



## CITY COUNCIL AGENDA

Monday, May 1, 2023  
Regular Session – 7:00 p.m.  
Room 102

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### **CALL TO ORDER**

### **REGULAR SESSION**

ROLL CALL

PRAYER

PLEDGE OF ALLEGIANCE

### **PROCLAMATIONS**

- MENTAL HEALTH AWARENESS MONTH
- PUBLIC SERVICE RECOGNITION WEEK - MAY 7-13, 2023

### **PUBLIC COMMENT**

(matters not on the agenda)

### **ALDERMEN ANNOUNCEMENTS/COMMENTS**

### **MAYORAL ANNOUNCEMENTS/COMMENTS**

### **CITY CLERK ANNOUNCEMENTS/COMMENTS**

### **MANAGER'S REPORT**

### **CITY ATTORNEY/GENERAL COUNSEL REPORT**

**CONSENT AGENDA**

1. **RESOLUTION R-85-23:** Approving Task Order #2 with Trotter & Associates, St. Charles, Illinois in the Amount of \$40,000. Budgeted Funds – Water/Professional Services.
2. **RESOLUTION R-86-23:** Approving the 2023 Repetitive Loss Area Analysis to Supplement the Hazard Mitigation Plan as Required by FEMA’s Community Rating System (CRS)
3. **RESOLUTION R-87-23:** Approving Task Order #4 in the Not-to-Exceed Amount of \$175,000 to Manusos General Contracting, Inc., Fox Lake, Illinois. Budgeted Funds – Facilities Replacement.
4. **RESOLUTION R-88-23:** Awarding the Bid for the 2023 Capital Improvement Program (CIP) Street Improvements Contract to Arrow Road Construction in the Amount of \$2,841,224.55. Budgeted Funds – MFT Funds and Capital Projects.
5. **RESOLUTION R-89-23:** Awarding the Bid for the 2023 Capital Improvement Program (CIP) Contract A – Water Main Improvements to Swallow Construction in the Amount of \$6,253,889.33. Budgeted Funds – Capital Projects and Water/Sewer CIP.
6. **SECOND READING – ORDINANCE Z-8-23:** Approving Amendments to Sections 12-8-5 and 12-8-11 of the Zoning Ordinance to Allow Temporary Commercial Mobile Radio and Wireless Telecommunications Service Facilities with Various Restrictions.
7. **RESOLUTION R-92-23:** Approving the License Agreement of Dacra Municipal Enforcement Software from Dacra Tech, LLC in the Three-Year Not-to-Exceed Amount of \$132,100.
8. **RESOLUTION R-93-23:** Approving a Plat of Dedication of an Approximate 2,638 Square Foot Portion of Subject Property Near 2294 Westview Drive, Des Plaines, Illinois as Public Right-of-Way
9. Minutes/Regular Meeting – April 17, 2023
10. Minutes/Closed Session – April 17, 2023

**UNFINISHED BUSINESS**

1. **SECOND READING – ORDINANCE M-84-23:** Consideration of Amendments to Ordinance Due to Passage of April 4, 2023 Ballot Referendum Regarding Term Limits

**NEW BUSINESS**

1. **FINANCE & ADMINISTRATION** – Alderman Artur Zadrozny, Chair
  - a. Warrant Register in the Amount of \$2,374,703.64 – **RESOLUTION R-90-23**

2. **COMMUNITY DEVELOPMENT** – Alderman Malcolm Chester, Chair
  - a. Consideration of the Approval of Revised Business Assistance Program Structure and Guidelines – **RESOLUTION R-81-23**
  - b. Consideration of a Resolution in Support of a Renewal of a Cook County Class 6b Tax Incentive for 65 Bradrock Drive – **RESOLUTION R-91-23**
  - c. Consideration of a Conditional Use Permit for an Auto Service Repair Use at 827 Elmhurst Road – **FIRST READING – ORDINANCE Z-9-23**

**COUNCIL RECESS: CEREMONIAL PROCEEDINGS**

1. Presentation of Plaques/Outgoing Elected Officials
2. Swearing-In of Newly Elected Officials

**NEW COUNCIL CONVENES**

**NEW BUSINESS**

1. Formation of Committee on Committees
  - a. Election of Chairman
  - b. Scheduling of Committee on Committees Meeting Date

**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: April 12, 2023  
To: Aldermen  
From: Andrew Goczkowski, Mayor *AG.*  
Cc: Michael G. Bartholomew, City Manager  
Subject: Proclamation

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At the beginning of the May 1, 2023 City Council Meeting, we will be issuing a Proclamation declaring the month of May as Mental Health Awareness Month.

**OFFICE OF THE MAYOR**  
**CITY OF**  
**DES PLAINES, ILLINOIS**

**WHEREAS,** *in May, we recognize the importance and impact of mental health on individuals and society; and*

**WHEREAS,** *mental health includes our emotional, psychological, and social well-being; it affects how we think, feel, and act; it also affects how we handle stress, relate to others, and make choices; and*

**WHEREAS,** *the state of our mental health is critical to the well-being of our families, communities, schools, and businesses, as mental illness affects everyone either directly or indirectly; and*

**WHEREAS,** *early identification and treatment can make a difference in the successful management of mental illness and recovery; and*

**WHEREAS,** *by calling or texting 211, people in Illinois can connect to specialists and learn about resources from health and human service agencies for assistance, 24 hours a day, seven days a week; and*

**WHEREAS,** *by calling, texting, or chatting 988, a nationwide suicide and crisis lifeline, trained counselors will listen, provide support, and connect those in need to resources if necessary; and*

**WHEREAS,** *the City of Des Plaines has demonstrated its commitment to individuals with mental health conditions and their families by providing funding grants and on-staff social workers in the City's Health and Human Services Division and Police Department to help promote the health and well-being through information/referral on programs and services available to staff and community members; and*

**WHEREAS,** *every community member can help end the silence and stigma that for too long has surrounded mental illness and has a responsibility to promote mental wellness.*

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

**MENTAL HEALTH AWARENESS MONTH**

*Dated this 1<sup>st</sup> day of May, 2023*

---

*Andrew Goczowski, Mayor*



OFFICE OF THE MAYOR

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

MEMORANDUM

Date: April 12, 2023  
To: Aldermen  
From: Andrew Goczkowski, Mayor AG.  
Cc: Michael G. Bartholomew, City Manager  
Subject: Proclamation

---

At the beginning of the May 1, 2023 City Council Meeting, we will be issuing a Proclamation declaring the first full week of May as Public Service Recognition Week.

**OFFICE OF THE MAYOR**

**CITY OF**

**DES PLAINES, ILLINOIS**

- WHEREAS,** *Public Service Recognition Week is celebrated during the first full week in May to honor the people who serve our nation at the federal, state, county, and city levels, who do the jobs that keep our country working; and*
- WHEREAS,** *public employees are the unsung heroes who go above and beyond to keep our communities safe and healthy; and*
- WHEREAS,** *the public servants include police officers, firefighters, teachers, doctors, nurses, safety inspectors, and countless other occupations, who provide diverse services with efficiency and integrity; and*
- WHEREAS,** *without these public servants at every level, continuity would be impossible in a democracy that regularly changes its leaders and elected officials; and*
- WHEREAS,** *employees of the City of Des Plaines serve the residents of our community with the highest degree of professionalism and commitment to improving the City's infrastructure, providing reliable services, and ensuring the health and safety of residents; and*
- WHEREAS,** *citizens are encouraged to recognize the accomplishments and contributions of government employees at all levels and celebrate our public servants who exemplify dedication to the common good.*

*Now, therefore, I, ANDREW GOCZKOWSKI, MAYOR OF THE CITY OF DES PLAINES, do hereby proclaim the week of May 7-13, 2023, as*

**PUBLIC SERVICE RECOGNITION WEEK**

*Dated this 1<sup>st</sup> day of May, 2023*

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*Andrew Goczkowski, Mayor*



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: April 20, 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: Task Order #2 - Preliminary Design for Central Rd. Pumping Station Electrical Improvements

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**Issue:** The 2023 Budget includes funds to upgrade the electrical system and to add variable frequency drives (VFD's) to the existing pumps at the Central Road Pumping Station.

**Analysis:** The City owns and maintains a potable water pumping station located at 877 Central Road that was constructed in the late 1970s. To improve the efficiency of the station, the pumps will have Variable Frequency Drives installed to improve flow output to the system and save energy.

We requested that Trotter and Associates, the City's water system consultant, research the project and provide a task order for this work. Trotter provided a proposal to perform the engineering services in the amount of \$40,000.

**Recommendation:** We recommend approval of Task Order #2 with Trotter and Associates, 40W201 Wasco Rd., Suite D St. Charles, IL 60175, in the amount of \$40,000. The funding source will be Water Fund, Professional Services, 500-00-580-0000.6000.

**Attachments:**

Resolution R-85-23  
Exhibit A – Task Order No. 2



**CITY OF DES PLAINES**

**RESOLUTION R - 85 - 23**

**A RESOLUTION APPROVING TASK ORDER NO. 2 WITH TROTTER AND ASSOCIATES, INC. FOR PROFESSIONAL ENGINEERING DESIGN SERVICES IN CONNECTION WITH UPGRADING WATER PUMPS AT THE CENTRAL ROAD PUMP STATION WITH VARIABLE FREQUENCY DRIVES.**

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

**WHEREAS**, on January 1, 2023 the City entered into a master contract ("*Master Contract*") with Trotter and Associates, Inc. ("*Consultant*") to perform certain professional engineering services for the City as such services are needed over time; and

**WHEREAS**, the City owns and maintain a potable water pumping station located at 877 Central Road that was constructed in the late 1970s ("*Pumping Station*"); and

**WHEREAS**, to improve the efficiency of the Pumping Station, staff recommends that the water pumps at the Pumping Station be upgraded with Variable Frequency Drives (VFD) to improve flow output to the system and save energy; and

**WHEREAS**, given the City's ongoing relationship with the Consultant, and the Consultant's knowledge of the City's potable water system, Public Works and Engineering staff requested that Consultant provide a proposal to conduct professional design engineering services for the installation of VFD's at the Pumping Station ("*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 not-to-exceed amount of \$40,000; and

**WHEREAS**, the City desires to enter into Task Order No. 2 under the Master Contract with Consultant for the performance of Services in the total not-to-exceed amount of \$40,000 ("**Task Order No. 2**"); and

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

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

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

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

**SECTION 3: AUTHORIZATION TO EXECUTE TASK ORDER NO. 2.** The City Council hereby authorizes and directs the City Manager to execute, on behalf of the City, final Task Order No. 2.

**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**

TASK ORDER 2  
Preliminary Design for Central Rd. Pumping Station Electrical Improvements

In accordance with Section 1.2 of the Master Contract dated January 1, 2023 between the City of Des Plaines (the “City”) and Trotter and Associates, Inc. (the “Consultant”), the Parties agree to the following Task Number 2:

- 1. Contracted Services:**
  - a. Preliminary investigation and design of electrical improvements to Central Rd. booster station:
    - Collect data and document existing conditions.
    - Review existing conditions to determine potential configurations for replacement of existing motor control center and addition of variable frequency drives to existing potable water booster pumps.
    - Review potential layouts with the City and assist the City with selection of viable alternative.
    - Perform preliminary design sufficient to allow the City to acquire long lead time equipment.
    - Assist City with review of manufacturer/distributor cost proposals.
- 2. Task Schedule:** Services to proceed immediately.
- 3. Project Specific Pricing** (if applicable):
  - For Preliminary Design: Time and material not to exceed \$40,000.00
- 4. Additional Changes to the Master Contract** (if applicable):  
Outside services, if any, will be passed through to the City without markup.

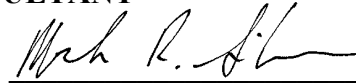
**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED**

[signature page follows]

**CITY**

**CONSULTANT**

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



\_\_\_\_\_  
Signature  
Mark R Sikora, P.E.

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

February 21, 2023

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



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: April 12, 2023

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

From: Jon Duddles, P.E., CFM, Assistant Director of Public Works and Engineering *ASD*

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

Subject: Community Rating System (CRS) Repetitive Loss Area Analysis, Activity 510

**Issue:** The Community Rating System (CRS) of the National Flood Insurance Program requires that certain participating communities provide a plan to mitigate repetitive losses. Accordingly, the City has prepared a Repetitive Loss Area Analysis (RLAA) that will supplement our Hazard Mitigation Plan in order to meet the repetitive loss planning requirements.

**Analysis:** Under the 2017 CRS Coordinator's Manual, a community with fifty or more unmitigated repetitive loss properties must either prepare a floodplain management plan that identifies repetitive loss areas and reviews historical damage to all properties that have received flood insurance claim payments or prepare a repetitive loss area analysis (RLAA). The City is receiving credit for its floodplain management plan, which is the City's Annex to the Cook County Hazard Mitigation Plan. However, the annex does not meet the detailed Category C planning requirements. Therefore, an RLAA has been prepared to supplement the Hazard Mitigation Plan.

The purpose of this Repetitive Loss Area Analysis is to identify options for both the City and homeowners to reduce the flood risk within the repetitive loss areas. The report discusses the City's current programs and projects to reduce flood risk and evaluates each property within the Repetitive Loss Areas. As part of the property evaluation, mitigation options for each property are identified.

The plan is essential for the City to remain in the Community Rating System, which provides a reduction in flood insurance premiums for all property owners in Des Plaines. Attached is the City of Des Plaines Repetitive Loss Area Analysis update for 2023.

**Recommendation:** We recommend approval of the updated plan. Once the resolution is adopted the plan will be sent to FEMA for their review and approval.

**Attachments:**

Resolution R-86-23  
Exhibit A – Repetitive Loss Area Analysis

**CITY OF DES PLAINES**

**RESOLUTION R - 86 - 23**

**A RESOLUTION ADOPTING A REPETITIVE LOSS AREA ANALYSIS REPORT FOR THE CITY OF DES PLAINES.**

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

**WHEREAS**, the City is a participant in good standing in the Federal Emergency Management Agency ("**FEMA**") National Flood Insurance Program ("**NFIP**") Community Rating System ("**CRS**"), which is a program administered through the NFIP that reduces flood insurance policy premiums in communities that undertake floodplain management activities that exceed the NFIP's minimum requirements; and

**WHEREAS**, the City receives CRS credit to reduce flood insurance premiums by engaging in a variety of floodplain management activities, including without limitation the adoption of the City's Annex to the Cook County Multi-Jurisdictional Hazard Mitigation Plan ("**HMP**"), the development of regulations, mapping, public education and awareness, and stormwater management, to protect against flood damages and to educate property owners; and

**WHEREAS**, in order to receive the CRS credit, FEMA requires the City, which is considered to be Category C community, to prepare a plan to mitigate repetitive losses; and

**WHEREAS**, to satisfy the CRS requirements, the City prepared a Repetitive Loss Area Analysis Report ("**RLAA Report**") as a supplement to the HMP, which if adopted will be submitted to FEMA; and

**WHEREAS**, the City Council has determined that approving and adopting the RLAA Report is in the best interest of the City;

**NOW, THEREFORE, BE IT RESOLVED** by the 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 AND ADOPTION OF RLAA REPORT.** The City Council hereby approves and adopts the RLAA Report attached to and, by this reference, made a part of this Resolution as **Exhibit A**.

**SECTION 3: EFFECTIVE DATE.** This Resolution shall be in full force and effect upon its passage and approval by a majority of the members of the City Council.

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

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

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

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**MAYOR**

ATTEST:

Approved as to form:

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**CITY CLERK**

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**Peter M. Friedman, General Counsel**

DP-Resolution Adopting RLAA Report



# Repetitive Loss Area Analysis

Adopted by the City Council  
Updated: April 2023  
Resolution:



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## Executive Summary

The purpose of this Repetitive Loss Area Analysis is to identify options for both the City and homeowners within the repetitive loss areas to reduce the flood risk. This report discusses the City's current programs and projects to reduce flood risk and evaluates each property within the Repetitive Loss Areas. As part of the property evaluation, mitigation options for each property are identified. This report is part of the City's overall floodplain management program, which includes participation in the Community Rating System (CRS) program.

Due to the 214 properties in the City unmitigated Repetitive Loss Properties, this report is required by the CRS program, as part of a strategy to reduce flood damages in our community. The development of this report followed a five-step process.

- Step 1.** Advise all the properties in the repetitive loss areas that the analysis will be conducted and request their input on the hazard and recommended actions.
- Step 2.** Contact agencies and organizations that may have plans or studies that could affect the cause or impacts of the flooding. The agencies and organizations must be identified in the analysis report.
- Step 3.** Visit each building and collect basic data.
- Step 4.** Review alternative approaches and determine whether any property protection measures or drainage improvements are feasible.
- Step 5.** Document the findings. A separate analysis report must be prepared for each area.

Based on the analysis presented in this report, there are seven recommendations for the City to reduce the occurrence of flooding in the 15 repetitive loss areas:

1. The City should continue to send an annual outreach letter to properties in the repetitive loss areas. The letter will include an offer to meet property owners to discuss site-specific options to reduce flood losses. A typical example is provided in Appendix C.
2. The City should continue to enforce all regulations designed to reduce flood damages to insurable structures, including compensatory storage and substantial improvement regulations.
3. The City should continue participation in the Community Rating System.
4. The City should continue to pursue additional mitigation funds for acquisition/demolition of flood-prone properties.
5. The City should continue public outreach encouraging residents to consider property protection, explaining substantial improvements rules, encouraging flood insurance, promoting CodeRED, and monitoring of the NOAA river gauge.
6. The City should continue to promote and fund the Flood Rebate Program.
7. The City should continue to perform damage inspections and tracking of substantial damage and substantial improvements to structures in the Special Flood Hazard Area.

## Background

Over the nearly fifty years of the National Flood Insurance Program (NFIP), floodplain management efforts have reduced the number of new floodplain structures. However, many older, existing buildings were built in areas that experience repetitive flooding. These existing buildings are generally referred to as Pre-FIRM (Flood Insurance Rate Map) buildings, built before a community's flood risk was identified on a community's flood map. FEMA estimated in 2005 that 90% of **Repetitive Loss Properties** were built before 1975. These properties also

account for 30% of all flood insurance claims in the history of the NFIP.

In an effort to reduce damages to repetitive loss properties, FEMA developed a Repetitive Loss Strategy. Under the strategy, FEMA provides communities with information annually on their repetitive loss properties and provides mitigation funds to target these properties. The CRS program has also prioritized the reduction of flood losses from these properties.

## Repetitive Loss Requirements under CRS

Repetitive loss data must be maintained and updated annually in order to participate in the CRS. Additional requirements are based on the number of repetitive loss properties in a community. Under the *2017 CRS Coordinator's Manual*, a community with fifty or more unmitigated repetitive loss properties must either prepare a floodplain management plan that covers all repetitive loss properties (areas) or prepare a repetitive loss area analysis (RLAA).

A floodplain management plan is a review of all floodplain areas within the community, prepared through a 10-step planning process conducted by a committee. This is a community wide plan, which does not look at individual properties. The RLAA differs in that it is a more detailed look at each repetitive loss property to determine what other properties have similar flood risk and what can be done to reduce that risk. All similarly at-risk properties combined with the repetitive loss properties are defined as the **Repetitive Loss Area**.

The City experienced significant flooding and subsequent damage to residential structures in 1979, 1982, 1983, 1987, 1994, 1996, 1997, 1999, 2002, 2007, 2008, 2011, 2013 (the flood of record), and 2017. Following the flooding in September 2008, the flood of record in April 2013, and July 2017 there are 214 unmitigated repetitive loss properties in Des Plaines. This analysis provides an opportunity for the City to identify mitigation options for the properties within the Repetitive Loss Areas.

