further, in the event of such revocation of the Conditional Use Permit, the City Manager and City's General Counsel are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances. The Petitioner and the Owner acknowledge that public notices and hearings have been held with respect to the adoption of this Ordinance, have considered the possibility of the revocation provided for in this Section, and agree not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the notice and hearing required by Section 12-4-7 of the Zoning Ordinance is provided to the Petitioner and the Owner.

**SECTION 6. BINDING EFFECT; NON-TRANSFERABILITY; EFFECT ON PRIOR APPROVALS.** The privileges, obligations, and provisions of each and every section and

requirement of this Ordinance are for and shall inure solely to the benefit of the Petitioner. Nothing in this Ordinance shall be deemed to allow the Petitioner to transfer any of the rights or interests granted herein to any other person or entity without the prior approval of the City Council by a duly adopted amendment to this Ordinance.

**SECTION 7. SEVERABILITY.** If any paragraph, section, clause or provision of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

**SECTION 8. EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after the occurrence of the following:

- A. its passage, approval and publication in pamphlet form as provided by law;
- B. the filing with the City Clerk by the Petitioner and the Owner, not less than 60 days after the passage and approval of this Ordinance, of an unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance. Said unconditional agreement and consent shall be in substantially the form attached to, and by this reference made a part of, this Ordinance as *Exhibit D*; and
- C. at the Petitioner's sole cost and expense, the recordation of this Ordinance together with such exhibits as the City Clerk deems appropriate, with the Office of the Cook County Recorder.
- D. In the event that the Petitioner and Owner do not file with the City Clerk a fully executed copy of the unconditional agreement and consent referenced in Section 8.B of this Ordinance, within 60 days after the date of passage of this Ordinance by the City Council, the City Council shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.



[SIGNATURE PAGE FOLLOWS]

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

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

**ATTEST:**

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

Published in pamphlet form this  
\_\_\_\_\_ day of \_\_\_\_\_, 2023.

Approved as to form:

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

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

DP-Ordinance Approving a Conditional Use Permit (CU) at 1781 E. Oakton St.



The proposed use for the space at 1781 E. Oakton St. would for a body art studio approximately 500 sq. ft. The current condition of the space is ready to move in aside from furniture needed per state required appliances.

- a. **Signage:** All signs will meet the City of Des Plaines Zoning Ordinance requirements for window signs. A vinyl applied will be applied directly to the door and window pane in the front of the store front. A LED backlit narrow depth plexi sign to the space as in the rendering supplied. Please see the rendering and diagram included.
- b. **Services:** The services rendered at the establishment will be by appointment only. The individual must be 18 years of age with proof of ID and fill out the state required form prior to the tattoo process. Artists in employment will have valid ID, blood borne pathogens certifications. Cleaning and disinfecting is required after every tattoo. Brand new disposable needles and industry standard ink for every client is used.
- c. **Hours:** The business will be open from the hours Mon-Sat 11am till 7pm , Sunday 12pm-6pm. By appointment.
- d. **Parking:** The previous use (electronics retail store) at this location did not require off-street parking because the building (constructed circa 1965) existed prior to the existence of the current off-street parking requirements. A section of the Zoning Ordinance states,  
“...if the building or structure was erected prior to the effective date hereof, additional parking or loading facilities are mandatory only in the amount by which the requirements for the new use would exceed those for the existing use under the parking and loading provisions of this title.” (Section 12-9-2.B).
- e. **Employees:** The owner will work solo upon opening. Potential for up to 3 additional artists is available. Documentation for clients and artists will be stored online.

- f. **Sharps Disposal:** Tattoo needles will be disposed of by a professional service. GRPDISPOSAL.net
  
- g. **Insurance:** Insurance will be used from an industry tattoo insurance company. Lloyds of london.
  
- h. **Owner Background:** Parents moved to Des Plaines in 1987. Forest elementary and Algonquin Jr. high. Maine West Graduate Class of 1993. Purchased home on Wolf Rd and Forest in 2017. Brother to Hector Castellanos, current football and wrestling coach at Maine West. Son graduated Maine West 2022. Provided lettering and signage work for **Bob Albretch** in previous business **ProDigital Graphics** for his bar(**The Bar**) and excavation business (**Albrecht Enterprises**).