*Note: The Privacy Act of 1974 (5 U.S.C. 552a) restricts the release of flood insurance claim data to the public. Therefore, this report does not directly identify the repetitive loss properties or include specific flood insurance claim information for any property.*

## Preliminary Data Analysis

Storm data, river gage heights, insurance claims, and topography were reviewed in order to develop the preliminary repetitive loss areas. The 214 addresses were plotted on a map and visited. Properties subject to the same flood hazard were grouped into Repetitive Loss Areas. The grouping includes properties not on FEMA's list that are at the same elevation or otherwise exposed to the same flooding that damaged those on FEMA's list. Since property owners often drop their flood insurance once their mortgage is paid in full and insurance is no longer required, there is typically a larger number of affected properties than flood insurance claims. It is assumed that had they been insured at the time the flooding occurred, they too, would be on FEMA's list. Further, all of the properties within the repetitive loss areas would benefit from the mitigation actions recommended in this plan.

### **Repetitive Loss Property**

A property with two or more flood insurance claims of more than \$1,000 within any 10-year period since 1978.

### **Repetitive Loss Area**

A delineation of all the properties, including the repetitive loss property or properties, which have a similar exposure to repetitive flooding.

## Flood Events, Gage Heights, and Claims Analysis

Per claims data, the majority of claims (63%) resulted from the April 2013, September 2008, and August 1987 storms. Since 1978, there have been 1,204 flood insurance claims paid to property owners in Des Plaines totaling \$30.5 Million. A description of some of the major flood events in Des Plaines is provided in Table 1.

Table 1. Des Plaines Major Flood Events

|                      |   |
|----------------------|---|
| 1986                 | The 1986 flood exceeded the 100-year flood elevation in effect at the time. However, a more recent study of the Des Plaines River concluded that the earlier Flood Insurance Study underestimated the true risk.  |
| 9/21/86 –<br>10/4/86 | Northeastern Illinois received almost one inch of rain daily from September 21 through October 4, 1986. On some days, there was as much as three inches. Over this two-week period, the watershed received 12.9 inches of rain, which is significantly more than the normal monthly average of 3 inches. The flood damaged 2,200 homes and 150 businesses.<br><br>According to the 2000 Flood Insurance Study for Cook County, the 1986 flood is now considered between the 10-year and 50-year flood, based on elevation and discharge.  |
| 8/13/87 –<br>8/16/87 | For the second time in less than a year, the Des Plaines River and its tributaries overflowed their banks. Nearly 13 inches of rain fell over four days, flooding many of the same areas that were just recovering from the 1986 flood. Damages from the two floods in Lake, Cook, and DuPage counties are estimated at more than \$140 million.<br><br>Unlike the 1986 flood, the heaviest rainfall occurred in a short period of time over the northwest suburbs. This produced the second highest flood on the Des Plaines River at Des Plaines, since flood insurance became available.   |
| 8/24/07              | The City began responding to the August 24, 2007 flood by placing over 250 jersey concrete barriers. The County, SWAT, and U.S. Coast Guard teams assisted residents with sandbags and IEMA provided 24-hour phone coverage. The 911 Call Center had received over 1,000 calls on power outages, flooded basements, and power lines on fire. Police closed roads and placed barricades at the flooded locations throughout the City.<br><br>Cook County President Stroger declared the County a disaster area. On August 26th, the City started damage assessments. The Red Cross provided over 200 cleanup kits.   |
| 9/13/08              | Over 100 homes in the Big Bend area were evacuated and there were more than 2,500 reports of residential damage. The Big Bend area (Hawthorne Lane to the Des Plaines River), Shagbark area (Des Plaines River Road to the Des Plaines River, north of Algonquin Road), Willow Avenue (Graceland to Lee Street), and Fargo Avenue. (Fargo Avenue, east to the Des Plaines River) amongst other areas had houses that received a considerable amount of first floor damage, along with basements filled with water. Homes went without power for several days. The basements had to be pumped out slowly, so the basement walls did not collapse due to the excessive hydrostatic pressure. Furnaces, water heaters, and washer and dryers were the major appliances damaged. The floors, from the joists up to the finished surface, were warped. Up to three feet of drywall all along the perimeter of the first floor was mold covered. All doors in the basements and first floors were non-functional and lower cabinets in the kitchens were destroyed.<br><br>The City began its recovery efforts on September 15, 2008 after the Des Plaines River crested. Public Works crews, ARC Disposal and Cook County SWAP assisted in removing debris as well as sandbags. The Salvation Army distributed over 3,000 cleanup kits to residents and businesses. The City completed its final damage assessments, assisted FEMA, and IEMA as they did damage assessments of the City.<br><br>The Governor, along with FEMA, declared Des Plaines and the State a Federal Disaster. FEMA set up a Disaster Recovery Center in Des Plaines, which allowed residents and small businesses to apply for grants and low interest loans. The duration of this flooding event and its aftermath lasted over nine days. |
| 4/18/13              | Record rainfalls in April 2013 now mark it as the Chicago Area's wettest April on record in the 143 years history of Chicago observational data. At 3:00 p.m. on April 18, 2013, a Declaration of State of Disaster was signed on the advice of the Incident Management Team. During the next 6-10 weeks, the Incident Management Team utilized the necessary mutual aid resources from County/State/Federal resources, non-governmental organization resources and other stakeholders. A President's Declaration of State of Disaster was declared. FEMA recovery teams visited 1,566 homes and businesses in Des Plaines that were affected by the flooding.  |

|         |   |
|---------|---|
| 6/26/13 | Due to continuing heavy rainfall and thunderstorms, weather spotting staff was deployed in Des Plaines at approximately 2:00 a.m., June 26, 2013. At approximately 3:00 a.m., surface streets were flooded severely enough to warrant numerous street closures. The National Weather Service issued a flash flood warning on June 26; at 5:26 a.m. Driving was difficult as excessive runoff from heavy rainfall caused flooding of small creeks and streams, highways, viaducts and underpasses in Des Plaines. At 9:30 a.m., a State of Emergency was signed. |
| 7/13/17 | A significant rainfall event occurred in the Des Plaines River watershed within southern Lake County. This rainfall event cause near record flooding between July 12 and July 14, 2017 with numerous street closures and resident/business relocations and shut downs.  |

Federal Disasters were declared for Cook County in August 1987, September 2008, July 2010, and April 2013. The insurance claims in Des Plaines from each storm with two or more claims are summarized in Table 2.

Table 2. Des Plaines Insurance Claims

| Date of Flooding | Disaster Declaration | Number of Claims | Total Claims Paid | Average Claim |
|------------------|----------------------|------------------|-------------------|---------------|
| '78-'81          |                      | 29               | \$56,364          | \$1,944       |
| Jul-82           |                      | 19               | \$63,948          | \$3,366       |
| '82-'85          |                      | 15               | \$47,173          | \$3,145       |
| Oct-86           |                      | 61               | \$1,292,514       | \$21,189      |
| Aug-87           | DR-798               | 139              | \$2,267,906       | \$16,316      |
| '89-'84          |                      | 12               | \$50,283          | \$4,190       |
| May-96           |                      | 23               | \$236,273         | \$10,273      |
| Feb-97           |                      | 35               | \$208,004         | \$5,943       |
| Apr-99           |                      | 8                | \$69,977          | \$8,747       |
| Oct-01           |                      | 16               | \$50,653          | \$3,408       |
| Apr, Jun-'02     |                      | 2                | \$2,217           | \$1,108       |
| Aug-02           |                      | 8                | \$48,283          | \$6,035       |
| May-04           |                      | 7                | \$56,739          | \$8,105       |
| Sep-08           | DR-1800              | 387              | \$13,300,000      | \$34,367      |
| Dec-08           |                      | 6                | \$22,233          | \$3,706       |
| Mar-09           |                      | 2                | \$1,490           | \$745         |
| Jun-09           |                      | 7                | \$20,482          | \$2,926       |
| Jul-10           | DR-1935              | 4                | \$81,679          | \$20,420      |
| Jul-11           |                      | 66               | \$599,405         | \$9,082       |
| Aug-12           |                      | 2                | \$12,290          | \$6,145       |
| Apr-13           | DR-4116              | 321              | \$11,004,983      | \$34,283      |
| Jun-13           |                      | 9                | \$22,803          | \$2,534       |
| Total*           |                      | 1,178            | \$29,515,699      | \$25,056      |

*\*The total listed above only includes events with two or more flood insurance claims. As noted at the beginning of this section, there have been 1,204 flood insurance claims paid to property owners in Des Plaines since 1978, totaling \$30.5 Million (including those with only one claim).*

As shown in Table 2, the average flood insurance claim ranges from less than \$1,000 to more than \$34,000. In general, the larger storm events result in higher average claims, since the flood depths are higher and the

resulting damage is greater for these events. The April 2013 flood is the record flood for the City, though the September 2008 flood had more flood insurance claims and a higher average claim amount. The list of claims data for properties in Des Plaines was obtained from FEMA, which is summarized in the Table 3.

Table 3. Des Plaines Flood Insurance Claims Summary

| Policy Type       | Policies in Force | Premium          | Insurance in Force   | # of Closed Paid Losses | \$ of Closed Paid Losses |
|-------------------|-------------------|------------------|----------------------|-------------------------|--------------------------|
| Single Family     | 315               | \$357,310        | \$70,884,100         | 1,213                   | \$22,031,100.71          |
| 2-4 Family        | 21                | \$10,768         | \$3,285,000          | 61                      | \$443,791.98             |
| Other Residential | 1,051             | \$243,084        | \$233,286,400        | 55                      | \$1,265,409.21           |
| Non-Residential   | 33                | \$166,554        | \$16,279,300         | 121                     | \$8,135,992.53           |
| <b>Total</b>      | <b>1,420</b>      | <b>\$777,716</b> | <b>\$323,734,800</b> | <b>1,450</b>            | <b>\$31,876,294.43</b>   |

## The RLAA Process

The RLAA planning process incorporated requirements from Section 510 of the 2017 *CRS Coordinator's Manual*. Most specifically, this RLAA included all five planning steps included in the 2017 manual:

- Step 1.** Advise all the properties in the repetitive loss areas that the analysis will be conducted and request their input on the hazard and recommended actions.
- Step 2.** Contact agencies and organizations that may have plans or studies that could affect the cause or impacts of the flooding. The agencies and organizations must be identified in the analysis report.
- Step 3.** Visit each building and collect basic data.
- Step 4.** Review alternative approaches and determine whether any property protection measures or drainage improvements are feasible.
- Step 5.** Document the findings. A separate analysis report must be prepared for each area.

Beyond the 5 planning steps, additional credit criteria must be met, which includes the following:

- The community must delineate at least one repetitive loss area.
- The repetitive loss area(s) must be mapped.
- The repetitive loss area analysis report must be submitted to the community's governing body and made available to the media and the public. The complete repetitive loss area analysis report must be adopted by the community's governing body or by an office that has been delegated approval authority by the community's governing body.
- The community must prepare an annual progress report for its area analysis.
- The community must update its repetitive loss area analyses in time for each CRS cycle verification visit.

### Step 1. Advise Property Owners of Analysis and Request Input

A letter was mailed to 816 individual addresses and 29 property managers of multi-unit properties within the 15 repetitive loss areas identified. Properties that have been acquired by the City as part of their buyout program were removed from the address list as there are no longer insurable structures on these parcels. The letter explained the repetitive loss area analysis and requested participation from property owners through the completion of a Floodplain Questionnaire (See Appendix B). The questionnaire was sent along with the letter. A

link to the on-line survey was also provided to allow property owners to complete the survey electronically. The questions asked the type of foundation, dates of flooding, causes of flooding, depth of flooding, and property protection measures that have been implemented.

Twenty-three of the 759 surveys were completed for a return rate of three percent. Twelve respondents indicated that they have experienced flooding. It should be noted that not all questions were answered and some questions allowed for multiple responses. Some important findings include:

- 52% of the respondents suffered flooding
- 96% of the structures have a below grade level, basement, or crawlspace
- 39% of the respondents have installed flood protection measures on their property
- The majority of respondents cited overbank flooding, sewer backups, and/or power outages as the source of flooding.

## Step 2. Contact Agencies and Organizations

During the planning process, outside agencies and City departments were contacted for details on recent construction, studies, and capital improvement plans as they relate to reducing flooding within the repetitive loss areas. The agencies and organizations that were contacted and the materials that were provided by each are summarized in Table 4.

Table 4. Other Agency Reports and Studies

| Agency / Organization                               | Documents Provided  |
|---|---|
| Des Plaines Public Works and Engineering Department | Properties included in the City's Buyout Program<br>GIS files of parcels, buildings, and other data<br>Historical flooding data<br>2002 Repetitive Loss Area Analysis<br>2016-2020 Capital Improvement Plan<br>2003 Stormwater Master Plan<br>1986 Stormwater Master Plan |
| Des Plaines Community Development Department        | City Comprehensive Plan & City Zoning Map   |
| Des Plaines Public Works Department                 | Maintenance Records   |
| Des Plaines Emergency Management Department         | City's Annex to the Cook Co. Hazard Mitigation Plan   |
| Des Plaines Park District                           | Park District's Strategic Plan  |
| Metropolitan Water Reclamation District             | Detailed Watershed Plans  |
| Chicago Metropolitan Agency for Planning            | City Comprehensive Plan Vulnerability Analysis and Stormwater Appendix  |
| Cook County Dept. of Transportation & Highways      | -   |
| Illinois Emergency Management Agency                | Repetitive Loss Property Addresses  |
| Illinois Department of Natural Resources            | Repetitive Loss Property Addresses  |
| Illinois Department of Transportation               | Flooding Records of State Routes in Des Plaines (1985 to 2016)  |
| Federal Emergency Management Agency, Region V       | Repetitive Loss Property Addresses<br>Flood Insurance Claims Data   |
| U.S. Army Corps of Engineers, Chicago District      | Des Plaines River - Phase II Feasibility Report & Environmental Assessment  |



## 2002 Repetitive Loss Area Analysis

The 2002 Repetitive Loss Plan was prepared to comply with FEMA's repetitive loss planning criteria at that time and to identify the most cost-effective ways the City can reduce repetitive flooding. It focused on 11 separate repetitive loss areas. The recommended flood loss reduction measures contained in the 2002 Plan included pursuing US Army Corps of Engineers and IDNR flood control projects, providing technical and financial assistance for those areas where property protection measures would be most useful, and finally to work with the residents with minimal flood protection from flood control projects and where most property protection measures are not appropriate, to determine the best protection measures for each building. The 2002 Plan does not meet the criteria for a Repetitive Loss Area Analysis under the 2013 CRS manual, it was used as a reference document for this 2019 Plan.

## 2016-2020 Capital Improvement Plan

The Capital Improvement Plan represents staff's recommendation of the City's street, utility, and drainage infrastructure project needs from 2016 to 2020 given current financial resources and outlooks. Proposed projects are listed by year, with anticipated cost and source of revenue to fund the improvements shown.

Priority is given to projects based on need and condition of the infrastructure item recommended to be improved or replaced. The stormwater improvements included in the plan are scheduled according to the City's 2003 Stormwater Master Plan and subsequent new phases. Included in the 2016-2020 plan are drainage systems improvements, all of which are coordinated with proposed roadway reconstruction projects.

## 2003 Stormwater Master Plan

During the storm event that occurred on October 13, 2001, significant flooding occurred throughout the City of Des Plaines. The 2003 Stormwater Master Plan was prepared to evaluate each of the 12 areas reporting flooding during the 2001 storm and provide recommendations to reduce flooding in those areas. Included in the 2003 stormwater master plan is a map showing the approximate location where flooding was reported and the locations of the Problem Areas that were analyzed. After comparing the Problem Areas to the Repetitive Loss Areas, there were no common areas analyzed between this Repetitive Loss Analysis and the Stormwater Master Plan. There was, however, flooding reported in 9 of the 15 repetitive loss areas.

## 1986 Stormwater Master Plan

The primary objective of this plan is to provide a comprehensive program for effectively improving the City's stormwater management capabilities by (1) reducing the risk of damage and inconvenience resulting from poor drainage, (2) providing a basis for the design of stormwater management facilities to serve future developments, (3) reducing the adverse effects of urban runoff on water quality, and (4) minimizing the overall cost of stormwater management. This plan included 24 recommended projects to be implemented over 20 years. The investment of public funds averaged \$2.3 million per year.

## City Comprehensive Plan

The 2019 Comprehensive Plan for the City of Des Plaines includes recommendations for Water Resource Management Implementation. There are six water resources goals included in the plan and eleven recommended action items for the City to meet those goals, which are:

- 1) Support the Implementation of Capital Projects for Long-Term Sustainability
  - a) Continue pursuing buyouts in flood-prone areas
- 2) Integrate Stormwater Management Practices into the City's Capital Improvement Programs and other Public Investments

- a) Continue using Capital Improvement Programs to improve stormwater management.
- b) Invest in green and gray infrastructure solutions in public rights-of-way.
- 3) Continue to Implement Plans that Address Flooding
- 4) Continue Advanced Development Practices to Encourage Stormwater Management
  - a) Update and expand regulatory standards.
- 5) Pursue stormwater retrofits through redevelopment.
- 6) Promote Stormwater Improvements on Private Property
  - a) Consider expansion of the Flood Rebate Program.
  - b) Educate homeowners.
  - c) Encourage flood insurance among private property owners.
- 7) Improve Habitat and Water Quality
  - a) Develop a tree preservation ordinance.
  - b) Pursue Section 319 funding for green infrastructure.
  - c) Restore the edges of streams and rivers.

A planning-level stormwater analysis was included in the Des Plaines Comprehensive Plan. The approach used GIS data to identify low-lying areas throughout the City and match those areas with available vacant land. The results of the GIS analysis were further refined by reviewing the recommendations in studies conducted by other agencies. This high-level analysis is often used as a first step in identifying potential flood-relief projects for engineering analysis.

### City's Annex to the Cook County Hazard Mitigation Plan

The City's Annex to the Cook County Hazard Mitigation Plan identified seven (7) natural hazards that could affect the City.

- 1) Floods
- 2) Severe Weather
- 3) Severe Winter Weather
- 4) Tornado
- 5) Dam Failure
- 6) Drought
- 7) Earthquake

Natural hazards were ranked based on their probability and impact. Flooding was ranked as the City's number one hazard, with severe weather ranked second. The Plan includes a list of seventeen (17) actions for the City to take to reduce its risk from the seven natural hazards. All of the actions listed are noted to mitigate future flooding.

### Des Plaines Park District's Strategic Plan

The purpose of the 2015-2020 Strategic Plan is to establish a direction for the Des Plaines Park District to continue to improve the operations, programs, financial stability, and maintain the exceptional standards that have been in place for years. The original document created in 2003 has been revised annually. The current document reflects revisions and updates from both internal and external changes. This plan identifies eight goals of the Des Plaines Park District, two of which are relevant to stormwater management and flood reduction within the City:

- 1. **Maximize and Expand Recreational Resources:** This Goal addresses the need to maximize the use

of existing resources available to the District and develop a plan to acquire, preserve, and develop open spaces and high-quality natural areas to meet existing and future park and recreation needs of Des Plaines Park District residents. The District has many resources ranging from special facilities to open space, which need to be examined for optimal use and future opportunities. The Park District will seek to creatively find open space through partnerships and cooperative uses within the community.

**2. Promote Environmental Stewardship and Sustainable Practices throughout the Park System:**

The purpose of developing an environmental plan and an environmental committee for the District is to assume a leadership role in the development and use of sound environmental policies, practices and educational opportunities.

Based on the City’s relationship with the Des Plaines Park District and the above goals outlined in the Park District’s Strategic Plan, there may be opportunities for the City to partner with the Des Plaines Park District. The City is creating open space as part of their buyout program, which could present an opportunity for additional recreational areas and educational opportunities.

**Detailed Watershed Plans**

The scope of the Lower Des Plaines River Detailed Watershed Plan (DWP) includes the development of stormwater improvement projects to address regional problem areas along open waterways. The primary goals of the DWPs are as follows:

- Document stormwater problem areas.
- Evaluate existing watershed conditions using hydrologic and hydraulic models.
- Produce flow, stage, frequency, and duration information about flood events along regional waterways.
- Estimate damages associated with regional stormwater problems.
- Evaluate potential solutions to regional stormwater problems.

Alternatives were recommended based upon consideration of the project’s ability to reduce stormwater damages and to address regional problems reported by communities. Eight alternatives within the City of Des Plaines were analyzed as part of this study as summarized in Table 5.

*Table 5. Alternatives Considered Within Des Plaines*

| Alternative   | Watershed         | Resolution              |
|---------------|-------------------|-------------------------|
| DPR-2A        | Des Plaines River | This is a local problem |
| DPR-2B        | Des Plaines River | Recommended             |
| DPR-3A        | Des Plaines River | Recommended             |
| FRCR-DP-FL-01 | Farmer’s Creek    | This is a local problem |
| FRCR-DP-SM-01 | Farmer’s Creek    | This is a local problem |
| PRCR-DP-FL-01 | Farmer’s Creek    | This is a local problem |
| FHDT-DPFL-01  | Feehanville Ditch | This is a local problem |
| FHDT-DPSM-01  | Feehanville Ditch | This is a local problem |

As shown in Table 4, six of the eight alternatives that were considered were found to be local problems and were not recommended to move forward within MWRD’s program.

**Flooding Records of State Routes**

The Illinois Department of Transportation (IDOT) provided the City of Des Plaines a log of their flooding records. Flooding of state routes within the City is tracked by intersection or roadway segment. One hundred and eighty-one (181) flooding records have been logged by IDOT at Forty-four locations within the City limits

between 1985 and 2016. The six locations with the most flooding reported are shown in Table 6.

Table 6. State Routes in Des Plaines with the Most Flooding Reported

| Named Route            | Location                              | Flooding Occurrences |
|------------------------|---------------------------------------|----------------------|
| Golf Road              | At UP Railroad (at Wolf Road)         | 39                   |
| Golf Road              | At UP Railroad (at Des Plaines River) | 21                   |
| Higgins Road           | At CP Railroad (E/O Mannheim Rd)      | 17                   |
| Northwest Highway      | At UP / CN RR                         | 15                   |
| Central Road           | At East River Road to River Road      | 10                   |
| Des Plaines River Road | At Touhy Avenue to Thacker Street     | 7                    |

## Des Plaines River Phase II Feasibility Report & Environmental Assessment

The Phase II Study was prepared by the U.S. Army Corps of Engineers, which provides an opportunity to develop a more comprehensive solution to address ongoing occurrences of flooding and restore the degraded aquatic ecosystems within the Upper Des Plaines River watershed. The study authorization directs the Secretary to evaluate plans to manage flood risk and address environmental restoration and protection on both the mainstem and tributaries. Three plans are included in the study. The impact from each plan is summarized in Table 7.

Table 7. USACOE Plan Summary

| Plan                  | Flood Protection | Non-structural Flood Risk Management | Annual Net Economic Benefits |
|-----------------------|------------------|--------------------------------------|------------------------------|
| Combined NED/NER Plan | 862 Structures   | 377 Structures                       | \$4,641,000                  |
| CAP Plan              | 73 Structures    | -                                    | \$193,000                    |
| Comprehensive Plan    | 935 Structures   | 486 Structures                       | \$8,636,000                  |

This study was completed in 2015; however, the project implementation plan extends into 2031. Recommendations for dam removals, floodwater storage, and acquisition of flood-prone properties within the City's Repetitive Loss Areas are included in the study.

## Voluntary Buyouts

The City of Des Plaines is working with FEMA, IEMA, IDNR, and MWRD on a large-scale buyout program to acquire flood-prone homes that are continually experiencing overbank flooding from the Des Plaines River. The Base Flood Elevation within the area is approximately 3 feet above the first-floor elevation of the adjacent residential homes. Considering the depth of flooding, occurrence of severe structural flooding, damage to the existing structures, and the inability for emergency vehicles to access the area during flood events, the City has determined that property acquisition is the best mitigation alternative in this area.

## Weather Forecasting/StormReady

In 2010, the National Weather Service conducted a verification of the City of Des Plaines's preparedness for local hazardous weather operations and public awareness during severe weather incidents. After the verification process, the City was notified that it met all the necessary requirements needed to be recognized as a StormReady community.

When a flood threat is identified, the Incident Management Team members will be alerted. Increased observation and surveillance procedures will be implemented. Based on the information gathered, an evaluation of all threat(s) to life/property will be made by Public Works and Engineering and Emergency Management, which evaluation may include:

1. Potential inundation areas;
2. Warning and evacuation requirements;

3. Safe areas - temporary shelters;
4. Resources required; and
5. Potential need for upgrading EOC activation level.

When a flash flood warning or flood warning is issued and the risk is substantiated by the National Weather Service, or actual flooding occurs and life/property is threatened, the EOC will be at a level 3 activation. Warnings and evacuations will be completed, and shelter provided to those people requiring temporary housing. Resources not already pre-positioned to mitigate the threat will be moved into position.

An Incident Command Post will be established in the vicinity of the affected areas(s) to coordinate on-scene actions, and/or provide a link between on scene agencies and the Incident Commander (IC). The first response to a flood event will be by city responders. When the event is so large that local resources are unable to handle it, additional assistance may be requested via the declaration process. The Planning Section Chief will coordinate the Recovery Action Plan to sustain life and property. All efforts will be taken to restore public facilities as quickly as possible. Damage assessment and evaluation will proceed as needed.

### Step 3: Building Data

Before building data could be collected, the City defined 15 repetitive loss areas. The 214 unmitigated repetitive loss properties were mapped and any properties that have been demolished as part of the City's Buyout Program, were removed from the list. Repetitive Loss Areas were then identified and the list of addresses within each RL Area was created using GIS. Multi-unit addresses were removed from the list and the address of the management company for each multi-unit building was added. A map of the repetitive Loss Areas can be found on page 20.

The field survey for this analysis was conducted February 2023. Data collected in the field was directly uploaded into GIS to allow integration with other GIS data. The GIS data was exported to Excel and the analysis was completed using the Excel spreadsheet. The spreadsheet is included in Appendix E. (Note: In accordance with the Privacy Act of 1974, Appendix E will not be shared with the general public).

Prior to the field survey, previous GIS data was used to establish much of the building data. Flood insurance claims data was also reviewed but was not included in the spreadsheet due to privacy concerns. A GIS application was developed and the remaining building data was collected in the field for each property along with one or photos. Data collected included:

- Address
- Repetitive Loss Area
- Building Elevation
- Building Condition
- Foundation Type
- Location of Air Conditioner
- Elevation of Air Conditioner
- Drainage Pattern
- Drainage Direction
- If Downspouts Drain Away from Structure

Following a more detailed look at the topography and the location of each repetitive loss property, a total of 740 single family homes and 19 multi-unit addresses were included in the data review. For purposes of this report elevation at the building elevation is the highest elevation within the building footprint, as determined

from LIDAR data.

## Step 4: Alternative Protection Measure Review

This section provides an overview of various types of protection measures that can be implemented at an individual property level. These protection measures have been separated into seven categories.

1. Non-Structural Measures
2. Green Infrastructure
3. Grading Improvements
4. Plumbing Improvements
5. Wet Floodproofing
6. Dry Floodproofing
7. Elevation, Relocation, and Demolition

Other measures that are more regional in nature, such as regional flood control projects and levees, are evaluated as part of other planning efforts. The City's Stormwater Master Plan includes structural flood-relief projects and MWRD has evaluated flood-relief projects on a regional level; therefore, this analysis focuses on measures that can be implemented by individual property owners.

The 2014 Homeowner's Guide to Retrofitting, FEMA P-312 provides additional details on many of the methods discussed and will be frequently referenced. The guide is available online, at City Hall, and at the Des Plaines Public Library. Caution must be taken when choosing any of the protection measures. Some techniques require permitting and may not be allowed under the MWRD Watershed Management Ordinance. Professional assistance is recommended when selecting a protection measure.

### Non-Structural Measures

Preventive activities can reduce development in flood-prone areas and provide some protection for existing structures in those areas. Some non-structural measures that can be implemented include:

- Flood Insurance
- Maintenance of drainage systems
- Increased public education
- Ordinances and zoning regulations
- Protection of natural areas
- Review of emergency procedures

Non-structural measures can be implemented at both the individual property level and at the community level. Although flood insurance will not reduce property damage, it may be the only way for property owners to receive financial assistance to clean and repair their homes after a flood. Educating residents, especially those within the Repetitive Loss Areas, will help property owners understand the causes of repetitive flooding and ways they can protect their buildings from damage. Ordinances, zoning regulations, and protecting natural areas can reduce increases in flooding due to development. Finally, the City is continually reviewing its emergency procedures, which reduces response time during an emergency.

### Green Infrastructure

US EPA describes green infrastructure as using vegetation, soils, and natural processes to manage water and create healthier urban environments. Green infrastructure mimic nature by soaking up and storing water.

Some of the types of green infrastructure practices that could be implemented on a residential lot include:

- Bio-retention / Rain Gardens
- Vegetated Swales
- Green Roofs
- Impervious Area Disconnection
- Infiltration Trenches
- Porous Pavement
- Rainwater Harvesting
- Urban Infiltration Planters
- Dry Wells

The small size of green infrastructure practices provides great flexibility and makes them easy to integrate into an existing site. Green infrastructure should be designed considering the site characteristics and specific objectives for the project.

### Grading Improvements

Properties that do not have adequate grading can re-grade their yards. The ground around the perimeter of the building should slope away from the structure to prevent stormwater runoff from ponding against the foundation wall, where it can seep into the building. Some of the advantages and disadvantages to regrading landscaped areas are as follows:

*Table 8. Grading Advantages and Disadvantages*

| Advantages   | Disadvantages   |
|--|---|
| Very effective in areas with shallow flooding              | Cooperation is needed from adjacent property owners   |
| Less expensive than structural flood mitigation strategies | Areas within the regulatory floodplain are restricted in that they cannot place fill in those areas |
| Can benefit the surrounding properties                     | Flood insurance premiums will not be reduced  |

If re-grading a yard is found to be the best alternative to reduce structural flooding, the following points should be considered:

- An elevation change of at least 1 foot over 100 feet (1% slope) from the exterior wall of the home is needed to adequately direct water away from the structure,
- Lot grading should direct water to an acceptable drainage outlet, and
- Discharges of stormwater should not negatively impact neighboring properties.

Areas where water naturally flows toward the structure can benefit from re-grading the yard. If water flows toward the building, a new swale or wall can direct the flow to the street or drainage-way. Filling and grading next to the building can also direct shallow flooding to the yard. When these types of drainage modifications are made, care must be taken not to adversely affect the drainage patterns of adjacent properties.

Often, water flows to a low entry point, such as a basement window well or patio door. Regrading around the structure can reduce the occurrence of structural flooding. Some ways to improve the grading around the structure include:

- Overland flow swales,
- Foundation backfill,
- Driveway berms, and
- Barriers (berms/levees/floodwalls)

## Plumbing Improvements

A plumber or contractor who is fully versed in home and municipal drainage systems can determine the risk of flooding for a particular structure. A typical residential home has a sanitary sewer that drains toilet waste, laundry tubs, and, in some cases, the floor drains to the sanitary sewer main in the street. Clean stormwater and groundwater are handled by downspouts, footing drains, and sump pumps.

Often flooding is caused by the storm and sanitary sewer systems being interconnected, which occurs in areas with combined sewers or in separate sewer areas when illegal connections between the two sewer systems are made. During a heavy rain, stormwater enters the sanitary sewers, overloading the main lines and causing the sewage to backup into basements and other low areas of buildings. Understanding the risks of flooding and the plumbing of the structure will help to ensure that the best course of action is taken to reduce future flooding.

Sewer backups can be caused by a blockage in a sewer pipe; failure of equipment; too much water entering the sewers from storm runoff; or an undersized sewer. In many urban areas, sewer backup is the major cause of repetitive flooding. Backup of sanitary sewers into a structure is a major concern due to the health hazards. Some approaches to protect a structure against sewer backups include:

- Plumbing repairs,
- Backflow valves,
- Internal drainage systems, and
- Overhead sewer systems.

The recommended plumbing repairs or improvements for an individual home must consider source of flooding and the existing plumbing system in the home.

## Wet Floodproofing

Wet Floodproofing prevents or provides resistance to damage from flooding while allowing floodwaters to enter the structure. Generally, wet floodproofing involves raising mechanical equipment and utilities above the Base Flood Elevation (BFE) or sealing areas with flood resistant materials and allowing floodwaters to enter the structure through flood openings.

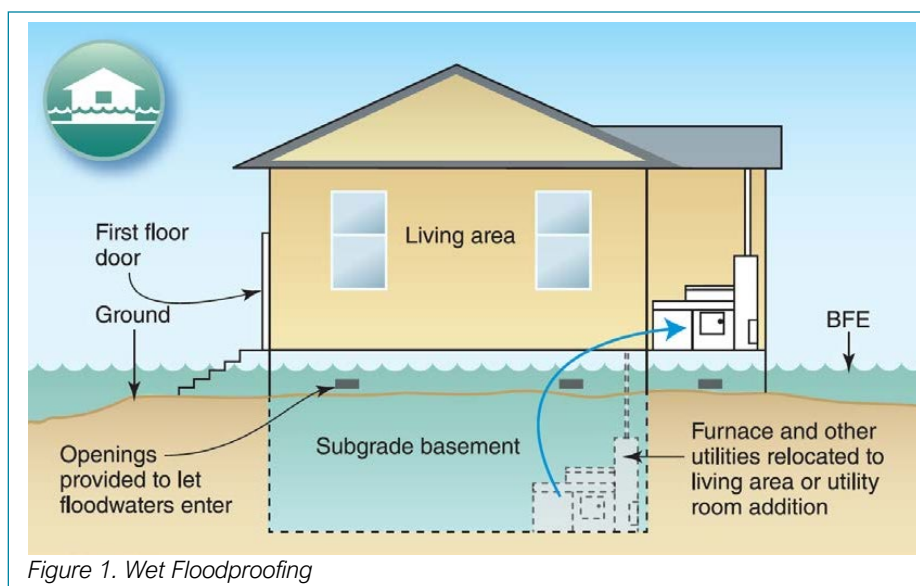


Figure 1. Wet Floodproofing

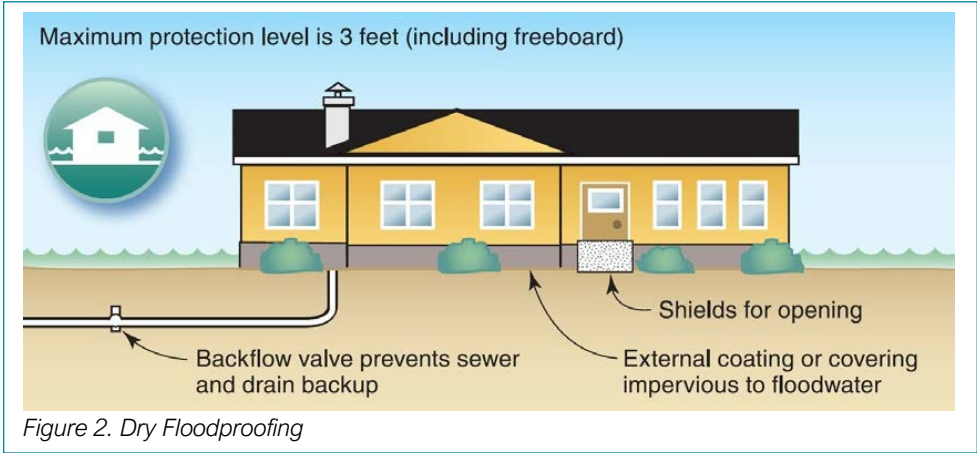


Application of wet floodproofing as a flood protection technique under the National Flood Insurance Program (NFIP) is limited to enclosures below elevated residential and non-residential structures and to accessory structures that have been issued variances by the community.

### Dry Floodproofing

Dry floodproofing completely seals the exterior of a building, below the anticipated water level, to prevent the entry of floodwaters keeping the interior of the structure dry. Unlike wet floodproofing, which allows water to enter the building through wall openings, dry floodproofing seals all openings below the flood level and relies on the walls of the building to keep water out. Even if a structure is dry floodproofed, water can still seep through small openings in the sealant system or through the gaskets of shields that are protecting openings. Internal drainage systems are required to remove any water that has seeped through and remove water collected from any necessary underdrain systems in the below-grade walls and floor of the home.

Dry floodproofing is not a good option for areas where floodwater is deep or flows quickly. The hydrostatic pressure and/or hydrodynamic force can structurally damage the building by causing the walls to collapse or causing the entire structure to float. Because the walls are exposed to floodwaters and the pressures they exert, dry floodproofing is practical only for homes with walls constructed of masonry or poured concrete and only where flood depths are low (no more than 2 feet).



Areas that have minimal velocity and low depth, dry floodproofing can be a good option. Dry floodproofing may not be used to bring a substantially damaged or substantially improved residential structure into compliance with the local floodplain management ordinance. Dry floodproofing techniques include:

- Raised Window Wells;
- Glass Block Basement Windows;
- Continuous Impermeable Walls;
- Floodproofed Core Interior Areas;
- Permanent Flood Shields for Exterior Openings; and
- Removable Flood Shields for Exterior Openings.

The recommended dry floodproofing technique(s) to use on an individual home must consider source of and depth of flooding as well as the type of foundation and other features of the structure.

## Elevation, Relocation, and Demolition

For some structures, dry or wet floodproofing cannot provide adequate protection from future flooding and greater measures must be taken. Other mitigation options include structure elevation, relocation and demolition.

### Elevation

If the floodwaters are too high for dry floodproofing and the inhabited area is too low for wet floodproofing, it may be necessary to raise the structure. Short of relocating a structure outside a flood-prone area, the best way to protect it from surface flooding is to raise it above the flood level. When a structure is elevated, the area below the flood level is left open to allow floodwaters to flow under the building, causing little or no damage. Elevation is usually most cost-effective for buildings on crawlspaces because it is easiest to get lifting equipment under the floor and disruption of the habitable part of the house is minimal.



### Relocation

Relocation, or moving a structure out of the flood hazard area, offers the best protection from flooding. However, relocation usually is the most expensive mitigation strategy. The relocation process involves lifting a home off its foundation, placing it on a heavy-duty flatbed trailer, hauling it to a new site outside the flood hazard area, and lowering it onto a new foundation. The process requires careful planning and is not recommended for all structures.

### Demolition

Acquisition and demolition are more cost-effective measures to take in areas subject to severe flood hazards, where there is repetitive flooding, or where other property protection measures are not feasible. Acquisition, followed by demolition, is most appropriate for buildings that are too expensive to move, such as large homes with slab foundations and masonry structures. Also, homes that have fallen into disrepair may not be worth protecting.

The long-term maintenance and ownership of vacant parcels must be considered prior to pursuing buyouts. If federal money is used for acquisition, the property is often restricted to open space uses in the future. Therefore, the property can never be redeveloped and the City will be responsible for maintaining the property.