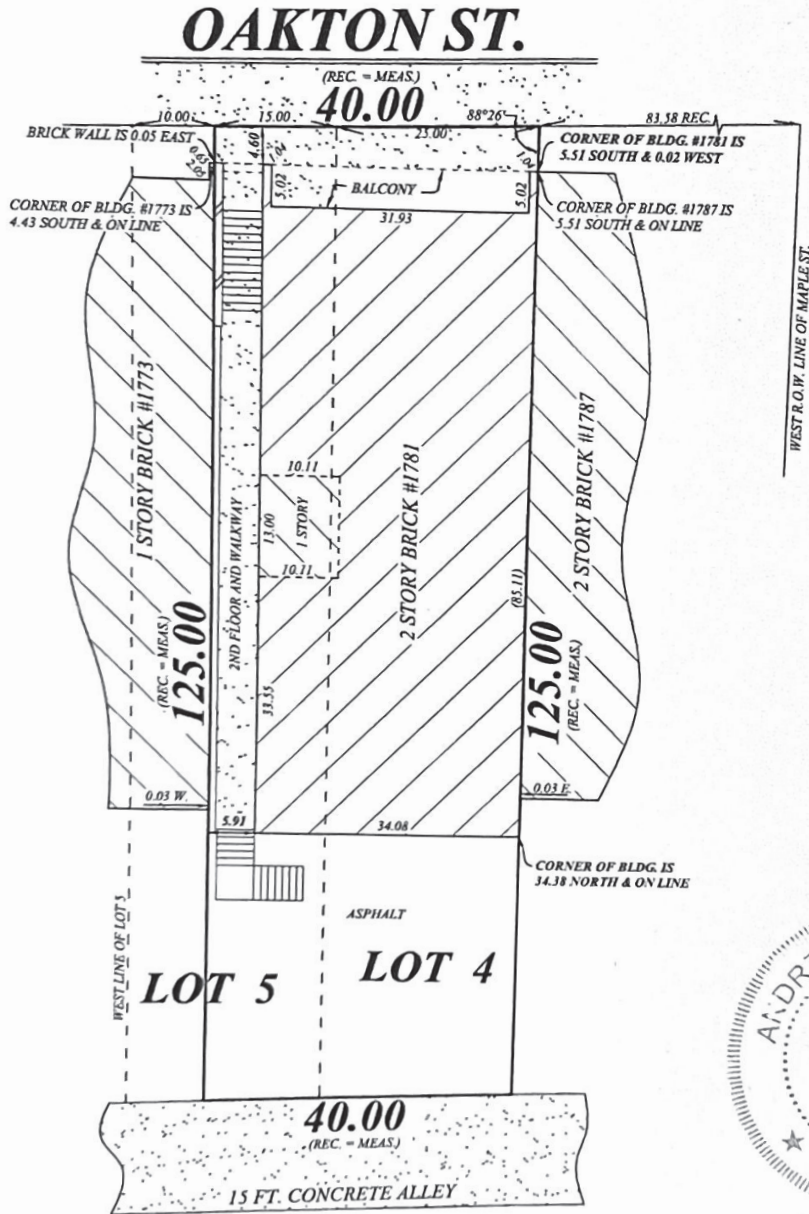


# PLAT OF SURVEY

DESCRIBED AS :

LOT 4 AND THE EAST 15 FEET OF LOT 5 IN BLOCK 4 IN WHITES RIVERVIEW ADDITION,  
A SUBDIVISION OF THE NORTH WEST QUARTER OF THE NORTH WEST QUARTER OF  
SECTION 28, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS.

TOTAL LAND AREA: 4998.1 SQ. FT.



- LEGEND**
- - - CHAIN LINK FENCE
  - - - WOOD FENCE
  - - - IRON FENCE
  - - - CONCRETE PAVEMENT
  - E. FR. P. - ENCLOSED FRAME PORCH
  - O. FR. P. - OPEN FRAME PORCH
  - - - SIDE BOUNDARY LINE
  - - - EASEMENT LINE
  - - - BLDG. SETBACK LINE
  - - - CENTER LINE



**NOTE:**  
PREMISES COVERED WITH ICE AND SNOW AND  
MAY OBSCURE ADDITIONAL IMPROVEMENTS.

ALL DIMENSIONS ARE SHOWN IN FEET  
AND DECIMAL PARTS THEREOF.