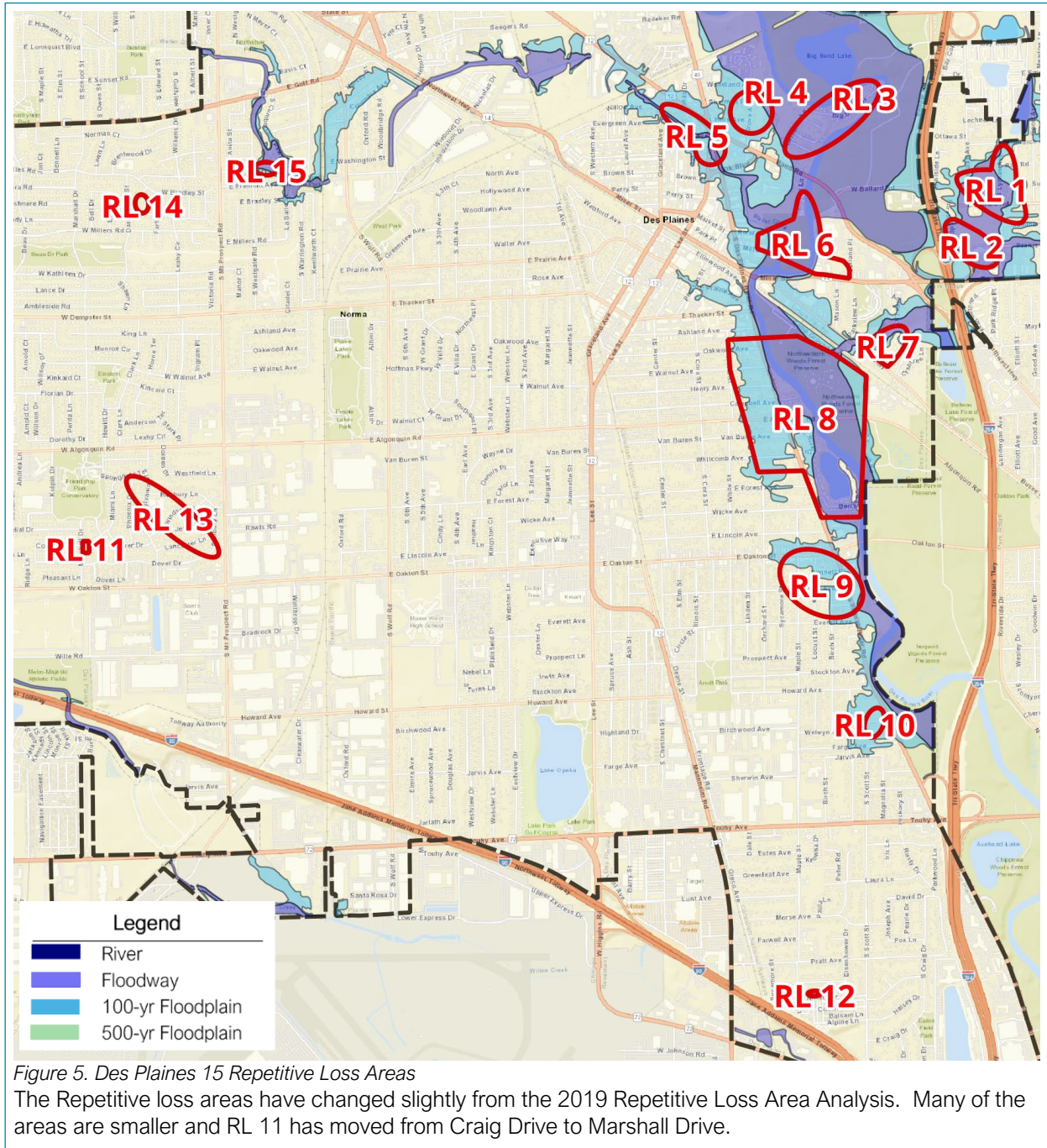


Figure 4. Demolitions in Des Plaines. The City of Des Plaines is working with FEMA, IEMA, IDNR, and MWRD on a large-scale buyout program to acquire flood-prone homes that are continually experiencing overbank flooding from the Des Plaines River. Repetitive Loss Area 3 is shown in the above image. All of the structures in green were demolished prior to the 2018 Verification. New demolitions are in orange.

## Step 5: Detailed Area Analysis

FEMA's list of repetitive loss properties includes 214 addresses in the City of Des Plaines. The addresses and their flood insurance claim history are protected by the Privacy Act and are not listed in this public document. However, the Engineering Department has the detailed data and can review this information with property owners.

Properties subject to the same flood hazard were grouped into Repetitive Loss Areas. The grouping includes properties not on FEMA's list that are at the same elevation or otherwise exposed to the same flooding that damaged those on FEMA's list. This grouping process resulted in 15 repetitive loss areas in the City of Des Plaines as shown in Figure 5.



As shown in Figure 5, twelve of the fifteen repetitive loss areas are on the east side of the City, ten of which are along the Des Plaines River and Farmer’s Creek. Repetitive Loss Areas 11, 12, 13 and 14 are low-lying urban areas that are not adjacent to a waterway. Repetitive Loss Area 15 is along Weller Creek.

This plan focuses on the areas rather than individual properties. A summary of the Repetitive Loss Areas is provided in Table 9.

Table 9. Des Plaines Repetitive Loss Area Summary

| Area   | Flood source      | Flood Data |           |                |              | No. of Bldgs. |
|--|-------------------|------------|-----------|----------------|--------------|---------------|
|  |                   | FIRM Zone  | Flood way | Velocity (fps) | Warning time |               |
| 1. Bellaire / Lyman  | FC/DPRBW          | AE         | Yes       | 0.5            | < 1 hour     | 61            |
| 2. Forest Edge   | FC/DPRBW          | X          | N/A       | 0.7            | < 1 hour     | 2             |
| 3. Big Bend  | Des Plaines River | AE         | Yes       | 0.4            | 1+ day       | 18            |
| 4. Elk Blvd.   | Des Plaines River | AE         | Yes       | 0.4            | 1+ day       | 37            |
| 5. Willow  | WC/DPRBW          | AE         | Yes       | 1.0            | 1+ day       | 94            |
| 6. Miner & Mill  | Des Plaines River | AE         | No        | 1.0            | 1+ day       | 13            |
| 7. Apple Creek   | FC/DPRBW          | AE         | No        | N/A            | < 1 hour     | 8             |
| 8. River Road  | Des Plaines River | AE         | Yes       | 1.0            | 1+ day       | 267           |
| 9. Oakton & Bennett  | Des Plaines River | AE         | N/A       | 1.0            | 1+ day       | 131           |
| 10. Birchwood  | Local drainage    | X          | N/A       | N/A            | < 1 hour     | 18            |
| 11. Marshall Drive   | Local drainage    | X          | N/A       | N/A            | < 1 hour     | 4             |
| 12. Nimitze  | Local drainage    | X          | N/A       | N/A            | < 1 hour     | 3             |
| 13. Devonshire   | Local drainage    | X          | N/A       | N/A            | < 1 hour     | 86            |
| 14. Westmere   | Local drainage    | X          | N/A       | N/A            | < 1 hour     | 7             |
| 15. Washington   | Weller Creek      | AE         | Yes       |                | < 1 hour     | 10            |
| <b>Total</b>   |                   |            |           |                |              | <b>759</b>    |
| FC/DPRBW = Farmers Creek / Des Plaines River backwater flooding<br>WC/DPRBW = Weller Creek / Des Plaines River backwater flooding<br>fps = feet per second |                   |            |           |                |              |               |

Each repetitive loss area is described in detail in the following sections.

## Area 1: Bellaire & Lyman

Repetitive Loss Area 1 is in the eastern portion of the City, within the Farmers Creek watershed. The area is generally bounded by Church Street on the north, Seminary Avenue on the south, Bellaire Avenue on the west, and Good Avenue on the east. Farmer's Creek runs through the center of the repetitive loss area as shown in Figure 6.

The properties within this area are located either partially or completely within the regulatory floodplain or floodway of Farmer's Creek. The applicable flood data for this area is summarized below:

- Source of Flooding: Farmers Creek.
- FIRM Zone: AE
- Approx. Base Flood Elevation: 631.2
- Velocity: 0.2 fps
- Warning Time: < 1 hour (Farmers Creek),  
1 day (Des Plaines River backwater)
- Type of Flooding: Overbank

There are 61 single family homes in this area, the majority of which are within the regulatory floodway or floodplain of Farmers Creek. The homes are on basement or crawlspace foundations. The terrain in the area is very flat with ground elevations ranging between 630 near the creek and 633 further away from the creek.

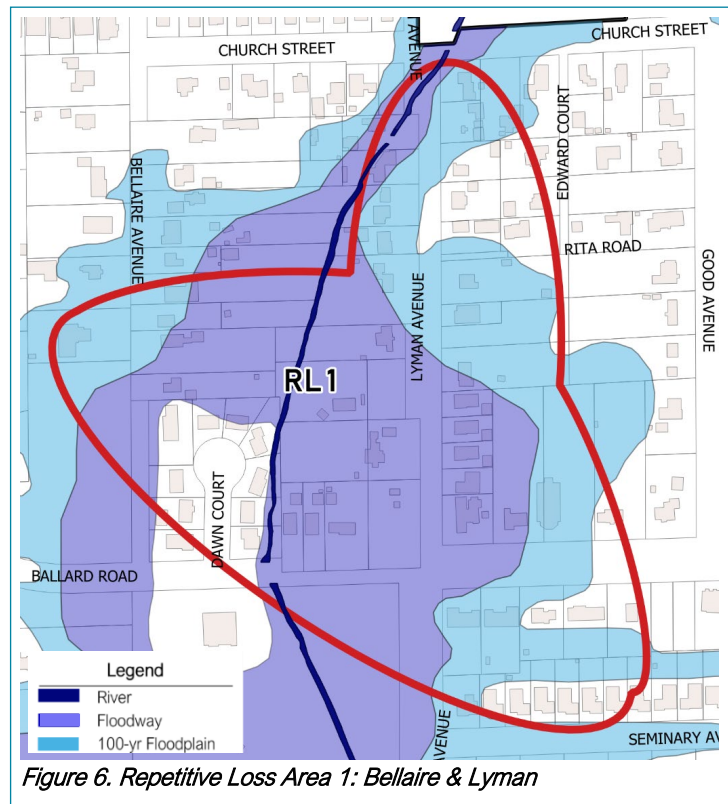


Figure 6. Repetitive Loss Area 1: Bellaire & Lyman

### Questionnaire Responses:

Nine (9) questionnaires were returned in 2019 from this area, one response was received in 2023. Seven of the ten respondents indicated they have experienced flooding. Flooding was reported in the following years: 1986, 1987, 1988, 2013, and 2014. The flooding was reported to be in yards, crawlspaces, and basements with the longest duration of flooding lasting 5 days. Residents have used sand bags, installed sump pumps, and re-graded their yards. The City staff also noted several air conditioners have been elevated in this area as shown in Figure 7.



Figure 7. Elevated AC units in Repetitive Loss Area 1

## Area 2: Forest Edge

Repetitive Loss Area 2 is located south of Repetitive Loss Area 1 in the eastern portion of the City. This area is also within the Farmer's Creek watershed, at the confluence with Prairie Creek. The area is northeast of the Dempster Street and I-294 interchange, which includes a portion of Lyman Avenue and the end of Forest Edge Lane. Farmer's Creek runs along the eastern boundary of the repetitive loss area as shown in Figure 8.

The properties within this area are located either within the regulatory floodplain or floodway of Farmer's Creek. The applicable flood data for this area is summarized below:

- Source of Flooding: Farmers Creek.
- FIRM Zone: AE
- Approx. Base Flood Elevation: 631.1
- Velocity: 0.2 fps
- Warning time: < 1 hour (Farmers Creek),  
1 day (Des Plaines River backwater)
- Type of Flooding: Overbank

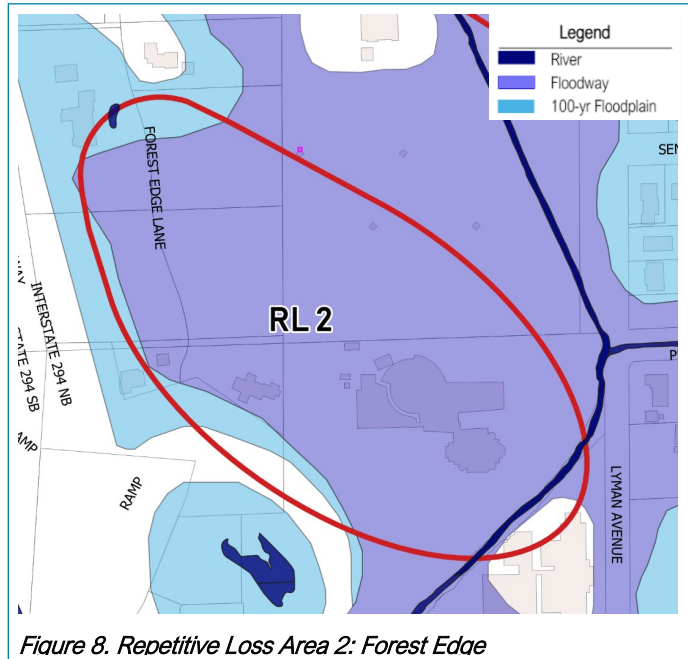


Figure 8. Repetitive Loss Area 2: Forest Edge

There is one single family home in this area, one commercial building, and three vacant parcels. All structures within this Repetitive Loss Area are located within the regulatory floodway of Farmers Creek.

### Questionnaire Responses:

There were no questionnaires returned within this area in 2019 or 2023; however, the City is aware of flooding on Forest Edge Lane and has acquired and demolished one residential structure as shown in Figure 9.

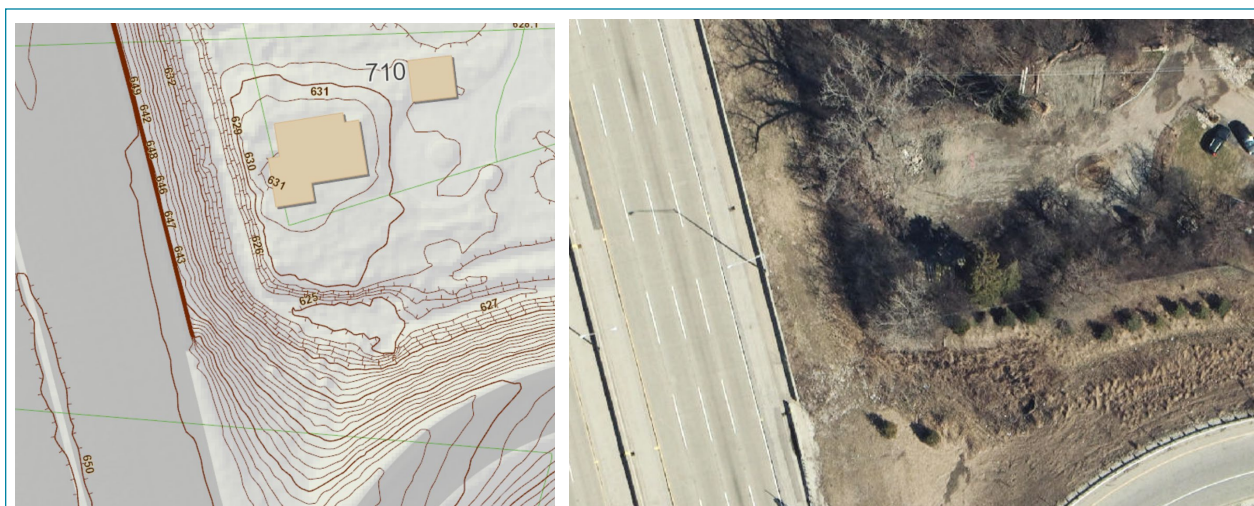


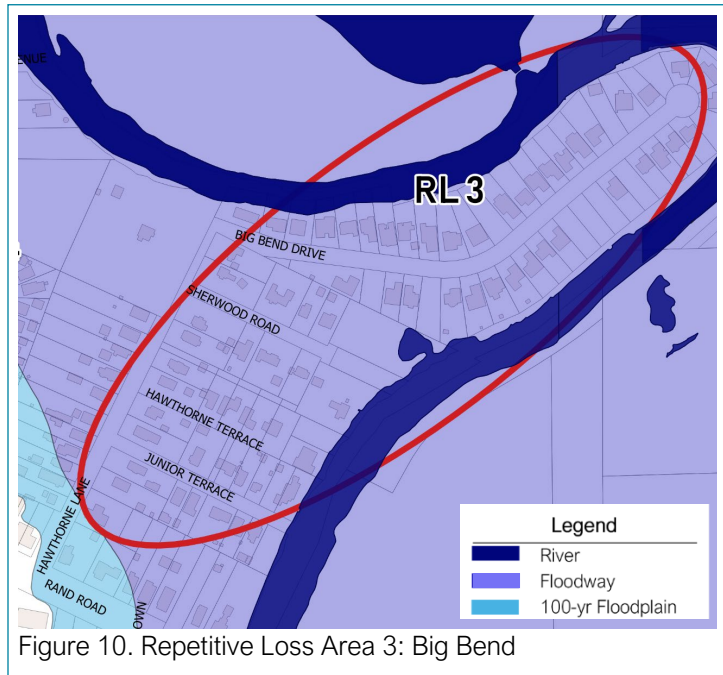
Figure 9. Forest Edge Lane Property Acquisition. The image on the left shows the former building footprint and contours at 710 Forest Edge. This structure has been demolished as part of the City's buyout program as shown in the image on the right.

### Area 3: Big Bend

Repetitive Loss Area 3 is located in the eastern portion of the City, on the west side of I-294. This area is within the Des Plaines River watershed. The area is bounded by the Des Plaines River on the north and east, Rand Road on the south, and Hawthorne Lane on the west as shown in Figure 10.

The properties within this area are all located within the regulatory floodway of the Des Plaines River. The applicable flood data for this area is summarized below:

- Source of Flooding: Des Plaines River
- FIRM Zone: AE
- Approx. Base Flood Elevation: 634.2
- Velocity: 0.7 fps
- Warning time: 1 day



There are 18 single family homes remaining in this area, which are located within the regulatory floodway of the Des Plaines River. The homes are primarily on basement foundations. The terrain in the area is very flat with ground elevations ranging between 630 near the river and 632 further away from the river.

#### Questionnaire Responses:

Eight (8) questionnaires were returned in 2019 from this area; no responses were received in 2023. Seven of the eight respondents indicated they have experienced flooding. Flooding was reported in the following years: 1986, 1987, 1996, 2008, 2013, and 2017. The flooding was reported to be in yards, crawlspaces, basements, and first floors with the longest duration of flooding lasting at least 5 days (some could not remember the duration of flooding). Residents have used sand bags, installed sump pumps, and installed generators. The City is aware of flooding in this area and has a buyout program to acquire and demolish flood-prone properties. City staff noted several generators and raised window wells in this area as shown in Figure 11.





#### Area 4: Elk Blvd.

Repetitive Loss Area 4 is located west of Repetitive Loss Area 3 in the eastern portion of the City. This area is within the Des Plaines River watershed. The area is centered around Grove Avenue, including portions of Sherman Place, Hills Avenue, and Elk Boulevard as shown in Figure 12.

The properties within this area are all located within the regulatory floodway or floodplain of the Des Plaines River. The applicable flood data for this area is summarized below:

- Source of Flooding: Des Plaines River
- FIRM Zone: AE
- Approx. Base Flood Elevation: 634.9
- Velocity: 0.2 fps
- Warning time: 1 day

There are 37 single family homes in this area, which are located within the regulatory floodway of the Des Plaines River. The homes are primarily on basement foundations. The terrain in the area is very flat with ground elevations ranging between 633 near the river and 635 further away from the river.

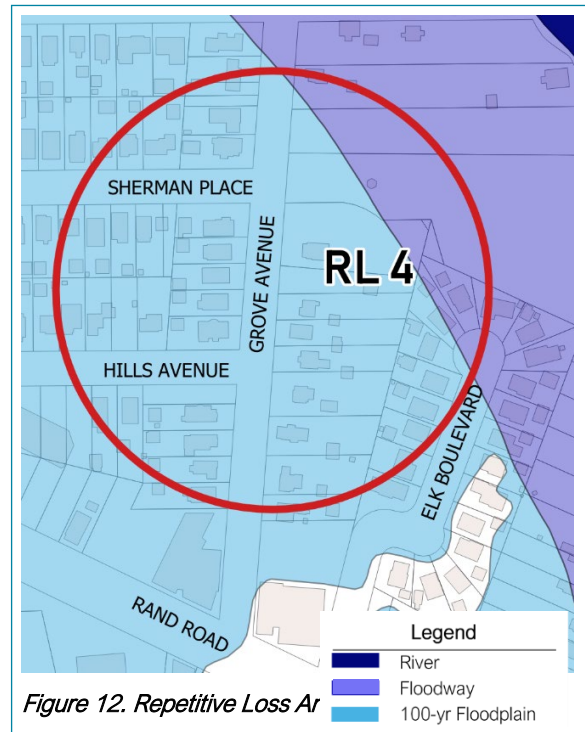


Figure 12. Repetitive Loss Ar

#### Questionnaire Responses:

Twelve (12) questionnaires were returned in 2019 from this area; one response was received in 2023. Eight of the thirteen respondents indicated they have experienced flooding. Flooding was reported in the following years: 1987, 1988, 2008, 2012, 2013, and 2018. The flooding was reported to be in yards, crawlspaces, and basements with the longest duration of flooding lasting 4 to 5 days. Residents have used sand bags, installed sump pumps, sealed basement floors/walls, and have used additional pumps to remove floodwater. The City staff noted a few downspouts in this area have been extended to drain away from the structure shown in Figure 13.



Figure 13. Downspouts in Repetitive Loss Area 4. Downspouts in Repetitive Loss Area 4. The image on the left shows a downspout that has been extended away from the structure and the image on the right shows one that has not been extended.

## Area 5: Willow

Repetitive Loss Area 5 is located southwest of the intersection of Rand Road and Des Plaines River Road. This area is within the Weller Creek watershed and is centered around Willow Avenue, including portions of Lee Street, Oak Street, and Alles Street as shown in Figure 14.

The properties within this area are all located within the regulatory floodway or floodplain of Weller Creek. The applicable flood data for this area is summarized below:

Source of Flooding: Weller Creek

FIRM Zone: AE

Approx. Base Flood Elevation: 634.9

Velocity: 0.5 fps

Warning time: 1 day

There are 90 single family homes and 4 multi-family homes in this area, which are located within the regulatory floodplain of Weller Creek. The homes are primarily on basement foundations. The terrain in the area is very flat with ground elevations ranging between 630 near the creek and 632 further away from the creek.

### Questionnaire Responses:

Sixteen (16) questionnaires were returned in 2019 from this area and two responses were received in 2023. Fifteen of the eighteen respondents indicated they have experienced flooding. Flooding was reported in the following years: 1964-1966, 2008, 2010, 2011, 2013, 2015, and 2017. The flooding was reported to be in yards, first floors, and basements with the longest duration of flooding lasting 4 days. Residents have used sand bags, installed sump pumps, installed overhead sewers, sealed exterior walls, and installed flood shields at doorways. The City is aware of flooding in this area and noted many of the property owners have extended downspouts to allow for positive drainage away from the structure as shown in Figure 15.

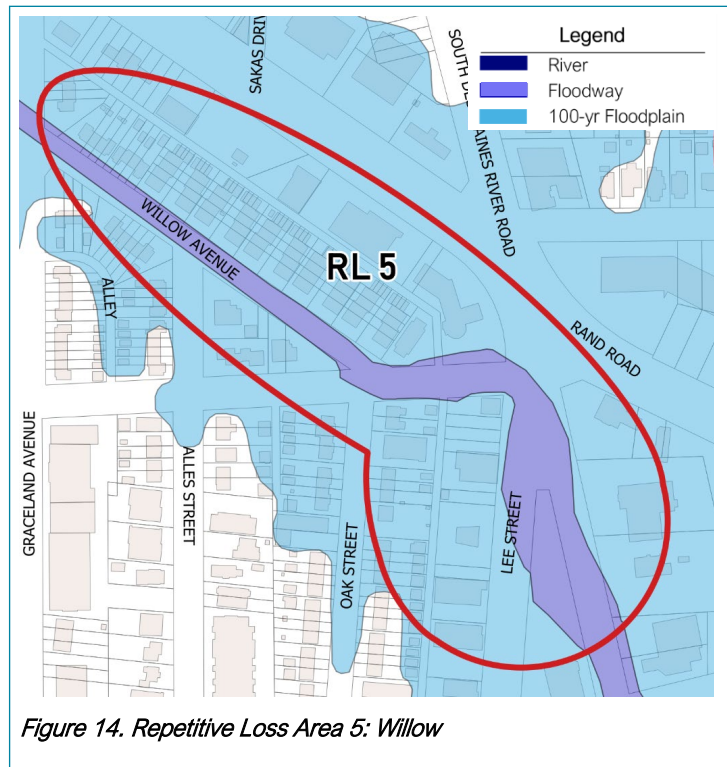


Figure 14. Repetitive Loss Area 5: Willow



Figure 15. Typical building within Repetitive Loss Area 5. As shown above, many of the buildings in this area have extended their downspouts and sump pump discharges to drain away from the building.

### Area 6: Miner & Mill

Repetitive Loss Area 6 is located on the eastern portion of the City, along the Des Plaines River. This area is centered around the Des Plaines River, north of Miner Street and east of Des Plaines River Road, including portions of Miner Street, Mill Street, and River Street as shown in Figure 16.

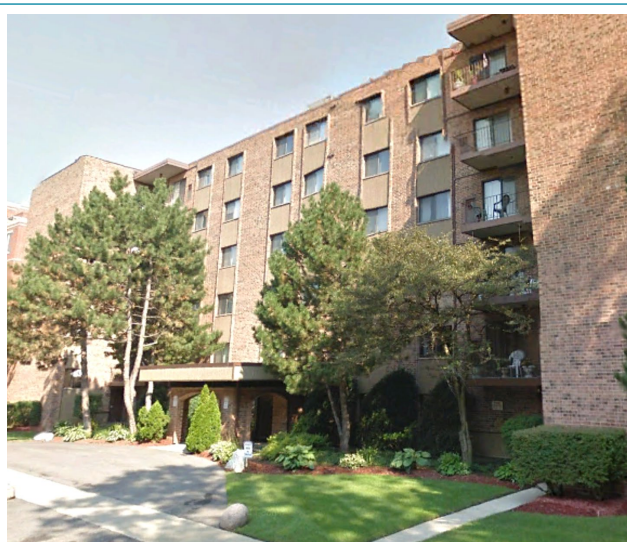
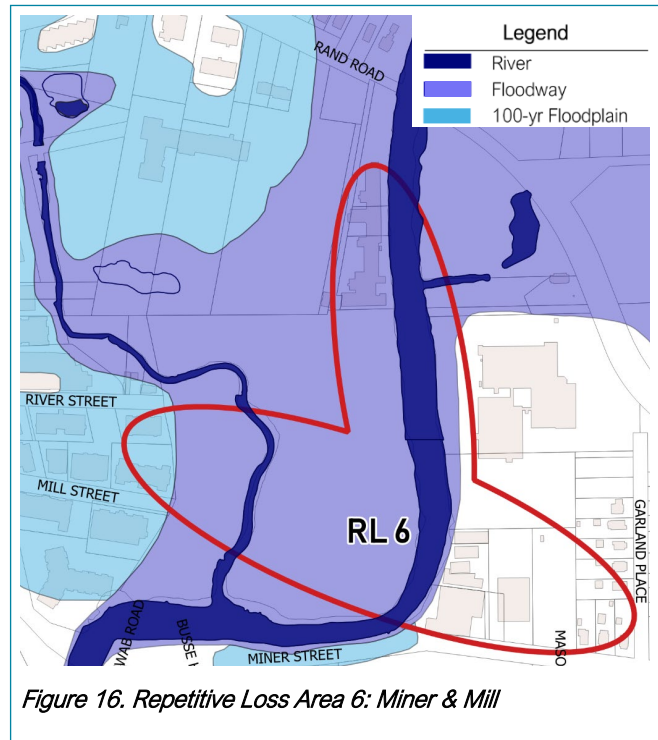
The properties within this area are all located within the regulatory floodway or floodplain of Weller Creek. The applicable flood data for this area is summarized below:

- Source of Flooding: Des Plaines River
- FIRM Zone: AE
- Approx. Base Flood Elevation: 633.7
- Velocity: 1 fps
- Warning time: 1 day

There are nine single family homes and 4 multi-family homes in this area, which are located within the regulatory floodplain and floodway of the Des Plaines River. The structures are primarily on slab foundations. The terrain in the area is very flat with ground elevations ranging between 629 near the river and 632 further away from the river.

#### Questionnaire Responses:

One (1) questionnaire was returned from this area in 2019 and no responses were received in 2023. The respondent indicated they have not experienced flooding in the two years they have owned the home.



**Figure 17. Structures within Repetitive Loss Area 6.** On the left is a typical multi-unit building within Repetitive Loss Area 6. On the right is the Chicago Behavioral Hospital, which is considered a critical facility in the Des Plaines River Floodway within Repetitive Loss Area 6.

## Area 7: Apple Creek

Repetitive Loss Area 7 is located on the eastern portion of the City, along Farmers Creek. This area is along Busse Highway east of Des Plaines River Road and also includes properties on Apple Creek Lane as shown in Figure 18.

The properties within this area are all located within the regulatory floodway or floodplain of Farmers Creek. The applicable flood data for this area is summarized below:

Source of Flooding: Farmers Creek

FIRM Zone: AE

Approx. Base Flood Elevation: 630

Velocity: 1.2 fps

Warning time: < 1 hour (Farmers Creek),  
1 day (Des Plaines River)

There are eight single family homes in this area. The properties backing up to Farmers Creek are located within the regulatory floodplain and floodway. The structures are primarily on crawlspace foundations. The terrain in the area is very flat with ground elevations ranging between 624 near the creek and 633 further away from the creek.

### Questionnaire Responses:

Five (5) questionnaires were returned from this area in 2019 and one response was received in 2023. Two of the six respondents indicated they have experienced flooding. Flooding was reported in 2008 and another indicating flooding occurs every 3-4 years. The flooding was reported to be in yards, crawlspaces, and basements with the longest duration of flooding lasting 3 days. Residents have used sand bags, installed sump pumps, installed check valves, and have installed generators. The City is aware of overbank flooding along Farmers Creek. A typical residential structure is shown in Figure 19.

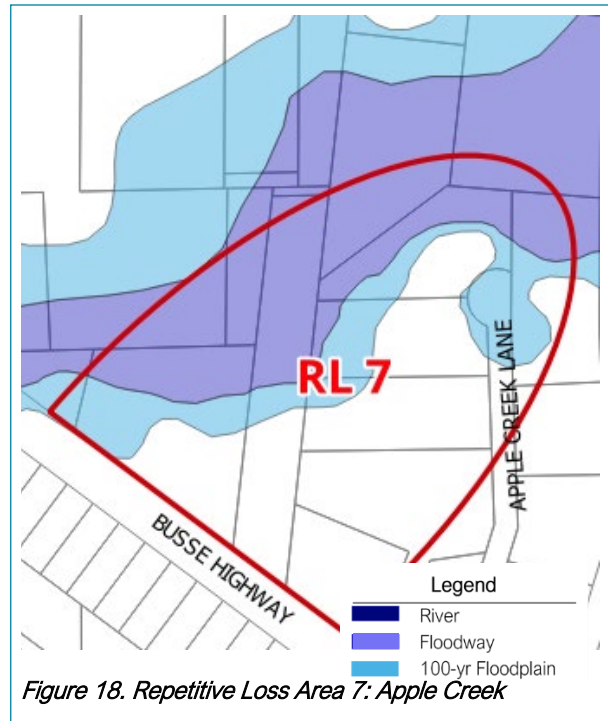


Figure 19. Typical residential structure in Repetitive Loss Area 7

## Area 8: River Road

Repetitive Loss Area 8 is the largest of the repetitive loss areas and is located along Des Plaines River Road between Thacker Street and Oakton Avenue on the east side of the City. The limits are shown in Figure 20.

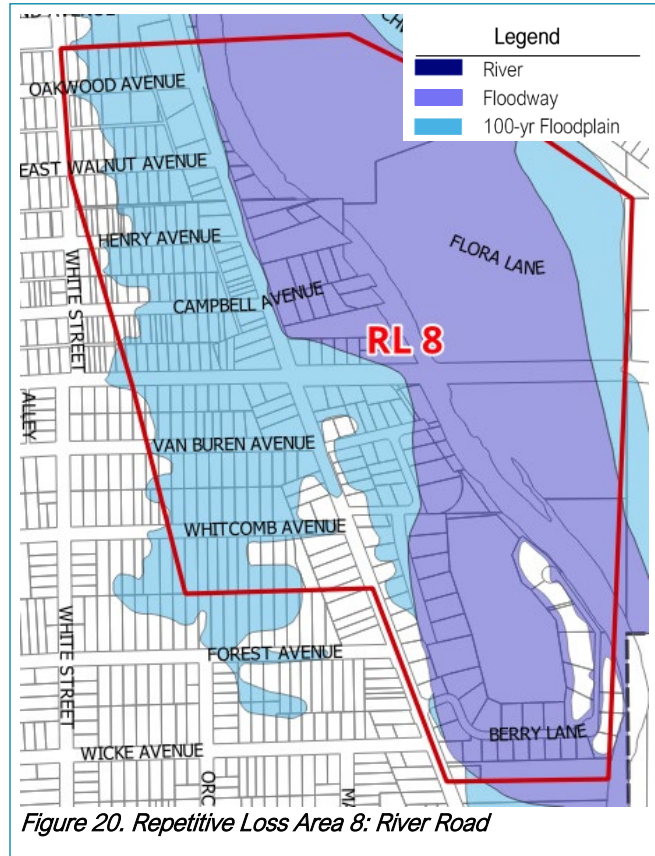
The majority of the properties within this area are located within the regulatory floodway or floodplain of the Des Plaines River. The applicable flood data for this area is summarized below:

- Source of Flooding: Des Plaines River
- FIRM Zone: AE
- Approx. Base Flood Elevation: 633.3
- Velocity: 1.4 fps
- Warning time: 1 day

There are 261 single family homes and 6 multi-unit buildings in this area, most of which are located within the regulatory floodplain and floodway of the Des Plaines River. There is a combination of basement, crawlspace, and slab foundations in this area.

### Questionnaire Responses:

Seventy-one (71) questionnaires were returned from this area in 2019 and ten responses were received in 2023. Forty-nine of the eighty-one respondents indicated they have experienced flooding. Flooding was reported in 1986, 1987, 1991, 1992, and every year from 1997 to 2013. The flooding was reported to be in yards, crawlspaces, first floors, and basements with the longest duration of flooding lasting 7 days. Residents have used sand bags, and installed sump pumps, check valves, standpipes, overhead sewers, yard drains, generators, water-resistant membranes, and floodwalls. The City is aware of flooding in this area and has included properties in this area in their buyout program. City staff noted several raised air conditioners, generators, and a floodwall in this area as shown in Figure 21.



*Figure 21. Elevated AC unit and private floodwall within Repetitive Loss Area 8*

## Area 9: Oakton & Bennett

Repetitive Loss Area 9 is located south of Repetitive Loss Area 8, along the Des Plaines River. This area is primarily west of Des Plaines River Road, south of Oakton Avenue, north of Everett Avenue, and east of Sycamore Street as shown in Figure 22.

The majority of the properties within this area are located within the regulatory floodway or floodplain of the Des Plaines River. The applicable flood data for this area is summarized below:

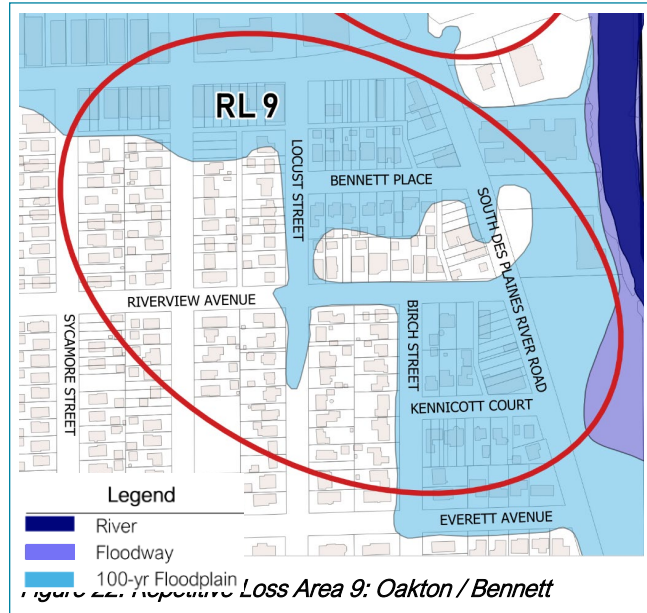
Source of Flooding: Des Plaines River

FIRM Zone: AE

Approx. Base Flood Elevation: 631.5

Velocity: 1.3 fps

Warning time: 1 day



There are 129 single family homes in this area, many of which are located within the regulatory floodplain of the Des Plaines River. There is a combination of basement, crawlspace, and slab foundations in this area. The terrain in the area is flat with ground elevations ranging between 630 near the river and 635 further away from the river.

### Questionnaire Responses:

Twenty-eight (28) questionnaires were returned from this area in 2019 and one response was received in 2023. Fifteen of the twenty-nine respondents indicated they have experienced flooding. Flooding was reported in 1986, 1987, 2002, 2008 - 2013, 2017- 2019. The flooding was reported to be in yards, crawlspaces, first floors, and basements with the longest duration of flooding lasting 9 days. Residents have used sand bags, and installed sump pumps, check valves, generators, and exterior waterproofing. The City is aware of flooding in this area and noted many of the property owners have extended downspouts and sump pump discharges to allow for positive drainage away from the structure as shown in Figure 23.



## Area 10: Birchwood

Repetitive Loss Area 10 is located within the Des Plaines River watershed, west Des Plaines River Road on Birchwood Avenue and Welwyn Avenue as shown in Figure 24.

All of the properties within this area are located within the regulatory floodplain of the Des Plaines River. The applicable flood data for this area is summarized below:

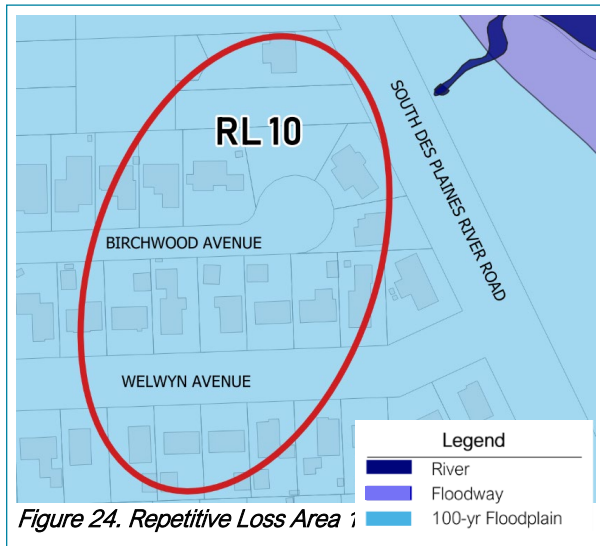
Source of Flooding: Des Plaines River

FIRM Zone: AE

Approx. Base Flood Elevation: 631

Velocity: 0.6 fps

Warning time: 1 day



There are 18 single family homes in this area, all of which are located within the regulatory floodplain of the Des Plaines River. The structures are primarily on slab foundations. The terrain in the area is very flat with ground elevations ranging between 628 to 630.

### Questionnaire Responses:

Three (3) questionnaires were returned from this area. All of three respondents indicated they have experienced flooding. Flooding was reported in 2008 and 2013. The flooding was reported to be in yards, and first floors with the longest duration of flooding lasting 3 days. Residents have used sand bags and have sealed their foundations to reduce future flooding. The City staff noted a few downspouts in this area have been extended to drain away from the structure shown in Figure 13.



Figure 25. Typical downspouts in Repetitive Loss Area 10. As shown above, many of the downspouts within Repetitive Loss Area 10 were not extended. The majority of structures in this area do not have basements; therefore, seepage and continually running sump pumps may not be an issue.

### Area 11: Marshall Drive

Repetitive Loss Area 11 is located west of Des Plaines River Road, south of Touhy Avenue. The area includes properties on Craig Drive and Pearle Drive, south of David Drive as shown in Figure 26.