SCALE: 1" = 16'

ORDERED: SANDER LAW OFFICES

JOB NO : 220204S

FIELDWORK

COMPLETION

DATE : FEBRUARY 3, 2022

MUNICIPALITY : DES PLAINES

THE LEGAL DESCRIPTION NOTED ON  
THIS PLAT IS A COPY OF THE ORDERS

STATE OF ILLINOIS  
COUNTY OF COOK SS

SIGNATURE DATE:  
...FEBRUARY 4, 2022...

NO CORNERS WERE MONUMENTED PER  
CUSTOMER REQUEST.

I, ANDRZEJ MURZANSKI, AN ILLINOIS REGISTERED LAND SURVEYOR, DO  
HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED  
PROPERTY AND THAT PLAT HEREON DRAWN IS A CORRECT  
REPRESENTATION OF SAID SURVEY.

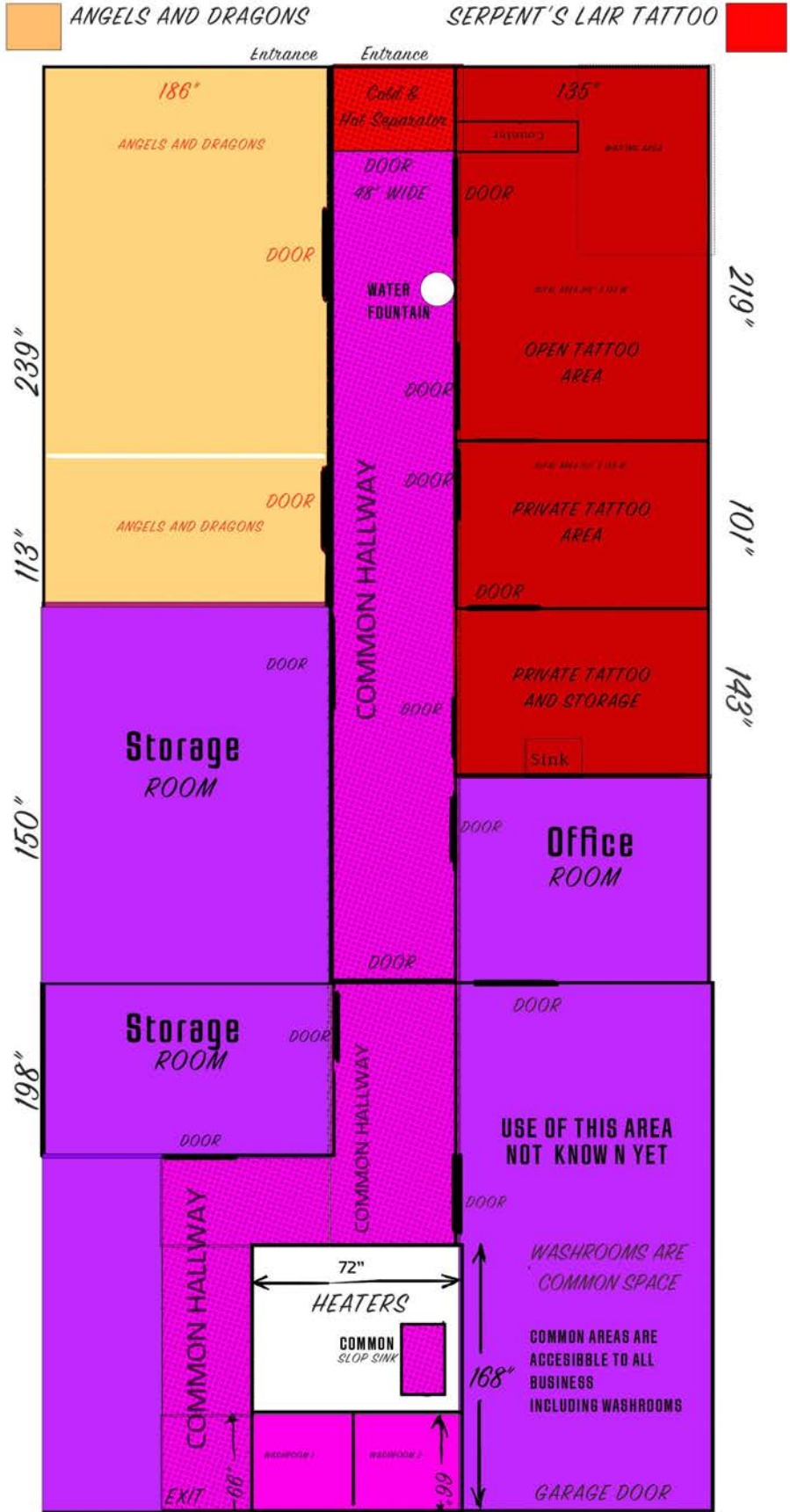
ANDRZEJ MURZANSKI PLS. NO. 35-3258 EXPIRES 11/30/2022  
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS  
MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