All of the properties within this area are located outside the regulatory floodplain. The applicable flood data for this area is summarized below:

Source of Flooding: Local drainage

FIRM Zone: X

Approx. Base Flood Elevation: N/A

Velocity: N/A

Warning time: < 1 hour

There are 4 single family homes in this area, which are not located within the regulatory floodplain. The structures are primarily on basement foundations. The terrain in the area is flat with ground elevations ranging between 634 along the rear property lines to 637 near the structures.

#### Questionnaire Responses:

No questionnaires were returned from this area. The City staff found that many of the driveways are back-pitched in this area as shown in Figure 27.



Figure 26. Repetitive Loss Area 11: Marshall Drive



Figure 27. Typical Structure in Repetitive Loss Area 11. Many of the driveways in this area are back-pitched; as shown in the above image.



## Area 12: Nimitz Drive

Repetitive Loss Area 12 is located west of Scott Street and south of Pratt Avenue. The area includes residential properties along Nimitz Drive and North Shore Avenue, west of Eisenhower Drive as shown in Figure 28.

All of the properties within this area are located outside the regulatory floodplain. The applicable flood data for this area is summarized below:

Source of Flooding: Local drainage

FIRM Zone: X

Approx. Base Flood Elevation: N/A

Velocity: N/A

Warning time: < 1 hour

There are 3 single family homes in this area, which are not located within the regulatory floodplain. The structures are primarily on basement foundations. The terrain in the area is flat with ground elevations ranging between 636 along on Nimitz Drive to 638 near the structures.

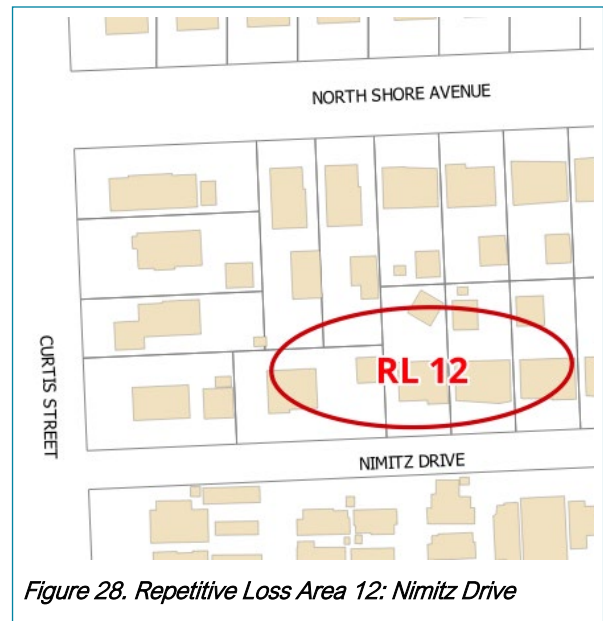


Figure 28. Repetitive Loss Area 12: Nimitz Drive

### Questionnaire Responses:

Three (3) questionnaires were returned from this area. Two of the three respondents indicated they have experienced flooding. Flooding was reported over many years, including 2008 and 2013. The flooding was reported to be in basements with the longest duration of flooding lasting 3 days. Residents have used sand bags, backup generators, and have sealed their foundations to reduce future flooding. The City staff noted that many of the property owners have extended downspouts and sump pump discharges to allow for positive drainage away from the structure as shown in Figure 29.

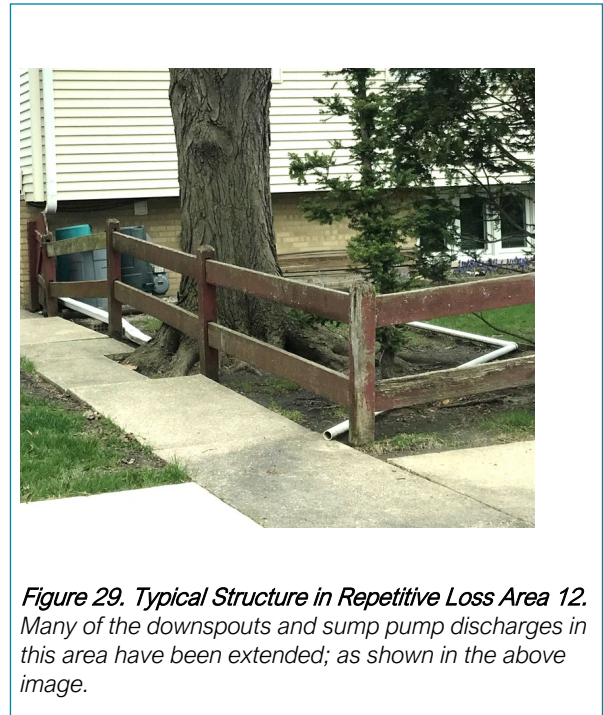


Figure 29. Typical Structure in Repetitive Loss Area 12. Many of the downspouts and sump pump discharges in this area have been extended; as shown in the above image.

### Area 13: Devonshire

Repetitive Loss Area 13 is located west of Mount Prospect Road, between Algonquin Road and Oakton Street. The area is centered around Devonshire Elementary School and includes properties on Pennsylvania Avenue, West Roxbury Lane, Phoenix Drive, Winsor Drive, Jeffery Lane, Lancaster Lane, Dover Drive, and Danbury Lane as shown in Figure 30.

All of the properties within this area are located outside the regulatory floodplain. The applicable flood data for this area is summarized below:

Source of Flooding: Local drainage

FIRM Zone: X

Approx. Base Flood Elevation: N/A

Velocity: N/A

Warning time: < 1 hour

There are 83 single family homes in this area, which are not located within the regulatory floodplain. Structures in this area are primarily on basement foundations. The terrain in the area is flat with ground elevations ranging between 655 in the southeast corner to 658 in the northwest corner, with low areas in the rear yards.

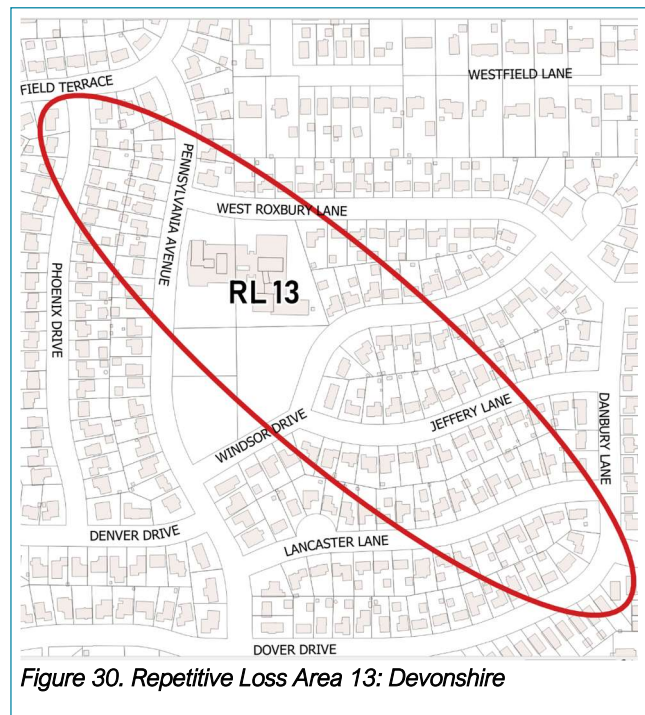


Figure 30. Repetitive Loss Area 13: Devonshire

### Questionnaire Responses:

Nineteen (19) questionnaires were returned from this area in 2019 and three responses were received in 2023. Fourteen of the twenty-two respondents indicated they have experienced flooding. Flooding was reported over many years, including 1987, 1988, 1990, 1994, 2000, 2005, 2007, 2008, 2010, 2011, 2012, 2013, 2018, and 2019. The flooding was reported to be in basements, crawlspaces and yards with the longest duration of flooding lasting 3 days. Residents have used sand bags, backup generators, additional sump pumps, valves, standpipes, and have sealed exterior walls to reduce future flooding. The City staff found that many of the downspouts in this area have been extended to allow for positive drainage away from the structures as shown in Figure 31.

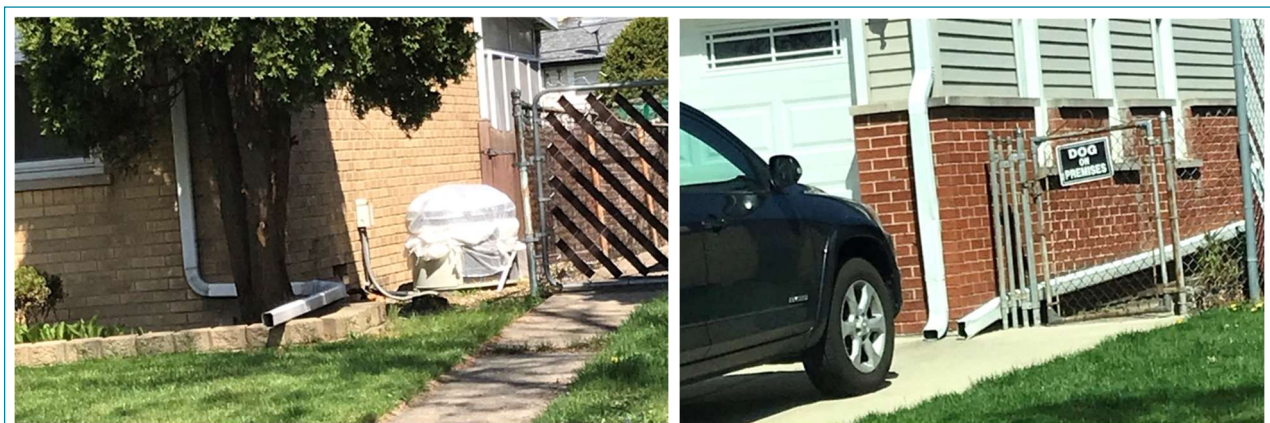


Figure 31. Typical Structures in Repetitive Loss Area 13. The property owners for both of the structures pictured above in Repetitive Loss Area 13 extended their downspouts to an area where the runoff would drain away from the structure.

### Area 14: Westmere

Repetitive Loss Area 14 is located north of Dempster Street and west of Mount Prospect Road. The area includes properties on Westmere Road, between Dara James Road and Farthing Lane and Bradley Court as shown in Figure 32.

All of the properties within this area are located outside the regulatory floodplain. The applicable flood data for this area is summarized below:

Source of Flooding: Local drainage

FIRM Zone: X

Approx. Base Flood Elevation: N/A

Velocity: N/A

Warning time: < 1 hour

There are 7 single family homes in this area, which are not located within the regulatory floodplain. All of the structures in this area are on basement foundations. The terrain in the area drains from north to south with ground elevations ranging between 649 near Westmere Road to 652 in Bradley Court.

#### Questionnaire Responses:

There was one questionnaire returned within this area. The City staff found that some of the downspouts in this area have been extended as shown in Figure 33.

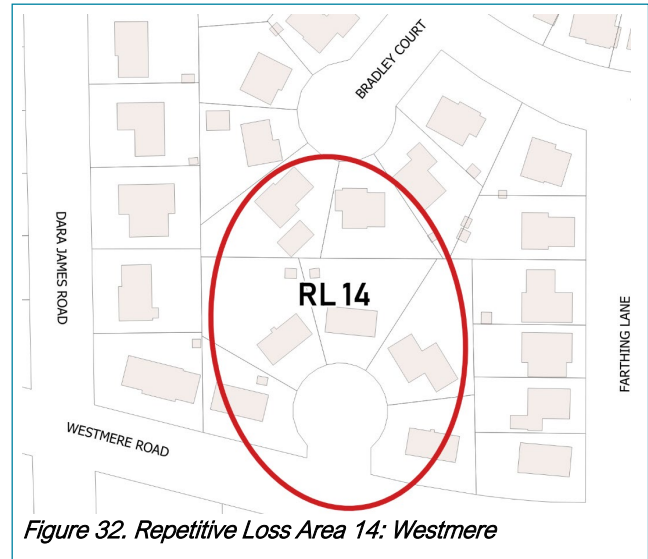


Figure 32. Repetitive Loss Area 14: Westmere



Figure 33. Typical Structure in Repetitive Loss Area 14. The owner of this property in Repetitive Loss Area 14 has a small extension on their downspouts and a splash pad. If seepage is a problem, a longer downspout extension would drain runoff away from the structure more efficiently.

## Area 15: Washington

Repetitive Loss Area 15 is located south of Golf Road and east of Mount Prospect Road, within the Weller Creek watershed. The area includes properties north and south of Washington Street, east of South Westgate Road as shown in Figure 34.

The properties in this area are located within the regulatory floodplain and floodway of Weller Creek. The applicable flood data for this area is summarized below:

Source of Flooding: Weller Creek

FIRM Zone: AE

Approx. Base Flood Elevation: 645.2

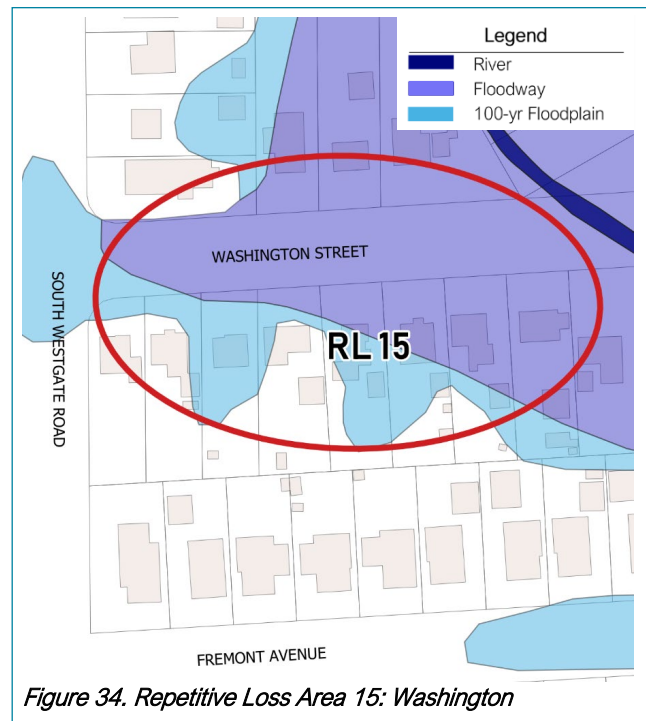
Velocity: 1.6 fps

Warning time: < 1 hour

There are 10 single family homes in this area. All of the properties within this area are either entirely or partially located within the regulatory floodplain or floodway. All of the structures in this area have basements. The terrain in the area drains from west to east with ground elevations ranging between 644 near Weller Creek to 647 near South Westgate Road.

### Questionnaire Responses:

Two (2) questionnaires were returned from this area in 2019 and three responses in 2023. Four of the five respondents indicated they have experienced flooding. Flooding was reported in 1967, 1987 and 2007. The flooding was reported to be in yards and basements with the longest duration of flooding lasting a couple days. Residents have installed sump pumps and overhead sewers to reduce future flooding.



## Detailed Analysis Summary

A flood depth of greater one foot was set for the recommendation of elevation, relocation, or demolition. Structures with basement flooding of more than one foot were given additional recommendations for wet and dry floodproofing. Mitigation options for structures that do not experience structural flooding include green infrastructure, grading improvements, and plumbing improvements. The building data table in Appendix E lists the recommended mitigation for each structure. The table below summarizes the recommendations.

| Flooding Type & Depth   | Recommended Mitigation  | Number of Structures |
|---|---|----------------------|
| Base Flood Depth<br>> 1 Foot Above <b>First Floor</b>   | <ul style="list-style-type: none"> <li>▪ Elevation, Relocation and Demolition</li> </ul>  | 212                  |
| Base Flood Depth<br>> 1 Foot Above <b>Basement Floor</b>  | <ul style="list-style-type: none"> <li>▪ Elevation, Relocation and Demolition</li> <li>▪ Wet Floodproofing</li> <li>▪ Dry Floodproofing</li> </ul>          | 404                  |
| No First-Floor or Basement Flooding<br>(within the floodplain)  | <ul style="list-style-type: none"> <li>▪ Green Infrastructure</li> <li>▪ Grading Improvements (excavation only)</li> <li>▪ Plumbing Improvements</li> </ul> | 165                  |
| Urban flooding<br>(outside the floodplain)  | <ul style="list-style-type: none"> <li>▪ Green Infrastructure</li> <li>▪ Grading Improvements</li> <li>▪ Plumbing Improvements</li> </ul>                   | 126                  |
| <p><i>Notes:</i></p> <ul style="list-style-type: none"> <li>• <i>A recommendation is provided for all addresses containing an insurable structure; however, structures that do not experience flooding would not need to take any action.</i></li> <li>• <i>Multi-unit structures, including those parcels with multiple structures on one parcel, are treated as one structure</i></li> <li>• <i>Non-Structural Measures described in Step 4 are recommended City-wide.</i></li> </ul> |   |                      |

The Director of Public Works and Engineering sends an annual letter to each property in the Repetitive Loss Areas. The letter includes an offer for a site visit and information on the seven topics/messages as outlined in the Program for Public Information. A sample letter is provided in Appendix C.

## Recommendations, Adoption, and Updates

Based on the analysis of the building data, property protection measures, existing studies and reports, and existing mitigation efforts, the City proposes the mitigation measures outlined in this report be implemented and annually reviewed.

The City's CRS Coordinator will prepare an annual evaluation report no later than September 1 of each calendar year. The review will provide updates on mitigation activities by the City and individual property owners, flood insurance coverage rates, and property visits for flood protection advice. The report will be submitted to the City Council and made available to the public and the media. The property owners and residents will be advised of the report in the annual outreach letter to the Repetitive Loss Areas.

1. The City should continue to send an annual outreach letter to properties in the repetitive loss areas. The letter will include an offer to meet property owners to discuss site-specific options to reduce flood losses. A typical example is provided in Appendix C.
2. The City should continue to enforce all regulations designed to reduce flood damages to insurable structures, including compensatory storage and substantial improvement regulations.
3. The City should continue participation in the Community Rating System.
4. The City should continue to pursue additional mitigation funds for acquisition/demolition of flood-prone properties.
5. The City should continue public outreach encouraging residents to consider property protection, explaining substantial improvements rules, encouraging flood insurance, promoting CodeRED, and monitoring of the NOAA river gauge.
6. The City should continue to promote and fund the Flood Rebate Program.
7. The City should continue to perform damage inspections and tracking of substantial damage and substantial improvements to structures in the Special Flood Hazard Area.

## Appendix A: Definitions and Acronyms

|                          |   |
|--------------------------|---|
| Base Flood               | Often referred to as the 100-year flood or the regulatory floodplain.<br><br>This is the area shown on the FIRM as the Special Flood Hazard Area subject to the 1% Annual Chance Flood. This flood has statistically, a 1% chance of being equaled or exceeded in any given year. |
| Base Flood Elevation     | The elevation reached by the 1% Annual Chance Flood   |
| CRS                      | Community Rating System   |
| FEMA                     | Federal Emergency Management Agency   |
| FIRM                     | Flood Insurance Rate Map, maps showing the flood risk in a community.   |
| NFIP                     | National Flood Insurance Program  |
| Repetitive Loss Property | A property for which two or more flood insurance claims of more than \$1,000 have been paid within any 10-year period since 1978.   |
| Repetitive Loss Area     | Repetitive Loss Area, the area subject to similar flooding conditions as one or more repetitive loss properties.  |
| RLAA                     | Repetitive Loss Area Analysis, a detailed plan to reduce flood losses in one or more repetitively flooded areas.  |
| USACOE                   | United States Army Corps of Engineers   |

## Appendix B: Survey Questionnaire



## Des Plaines Repetitive Loss Area Survey

1. What is the property address?

2. How many years have you lived at this address?

3. Do you rent or own this home/building?

- Rent  
 Own

4. What type of foundation does the home/building have?

- Basement  
 Crawl space  
 Slab

5. Has this home/building or property ever been flooded or had a sanitary sewer backup?

- Yes  
 No

6. In what year(s) did it flood?

7. Where did you get water?

- Basement  
 Lower Level  
 First Floor  
 Yard  
 None of the above


Other (please specify)

8. What has been the longest amount of time water has stayed in the house/ building and how deep did the water get?

9. What do you feel was the cause of your flooding?

10. Have you installed any flood protection measures on the property?

Done

Powered by  
 SurveyMonkey  
See how easy it is to [create a survey](#).

## Appendix C: Sample Letter to Repetitive Loss Area Homeowners

February 2022

Subject: Flooding and Flood Protection

Dear Des Plaines Resident:

Our records indicate that your property is in or near a Special Flood Hazard Area (SFHA), as mapped by the Federal Emergency Management Agency (FEMA), or one of the City's fifteen (15) designated repetitive loss areas. In an effort to help you reduce your flood insurance premiums, we are providing the following information:

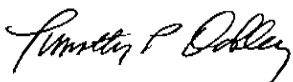
- ✓ Flood hazard information in Des Plaines,
- ✓ Floodproofing measures to reduce future flood damages,
- ✓ Flood insurance to help recover from flooding,
- ✓ Flood protection regulations to prevent flooding,
- ✓ Flood safety tips, and
- ✓ Natural and beneficial functions of floodplains.

Please know that the City of Des Plaines is implementing a variety of flood protection activities, including periodic cleaning of ditches and channels, regulating new construction in the floodplain, and acquiring and preserving flood-prone areas as open space. The City is also in the process of securing additional grant funds for a buyout of homes on the FEMA repetitive loss list. If you have experienced flooding in the past, some things you can do to prevent future damages include:

- ✓ Investigate how the water is entering your home and then contact the Public Works and Engineering Department for assistance,
- ✓ Understand your risk of flooding or sewer backup from FEMA's floodplain mapping and the City's historical flooding information,
- ✓ Protect your home with appropriate floodproofing measures,
- ✓ Obtain flood insurance coverage for your home and contents, and
- ✓ Report violations of the City ordinances to the Building & Code Enforcement Department at (847) 391-5370.

If you need flood protection advice, historical flooding information, or flood elevation information, contact the City of Des Plaines Public Works and Engineering Department at (847) 391-5390. The City also has a rebate program to assist residents with the cost of flood mitigation/prevention construction work performed on your home. Contact the Public Works and Engineering Department for information.

Sincerely,



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

TPO/jd

## The Flood Hazard

Properties in Des Plaines' repetitive flooding areas are subject to three types of flooding: overbank flooding, local drainage (overland flooding), and sewer backups. You could be faced with one, two, or all three of these hazards, which are described below.

### Overbank Flooding:

Overbank flooding occurs when a river overtops its banks, flooding the adjacent areas. The City's most significant flooding is along the Des Plaines River. The worst flood in Des Plaines' history occurred in April 2013 when the river reached a flood stage of 20.92'.

### Local Drainage (Overland Flooding):

Des Plaines is very flat and most of the City was developed before stormwater detention was required. As a result, water collects in yards, which can cause or aggravate basement flooding. Drainage swales and storm sewers are designed to drain streets and low-lying areas, but they can be overloaded by heavy rains or blocked by debris. Stormwater can sit for hours or days, waiting for the ditches and sewers to drain.

Even residents living behind Levee 50 need to be aware of flooding. Levee 50 protects against flooding from Des Plaines River; however, levees can be overtopped by a larger storm than anticipated. Additionally, Levee 50 does not provide flood protection from Prairie Creek or Farmers Creek.

**Sewer Backup:** During heavy storms, sewers can become overloaded and backup into basements and streets. We encourage you to consider an overhead sewer or a flood control system for your home. If you have a sewer 20 years old or older, we encourage you to get it televised to check for water tightness. You can call 391-5370 or 391-5390 for more information.

## Floodproofing

Floodproofing can reduce future flood damages by making alterations to the home. There are many different floodproofing techniques that may be appropriate for your home. If you have experienced flooding and want to floodproof your home, we encourage you to call the Engineering Division at (847) 391-5390 to schedule a free consultation. During the investigation, an Engineer will come to your property, investigate the problem, and discuss alternatives that are appropriate for your particular property. Also, your project may be eligible for the flood rebate program which pays for 30% (up to \$2,000) for an appropriate flood control device. Information about this program can be found at [www.desplaines.org](http://www.desplaines.org) under Government > Public Works and Engineering > Flood Information > Flood Rebate Program.

**Emergency measures:** Some last-minute emergency measures can help reduce flood damages. Whatever emergency protection measures you use (moving valuable items to a higher floor, placing sandbags, etc.), it is best to have a written plan in advance to make sure you don't forget anything after you hear the flood warning. Keep in mind the flood safety tips later in this letter.

### What are the Flooding Sources in Des Plaines?

The seven sources of flooding in Des Plaines are:

- Des Plaines River
- Feehanville Ditch
- Weller Creek
- Farmers Creek
- Prairie Creek
- Higgins Creek
- Willow Creek

Detailed information regarding past flooding in Des Plaines can be found in the City's Hazard Mitigation Plan, which can be found at [www.desplaines.org](http://www.desplaines.org)

### Where can I find the current stage of the Des Plaines River?

Check the current height of the Des Plaines River on line at <http://water.weather.gov> under river levels.

### Where can I find floodproofing information?

Some resources available to help you identify measures that can protect your home from future flooding are:

- Public Works and Engineering Department Staff can help you identify alternatives to protect your property.
- Homeowner's Guide to Retrofitting: Six Ways to Protect Your House from Flooding is available at the library, request a free copy from FEMA by calling 1-800-480-2520 or download a pdf copy at [www.fema.gov/library](http://www.fema.gov/library)
- Guide to Flood Protection in Northeastern Illinois is available at the library or [www.illinoisfloods.org/publications.html](http://www.illinoisfloods.org/publications.html).

## Flood Insurance

Flood insurance is mandatory if your home is located within the 100-year floodplain and you have a federally regulated / insured mortgage. If you refinance and your home is in the 100-year floodplain, flood insurance will be required. Due to the continued threat of flooding, we encourage you to purchase flood insurance for both your home (structure) and building contents through FEMA.

Though flood insurance is not required for homes outside the floodplain, any house in Des Plaines can be covered by a flood insurance policy. Detached garages and accessory buildings are covered under the policy for the primary building on the property. There are three types of coverage that can be purchased:

1. Structural coverage for everything that stays with a house when it is sold, including the furnace, cabinets, built-in appliances, and wall-to-wall carpeting;
2. Contents coverage for furniture and other personal possessions except for money, valuable papers, etc. Renters can buy contents coverage, even if the owner does not buy structural coverage on the building; and
3. Sump pump failure or sewer backup coverage might be available as an addition to your homeowner's insurance policy. Each insurance company has different amounts of coverage, exclusions, deductibles, and arrangements. Most policies exclude damage from surface flooding that would be covered by an NFIP policy.

Please note that there is no coverage for things outside the house, like the driveway and landscaping. Some people have purchased flood insurance because it was required by the bank in order to get a mortgage or home improvement loan. Usually, these policies only cover the building's structure and not the contents. If you have a policy, check it closely. During the kind of flooding that happens in Des Plaines, there is usually more damage to the furniture and contents than there is to the structure.

**Elevation Certificates:** In order to obtain a flood insurance policy, you may need to provide your insurance agent an Elevation Certificate (EC). An EC is prepared by a licensed land surveyor, documenting critical elevations of the structure and the Base Flood Elevation at the structure, which is used to determine flood risk. All elevation certificates for structures that have been elevated are available for inspection at the Public Works and Engineering Department.

**Letters of Map Revision:** If you feel that your home should not be located within the 100-year floodplain, you can apply for a Letter of Map Amendment (LOMA) from FEMA. If the home meets FEMA's requirements, the LOMA process will remove it from the 100-year floodplain. Typically, a surveyor is needed to complete some of the information on the LOMA. You can find more information about the LOMA process on FEMA's website ([www.fema.gov](http://www.fema.gov)).

### When should I purchase Flood Insurance?

Don't wait for the next flood to buy insurance protection.

There is a 30-day waiting period before National Flood Insurance Program (NFIP) coverage takes effect. Contact your insurance agent for more information on rates or call NFIP for a referral at 800-427-4661.

Additional information is also available at [www.floodsmart.gov](http://www.floodsmart.gov).

### Flood Safety Tips:

The following tips can help keep you safe during a flood:

- Do not walk through flowing water,
- Do not drive through a flooded area,
- Stay away from downed power lines and electrical wires,
- Turn off the electricity,
- Look out for animals that have been flooded out of their homes,
- Be alert for gas leaks,
- Unplug the sanitary sewer ejector pit in the basement,
- Clean everything that got wet,
- Beware of carbon monoxide exhaust from generators or other gasoline-powered machines, and
- Protect yourself by using gloves, boots, and face masks when cleaning up from a flood.

More flood safety tips can be found at [www.floodsmart.gov](http://www.floodsmart.gov).



## Flood Protection Regulations

When properties are developed, they are designed for the stormwater runoff to flow away from the home. Over time, the original grading is changed by the installation of fences, railroad ties, landscaping, and regrading. To protect properties from flooding, the City has the following requirements:

- A permit is needed for any improvements to your property that will change the grading. Always check with the Building Department (847) 391-5370 before you build on, fill, alter or regrade your property. Violators will be subject to a \$750.00 per day fine and possible prosecution in the Cook County Circuit Court.
- Every piece of trash can contribute to flooding. Even grass clippings and branches can accumulate and plug channels. If your property is next to a ditch or storage basin, please help to keep these areas clear of brush and debris.
- Do not dump or throw anything into ditches or storage basins. Dumping in ditches and storage basins is a violation of City Code. If you see dumping in ditches, near property lot lines, or in the floodplain without a permit sign posted, contact the Building & Code Enforcement Department at 847-391-5370.
- Contact the Public Works and Engineering Department at (847) 391-5464, if you notice excessive debris in the curb or ditch.

New buildings in the floodplain must be protected from flood damage. The City's Flood Control Ordinance (Title 14) requires that new residential buildings must be elevated two feet above the base flood level. The ordinance also requires that a substantial improvement to a building be treated as a new building.

## Natural and Beneficial Functions of Floodplains

Floodplains are more than just hazardous locations for human development. Open and natural areas, such as Forest Preserves, absorb much more rain and floodwater than urbanized areas, reducing flooding downstream.

The many Forest Preserve and Park District properties along area streams have been kept or restored close to their natural state as woodlands and prairies. These flood-prone areas provide habitat for fish, animals, insects, and birds. It is important that we preserve these natural areas and wetlands. While some development is allowed, the City, County, State, and Federal agencies make sure that the natural benefits of these areas are maintained.

In addition to providing flood protection, natural areas filter stormwater runoff, but we have to do our part too. The storm sewer system carries untreated stormwater runoff directly to our streams. Pouring oil, anti-freeze, paint, fertilizer, and pesticides in storm sewers pollutes the water, destroy plants, and endanger wildlife. Please do your part to help keep our streams and storm drains free of pollutants. More information about improving water quality can be found on the Illinois Environmental Protection Agency (IEPA) website ([www.epa.illinois.gov](http://www.epa.illinois.gov)).

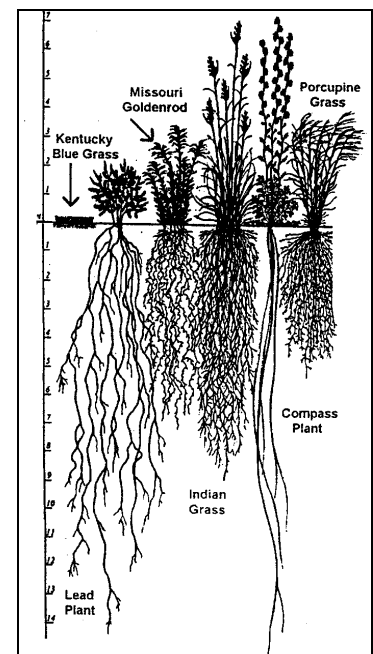
### Why do we have floodplain regulations?

Floodplain regulations that require you keep the drainage system clear and get the proper permits before you build are designed to protect you and your neighbors.

### What is a substantial improvement?

A substantial improvement is when the cumulative value of additions, alterations, repairs, and improvements exceed 50% of the value of the existing building. Substantial improvements may require the entire building to be elevated and the basement removed. This requirement also applies to homes that have been flooded or otherwise damaged.

For additions that are not a substantial improvement, only the addition must be protected.



Native prairie and wetland plants have deep root systems that absorb and hold stormwater better than typical lawns. Preserving these plants reduces flooding and drainage problems.

## Appendix D: Resources and References

CRS Coordinator's Manual, FEMA, 2013

Design Manual for Retrofitting Flood Prone Residential Structures, FEMA 114, September 2007

Engineering Principals and Practices for Retrofitting Flood Prone Residential Structures FEMA P-259

Federal Flood Insurance: The Repetitive Loss Problem, CRS Report for Congress, June 2005

The Guidebook to Conducting Repetitive Loss Area Analysis, Draft Report, Center for Hazard Assessment, University of New Orleans

Homeowners Guide to Retrofitting- 3<sup>rd</sup> Edition, FEMA P-312, 2014 Protecting Building Utilities from Flood Damage, FEMA P-348 River-Dumoulin Flood Control Plan, April 2004.

Selecting Appropriate Mitigation Measures for Flood-Prone Structures, FEMA 551, March 2007

NFIP, Write Your Own Company Bulletins, April 1 2015 Program Changes, April 1, 2016 Program Changes and April 1, 2017 Program Changes



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: April 20, 2023  
 To: Michael G. Bartholomew, MCP, LEED-AP, City Manager  
 From: Tom Bueser, Superintendent of General Services *T.B.*  
 Cc: Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering  
 Timothy Watkins, Assistant Director of Public Works and Engineering  
 Subject: Approve Task Order #4, Manusos General Contracting, Inc.

**Issue:** The 2023 City Budget includes funding for improvements at 620 Lee Street (Leela Building) which will require on-going general construction services.

**Analysis:** The City Council approved the Professional Services Master Contract with Manusos General Contracting, Inc. at its January 17, 2023 meeting. The master contract with Manusos defines each project as individual tasks and provides proposals for each. Task orders exceeding \$25,000 are presented to the City Council for approval.

The Leela Building consists of a three story theatre building with a partial basement and storefronts on Miner and Lee streets of which four units are currently vacant. After the conclusion of asbestos abatement services, additional demolition and minor on-going construction services will be required. Due to the complexity and size of the renovation project Task Order #4 is being presented to City Council which will include: labor for the demolition and as-needed construction services in the amount of \$175,000.

**Recommendation:** We recommend the City Council approve Task Order #4 in the not to exceed amount of \$175,000 to Manusos General Contracting Inc., 91 Christopher Way, Fox Lake, Illinois, 60020. Source of funding will be Facilities Replacement Fund.

**Attachments:**

Resolution R-87-23  
 Exhibit A – Task Order No. 4



**CITY OF DES PLAINES**

**RESOLUTION R - 87 - 23**

**A RESOLUTION APPROVING TASK ORDER NO. 4 WITH MANUSOS GENERAL CONTRACTING, INC. FOR CONSTRUCTION SERVICES AT THE LEELA BUILDING (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 January 17, 2023, the City Council approved Resolution R-23-23, which authorized the City to enter into a master contract ("**Master Contract**") with Manusos General Contracting, Inc. ("**Consultant**") to perform certain construction services and work for the City as such services are needed over time; and

**WHEREAS**, the City recently purchased the property located at 620 Lee Street ("**Leela Building**"); and

**WHEREAS**, the City will be renovating and making repairs to various locations within the Leela Building, including demolition, framing, and other construction work (collectively, "**Construction Services**"), as such Construction Services are identified and needed from time to time; and

**WHEREAS**, the City has a positive existing relationship with the Consultant, the Consultant having satisfactorily performed construction services for the City in the past; and

**WHEREAS**, the City desires to enter into Task Order No. 4 under the Master Contract for the procurement of the Construction Services on an as-needed basis from Consultant in the not-to-exceed amount of \$175,000 ("**Task Order No. 4**"); and

**WHEREAS**, the City has sufficient funds in the Facilities Replacement Fund Account for the procurement of the Construction Services from Consultant; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to waive the competitive bidding requirements in the City Code and enter into and Task Order No. 4 with Consultant;

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

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

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

**SECTION 3: APPROVAL OF TASK ORDER NO. 4.** The City Council hereby approves Task Order No. 4 in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel.

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

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

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

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

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

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

ATTEST:

Approved as to form:

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

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

DP-Resolution Approving Task Order No. 4 with Manusos General Contracting for Construction Services at 620 Lee St-Leela Building

**ATTACHMENT A**

**TASK ORDER**

In accordance with Section 1.2 of the Master Contract dated 1/17/23, 23 between the City of Des Plaines (the “City”) and MANUSOS GENERAL CONTRACTING, INC. (“Contractor”), the Parties agree to the following Task Number 4:

*[Check applicable boxes and insert required information.]*

**1. Project:**

Hourly Labor Rates General Demolition Construction Services.

**2. Work Site:**

Leela Building Demolition and Construction Services per Hourly Labor Rates

**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]**

Des Plaines Business Registration  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



No Exceptions

**4. Bonds:** Contemporaneous with the execution of this Task Order, Contractor must provide to the City the following bonds 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:



Labor and Material Payment Bond



Labor and Material Payment Bond

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 the Contract, must maintain and keep in force, at Contractor's expense, the Bonds required hereunder.

5. **Commencement Date:**

the date of execution of the Contract by Owner.

7 days after execution of the Contract by Owner.

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

6. **Completion Date:**

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

September 1, 2023, plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

7. **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:

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- (1) General Aggregate: \$5,000,000. See Subsection F below regarding use of umbrella coverage.
- (2) Bodily Injury: \$2,000,000 per person; \$2,000,000 per occurrence
- (3) Property Damage: \$2,000,000 per occurrence and \$5,000,000 aggregate.

Coverage must include:

- Premises / Operations
- Products / Completed Operations (to be maintained for two years after Final Payment)
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
- Bodily Injury and Property Damage

“X”, “C”, and “U” exclusions must be deleted.

Railroad exclusions must be deleted if Work Site is within 50 feet of any railroad track.

All employees must be included as insured.



D. Builders Risk Insurance. This insurance must be written in completed value form, must protect Contractor and Owner against “all risks” of direct physical loss to buildings, structures, equipment, and materials to be used in providing, performing, and completing the Work, including without limitation fire extended coverage, vandalism and malicious mischief, sprinkler leakage, flood, earth movement and collapse, and must be designed for the circumstances that may affect the Work.

This insurance must be written with limits not less than the insurable value of the Work at completion. The insurable value must include the aggregate value of Owner-furnished equipment and materials to be constructed or installed by Contractor.

This insurance must include coverage while equipment or materials are in warehouses, during installation, during testing, and after the Work is completed, but prior to Final Payment. This insurance must include coverage

while Owner is occupying all or any part of the Work prior to Final Payment without the need for the insurance company's consent.

E. Owner's and Contractor's Protective Liability Insurance. Contractor, at its sole cost and expense, must purchase this Insurance in the name of Owner with a combined single limit for bodily injury and property damage of not less than \$1,000,000.

F. Umbrella Policy. The required coverage may be in the form of an umbrella policy above \$2,000,000 primary coverage. All umbrella policies must provide excess coverage over underlying insurance on a following-form basis so that, when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover that loss.

G. Deductible. Each policy must have a deductible or self-insured retention of not more than \$\_\_\_\_\_.

H. Owner as Additional Insured. Owner must be named as an Additional Insured on the following policies:

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

The Additional Insured endorsement must identify Owner as follows:

The City of Des Plaines and its boards, commissions, committees, authorities, employees, agencies, officers, voluntary associations, and other units operating under the jurisdiction and within the appointment of its budget.

I. Other Parties as Additional Insureds. In addition to Owner, the following parties must be named as additional insured on the following policies:

| <u>Additional Insured</u> | <u>Policy or Policies</u> |
|---------------------------|---------------------------|
| _____                     | _____                     |
| _____                     | _____                     |
| _____                     | _____                     |

8. **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*):

\$ 175,000 per hourly rates listed below:

These rates are good until 5/31/2023 – then they will change per each union contract – once we receive the updates, we will forward.