ANY DISCREPANCY IN MEASUREMENT SHOULD BE PROMPTLY REPORTED TO  
THE SURVEYOR FOR EXPLANATION OR CORRECTION.

**ANDRZEJ MURZANSKI**  
LAND SURVEYORS, INC

240 COUNTRY LANE  
GLENVIEW, IL 60025  
PHONE : 847-486-8731

amurzanski@outlook.com



**Landlord use**

**EXHIBIT D**

**UNCONDITIONAL AGREEMENT AND CONSENT**

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

**WHEREAS**, Salvador Castellanos ("**Owner**") is the owner of the property commonly known as 1781 E. Oakton St., Des Plaines, Illinois ("**Subject Property**"); and

**WHEREAS**, Francisco Castellanos ("**Petitioner**") applied to the City of Des Plaines for a conditional use permit to allow for the operation of a Body Art Establishment ("**Conditional Use Permit**") on the Subject Property commonly known as 1781 E. Oakton St., Des Plaines, Illinois ("**Subject Property**") pursuant to Section 12-7-3.F.3 and 12-7-3.K of the City of Des Plaines Zoning Ordinance of 1998, as amended; and

**WHEREAS**, Ordinance No. Z-7-23 adopted by the City Council of the City of Des Plaines on \_\_\_\_\_, 2023 ("**Ordinance**"), grants approval of the Conditional Use Permit, subject to certain conditions; and

**WHEREAS**, the Petitioner and the Owner desire to evidence to the City their unconditional agreement and consent to accept and abide by each of the terms, conditions, and limitations set forth in said Ordinance, and its consent to recording the Ordinance and this Unconditional Agreement and Consent against the Subject Property;

**NOW, THEREFORE**, the Petitioner and the Owner do hereby agree and covenant as follows:

1. The Petitioner and the Owner hereby unconditionally agree to accept, consent to and abide by all of the terms, conditions, restrictions, and provisions of that certain Ordinance No. Z-7-23, adopted by the City Council on \_\_\_\_\_, 2023.
2. The Petitioner and the Owner acknowledge and agree that the City is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the City's review and approval of any plans for the Subject Property, or the issuance of any permits for the use and development of the Subject Property, and that the City's review and approval of any such plans and issuance of any such permits does not, and shall not, in any way, be deemed to insure the Petitioner or the Owner against damage or injury of any kind and at any time.
3. The Petitioner and the Owner acknowledge that the public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, have considered the possibility of the revocation provided for in the Ordinance, and agree not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the procedures required by Section 12-4-7 of the City's Zoning Ordinance are followed.

4. The Petitioner agrees to and do hereby hold harmless and indemnify the City, the City's corporate authorities, and all City elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with (a) the City's review and approval of any plans and issuance of any permits, (b) the procedures followed in connection with the adoption of the Ordinance, (c) the development, construction, maintenance, and use of the Subject Property, and (d) the performance by Petitioner of its obligations under this Unconditional Agreement and Consent.
  
5. The Petitioner hereby agrees to pay all expenses incurred by the City in defending itself with regard to any and all of the claims mentioned in this Unconditional Agreement and Consent. These expenses shall include all out-of-pocket expenses, such as attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employees of the City.

ATTEST:

**SALVADOR CASTELLANOS**

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

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

ATTEST:

**FRANCISCO CASTELLANOS**

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

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