Carpenter - \$134.25  
Carpenter Foreman - \$138.04  
Carpenter Super - \$142.70  
Laborer - \$121.49  
Laborer Foreman - \$125.64  
Finisher - \$131.92  
Finisher Foreman - \$135.52  
Finisher Super - \$138.82

All Work will be paid on a force account basis, using the terms of Section 109.04(b) of the IDOT Standard Specifications For Road And Bridge Construction 2012, without limitation to “extra work.” Contractor shall be paid in installments (see below). Contractor must submit Pay Requests including itemized statements of the cost of the Work, accompanied and supported by statements and invoices for all labor, materials, transportation charges and other items of the Work, using standard Illinois Department of Transportation schedules and report forms.

B. UNIT PRICE CONTRACT

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

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

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**COMPLETE TABLE AS INDICATED**

| <u>Unit Price Item</u> | <u>Unit</u> | Approximate<br>Number of<br><u>Units</u> | Price<br><u>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<br>Number of<br><u>Units</u> | Price<br><u>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*):

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

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- 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.

**9. Progress Payments:**

- A. General. Owner must pay to Contractor 90 percent of the Value of Work, determined in the manner set forth below, installed and complete in place up to the day before the Pay Request, less the aggregate of all previous Progress Payments. The total amount of Progress Payments made prior to Final Acceptance by Owner may not exceed 90 percent of the Contract Price.

- B. Value of Work. The Value of the Work will be determined as follows:

- (1) Lump Sum Items. For all Work to be paid on a lump sum basis, Contractor must, not later than 10 days after execution of the Contract and before submitting its first Pay Request, submit to Owner a schedule showing the value of each component part of such Work in form and with substantiating data acceptable to Owner (“Breakdown Schedule”). The sum of the items listed in the Breakdown Schedule must equal the amount or amounts set forth in the Schedule of Prices for Lump Sum Work. An unbalanced Breakdown Schedule providing for overpayment of Contractor on component parts of the Work to be performed first will not be accepted. The Breakdown Schedule must be revised and resubmitted until acceptable to Owner. No payment may be made for any lump sum item until Contractor has submitted, and Owner has approved, an acceptable Breakdown Schedule.

Owner may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Work. If Contractor fails to submit a revised Breakdown Schedule that is acceptable to Owner, Owner will have the right either to suspend Progress and Final Payments for Lump Sum Work or to make such Payments based on Owner’s determination of the value of the Work completed.

- (2) Unit Price Items. For all Work to be paid on a unit price basis, the value of such Work will be determined by Owner on the basis of the actual number of acceptable units of Unit Price Items installed and complete in place, multiplied by the applicable Unit Price set forth in the Schedule of Prices. The actual number of acceptable units installed

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

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

**10. Per Diem Administrative Charge:**

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

No Charge

**11. Standard Specifications:**

The Contract includes the following Illinois Department of Transportation standard specifications, each of which are incorporated into the Contract by reference:

"State of Illinois Standard Specifications for Road and Bridge Construction" (SSRB)

"Standard Specifications for Water and Sewer Main Construction in Illinois" (SSWS)

"Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD).

The Contract also includes Owner's City Code and Building Codes.

References to any of these manuals, codes, and specifications means the latest editions effective on the date of the bid opening.

See Attachment D for any special project requirements.

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CITY

CONTRACTOR

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

\_\_\_\_\_  
Signature

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

*JAMIE McKeown*

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

*4/12*, 20*23*  
Date

If compensation increase greater than \$2,500, then 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

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**PUBLIC WORKS AND  
ENGINEERING DEPARTMENT**  
1420 Miner Street  
Des Plaines, IL 60016  
P: 847.391.5390

**MEMORANDUM**

Date: April 19, 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: 2023 Capital Improvement Program (CIP) Street Improvements,  
Contract MFT 23-00228-00-RS Bid Award

**Issue:** Bids for the 2023 CIP Street Improvements, Contract MFT 23-00228-00-RS, were opened on Wednesday, April 19, 2023.

**Analysis:** The scope of work includes street patching and resurfacing, miscellaneous curb, sidewalk, and driveway apron repairs, ADA sidewalk repairs, pavement striping, and miscellaneous landscaping restoration at the following locations:

| LOCATION            | LIMITS                          | ACTIVITY                 | COMMENCING |
|---------------------|---------------------------------|--------------------------|------------|
| Bennett Lane        | (Dulles to Norman)              | Resurfacing              | May 2023   |
| Brown Street        | (Laurel to Graceland)           | Resurfacing              | May 2023   |
| Denver Drive        | (Miami to Pennsylvania)         | Resurfacing              | May 2023   |
| Eisenhower Drive    | (Laura to dead end)             | Resurfacing              | May 2023   |
| Farthing Lane       | (Millers to Bradley)            | Resurfacing              | May 2023   |
| Illinois Street     | (Riverview to north dead end)   | Resurfacing              | May 2023   |
| Irwin Avenue        | (Koehler to Shepherd)           | Resurfacing              | May 2023   |
| Koehler Drive       | (Howard to Irwin)               | Resurfacing              | May 2023   |
| Marcella Road       | (Berkshire to Central)          | Resurfacing              | May 2023   |
| Sixth Avenue        | (Forest to Lincoln)             | Resurfacing              | May 2023   |
| Springfield Terrace | (Pennsylvania to west dead end) | Resurfacing              | May 2023   |
| Sycamore Street     | (Riverview to Oakton)           | Resurfacing              | May 2023   |
| Waikiki Drive       | (Third to dead end)             | Resurfacing              | May 2023   |
| Washington Street   | (Western to Graceland)          | Resurfacing              | May 2023   |
| Wayne Drive         | (Earl to Webster)               | Resurfacing              | May 2023   |
| Westgate Road       | (Washington to Columbia)        | Resurfacing              | May 2023   |
| Wolf Road           | (Tracy to Central)              | Resurfacing              | May 2023   |
| Various Locations   |                                 | Patching and Resurfacing | May 2023   |

Following are the bid results:

| <b>BIDDER'S NAME</b>             | <b>BID AMOUNT</b> |
|----------------------------------|-------------------|
| Schroeder Asphalt Services, Inc. | \$2,382,493.23    |
| Arrow Road Construction Company  | \$2,841,224.55    |
| Builders Paving LLC              | \$3,264,000.00    |

The Engineer's Estimate was \$3,375,000.00.

The apparent low bidder, Schroeder Asphalt Services, Inc., contacted the City after the bid opening and stated that they submitted an error in the unit price bid amount for Item #26 (Hot Mix Asphalt Surface Course, Mix D, N50, 2 inch) and requested to withdraw their bid. As a result of their refusal to accept the award of the contract, they are deemed an unresponsive bidder and the City will confiscate their 5% bid bond amount, which is \$119,124.66. The second lowest bidder, Arrow Road Construction Company, is deemed responsive and references supplied by them are favorable.

**Recommendation:** We recommend award of the 2023 CIP Street Improvements, Contract MFT 23-00228-00-RS, project to the second lowest bidder, Arrow Road Construction Company, 1445 Oakton Street, Elk Grove Village, IL 60007 in the amount of \$2,841,224.55. Funding sources will be the MFT Fund and the Capital Projects Fund.

**Attachments:**

Attachment 1 - Bid Tabulation

Attachment 2 - Schroeder Asphalt Services, Inc. Request to Withdraw

Resolution R-88-23

Exhibit A - Contract

County: Cook  
 Local Agency: Des Plaines  
 Section: MFT-23-00228-00-RS

Date: 4/19/2023  
 Time: 10:00 AM

Estimate: **\$3,374,198.25**

|                           |                                  |   |                                       |
|---------------------------|----------------------------------|---|---------------------------------------|
| <b>Name of Bidder:</b>    | Schroeder Asphalt Services, Inc. | Arrow Road Construction Company             | Builders Paving LLC                   |
| <b>Address of Bidder:</b> | PO Box 831, Huntley, IL 60142    | 1445 Oakton St, Elk Grove Village, IL 60007 | 4401 Roosevelt Rd, Hillside, IL 60162 |

Attended By: Jon Duddles

| Item # | Item  | Unit         | Quantity | Approved Engineer's Estimate |               | Total       |              | Total       |              | Total        |              |
|--------|---|--------------|----------|------------------------------|---------------|-------------|--------------|-------------|--------------|--------------|--------------|
|        |   |              |          | Unit Price                   | Total         | Unit Price  | Total        | Unit Price  | Total        | Unit Price   | Total        |
| 1      | INLET FILTERS   | EACH         | 117      | \$125.00                     | \$14,625.00   | \$215.00    | \$25,155.00  | \$195.00    | \$22,815.00  | \$195.00     | \$22,815.00  |
| 2      | M.H.,C.B.,V.V. TO BE ADJUSTED, NEW FRAME & LID                  | EACH         | 74       | \$650.00                     | \$48,100.00   | \$1,925.00  | \$142,450.00 | \$1,650.00  | \$122,100.00 | \$1,650.00   | \$122,100.00 |
| 3      | SAN. M.H. TO BE ADJUSTED, NEW FRAME & LID                       | EACH         | 19       | \$750.00                     | \$14,250.00   | \$2,600.00  | \$49,400.00  | \$2,350.00  | \$44,650.00  | \$2,350.00   | \$44,650.00  |
| 4      | SALVAGE FRAME CREDIT  | EACH         | 74       | -\$300.00                    | (\$22,200.00) | \$1.00      | \$74.00      | \$1.00      | \$74.00      | \$1.00       | \$74.00      |
| 5      | SIDEWALK REMOVAL  | SQ. FT.      | 18,300   | \$2.25                       | \$41,175.00   | \$4.40      | \$80,520.00  | \$2.00      | \$36,600.00  | \$2.00       | \$36,600.00  |
| 6      | P.C.C. SIDEWALK   | SQ. FT.      | 18,300   | \$8.50                       | \$155,550.00  | \$11.00     | \$201,300.00 | \$13.50     | \$247,050.00 | \$13.50      | \$247,050.00 |
| 7      | DETECTABLE WARNINGS   | SQ. FT.      | 1,162    | \$30.00                      | \$34,860.00   | \$36.00     | \$41,832.00  | \$50.00     | \$58,100.00  | \$50.00      | \$58,100.00  |
| 8      | CURB KEYWAY   | FOOT         | 140      | \$2.50                       | \$350.00      | \$34.00     | \$4,760.00   | \$10.00     | \$1,400.00   | \$10.00      | \$1,400.00   |
| 9      | COMB. CONCRETE CURB AND GUTTER REMOVAL                          | FOOT         | 4,095    | \$5.00                       | \$20,475.00   | \$13.00     | \$53,235.00  | \$10.00     | \$40,950.00  | \$10.00      | \$40,950.00  |
| 10     | COMB. CONCRETE CURB AND GUTTER REPLACEMENT                      | FOOT         | 4,095    | \$25.00                      | \$102,375.00  | \$34.00     | \$139,230.00 | \$49.00     | \$200,655.00 | \$52.00      | \$212,940.00 |
| 11     | CONCRETE BASE COURSE, 6 INCH                                    | SQ. YD.      | 165      | \$65.00                      | \$10,725.00   | \$138.00    | \$22,770.00  | \$120.00    | \$19,800.00  | \$120.00     | \$19,800.00  |
| 12     | DRIVEWAY PAVEMENT REM. & P.C.C. REPL., 6 INCH                   | SQ. YD.      | 320      | \$90.00                      | \$28,800.00   | \$138.00    | \$44,160.00  | \$140.00    | \$44,800.00  | \$140.00     | \$44,800.00  |
| 13     | PAVEMENT PATCHING, 2 INCH                                       | SQ. YD.      | 13,500   | \$60.00                      | \$810,000.00  | \$21.50     | \$290,250.00 | \$19.00     | \$256,500.00 | \$26.00      | \$351,000.00 |
| 14     | PAVEMENT PATCHING, 6 INCH                                       | SQ. YD.      | 74       | \$80.00                      | \$5,920.00    | \$80.00     | \$5,920.00   | \$79.70     | \$5,897.80   | \$68.00      | \$5,032.00   |
| 15     | CLASS C PATCHES, TYPE I, 9 INCH                                 | SQ. YD.      | 2,160    | \$150.00                     | \$324,000.00  | \$128.00    | \$276,480.00 | \$90.00     | \$194,400.00 | \$90.00      | \$194,400.00 |
| 16     | CLASS C PATCHES, TYPE II, 9 INCH                                | SQ. YD.      | 240      | \$150.00                     | \$36,000.00   | \$128.00    | \$30,720.00  | \$90.00     | \$21,600.00  | \$90.00      | \$21,600.00  |
| 17     | PORTLAND CEMENT CONCRETE BUTT JOINT                             | SQ. YD.      | 420      | \$12.00                      | \$5,040.00    | \$8.00      | \$3,360.00   | \$5.00      | \$2,100.00   | \$18.50      | \$7,770.00   |
| 18     | PAVEMENT REMOVAL MILLING, VARIABLE DEPTH, 1 - 3 INCH            | SQ. YD.      | 83,164   | \$3.75                       | \$311,865.00  | \$2.65      | \$220,384.60 | \$2.10      | \$174,644.40 | \$4.75       | \$395,029.00 |
| 19     | TEMPORARY PAVEMENT PATCH  | TON          | 20       | \$70.00                      | \$1,400.00    | \$150.00    | \$3,000.00   | \$100.00    | \$2,000.00   | \$175.00     | \$3,500.00   |
| 20     | POLYMERIZED LEVELING BINDER (MACH METH), IL-4.75, N50, 3/4 INCH | TON          | 350      | \$120.00                     | \$42,000.00   | \$120.00    | \$42,000.00  | \$130.40    | \$45,640.00  | \$105.00     | \$36,750.00  |
| 21     | LEVELING BINDER (MACHINE METHOD), N50, 1 INCH                   | TON          | 2,417    | \$80.00                      | \$193,360.00  | \$95.00     | \$229,615.00 | \$91.35     | \$220,792.95 | \$98.00      | \$236,866.00 |
| 22     | LONGITUDINAL JOINT SEALANT                                      | FOOT         | 19,335   | \$2.75                       | \$53,171.25   | \$6.50      | \$125,677.50 | \$2.43      | \$46,984.05  | \$2.75       | \$53,171.25  |
| 23     | BITUMINOUS MATERIALS (PRIME COAT)                               | GAL.         | 7,088    | \$5.00                       | \$35,440.00   | \$0.01      | \$70.88      | \$5.55      | \$39,338.40  | \$1.00       | \$7,088.00   |
| 24     | AGGREGATE (PRIME COAT)  | TON          | 106      | \$20.00                      | \$2,120.00    | \$1.00      | \$106.00     | \$1.00      | \$106.00     | \$1.00       | \$106.00     |
| 25     | HOT MIX ASPHALT SURFACE COURSE, MIX D, N70, 1 1/2 INCH          | TON          | 700      | \$95.00                      | \$66,500.00   | \$98.00     | \$68,600.00  | \$96.55     | \$67,585.00  | \$90.00      | \$63,000.00  |
| 26     | HOT MIX ASPHALT SURFACE COURSE, MIX D, N50, 2 INCH              | TON          | 9,659    | \$90.00                      | \$869,310.00  | \$14.00     | \$135,226.00 | \$86.55     | \$835,986.45 | \$88.00      | \$849,992.00 |
| 27     | RAISED PAVEMENT MARKER REFLECTOR REMOVAL                        | EACH         | 290      | \$12.00                      | \$3,480.00    | \$15.00     | \$4,350.00   | \$5.00      | \$1,450.00   | \$11.50      | \$3,335.00   |
| 28     | RAISED PAVEMENT MARKER REFLECTOR REPLACEMENT                    | EACH         | 290      | \$40.00                      | \$11,600.00   | \$17.80     | \$5,162.00   | \$16.00     | \$4,640.00   | \$16.00      | \$4,640.00   |
| 29     | DETECTOR LOOP   | FOOT         | 200      | \$16.00                      | \$3,200.00    | \$23.00     | \$4,600.00   | \$20.00     | \$4,000.00   | \$20.00      | \$4,000.00   |
| 30     | TOPSOIL PLACEMENT, 4 INCH AND SODDING                           | SQ. YD.      | 2,585    | \$15.00                      | \$38,775.00   | \$17.00     | \$43,945.00  | \$16.50     | \$42,652.50  | \$12.50      | \$32,312.50  |
| 31     | THERMOPLASTIC PVMT. MARKING LINE, 4 INCH                        | FOOT         | 3,836    | \$2.00                       | \$7,672.00    | \$1.15      | \$4,411.40   | \$1.00      | \$3,836.00   | \$1.00       | \$3,836.00   |
| 32     | THERMOPLASTIC PVMT. MARKING LINE, 6 INCH                        | FOOT         | 1,516    | \$3.00                       | \$4,548.00    | \$1.40      | \$2,122.40   | \$1.25      | \$1,895.00   | \$1.25       | \$1,895.00   |
| 33     | THERMOPLASTIC PVMT. MARKING LINE, 12 INCH                       | FOOT         | 267      | \$6.00                       | \$1,602.00    | \$2.30      | \$614.10     | \$2.00      | \$534.00     | \$2.00       | \$534.00     |
| 34     | THERMOPLASTIC PVMT. MARKING LINE, 24 INCH                       | FOOT         | 289      | \$12.00                      | \$3,468.00    | \$5.85      | \$1,690.65   | \$5.00      | \$1,445.00   | \$5.00       | \$1,445.00   |
| 35     | THERMOPLASTIC PVMT. MARKING LINE, LETTERS & SYMBOLS             | SQ. FT.      | 146      | \$10.00                      | \$1,460.00    | \$6.00      | \$876.00     | \$5.00      | \$730.00     | \$5.00       | \$730.00     |
| 36     | POLYUREA PVMT. MARKING LINE TYPE I, 4 INCH                      | FOOT         | 1,058    | \$6.00                       | \$6,348.00    | \$2.40      | \$2,539.20   | \$2.00      | \$2,116.00   | \$2.00       | \$2,116.00   |
| 37     | POLYUREA PVMT. MARKING LINE TYPE I, 6 INCH                      | FOOT         | 266      | \$9.00                       | \$2,394.00    | \$4.00      | \$1,064.00   | \$3.00      | \$798.00     | \$3.00       | \$798.00     |
| 38     | POLYUREA PVMT. MARKING LINE TYPE I, 12 INCH                     | FOOT         | 186      | \$15.00                      | \$2,790.00    | \$5.75      | \$1,069.50   | \$5.00      | \$930.00     | \$5.00       | \$930.00     |
| 39     | POLYUREA PVMT. MARKING LINE TYPE I, 24 INCH                     | FOOT         | 85       | \$25.00                      | \$2,125.00    | \$12.00     | \$1,020.00   | \$10.00     | \$850.00     | \$10.00      | \$850.00     |
| 40     | POLYUREA PVMT. MARKING LINE TYPE I, LETTERS & SYMBOLS           | SQ. FT.      | 37       | \$25.00                      | \$925.00      | \$9.00      | \$333.00     | \$7.00      | \$259.00     | \$7.00       | \$259.00     |
| 41     | PORTABLE TOILETS  | EA. CAL. MO. | 12       | \$300.00                     | \$3,600.00    | \$200.00    | \$2,400.00   | \$210.00    | \$2,520.00   | \$200.00     | \$2,400.00   |
| 42     | TRAFFIC CONTROL AND PROTECTION                                  | LUMP SUM     | 1        | \$75,000.00                  | \$75,000.00   | \$70,000.00 | \$70,000.00  | \$20,000.00 | \$20,000.00  | \$127,336.25 | \$127,336.25 |

|                   |                |                |                |                |
|-------------------|----------------|----------------|----------------|----------------|
| <b>Total Bid:</b> | As Read:       | \$2,382,493.23 | \$2,841,224.55 | \$3,264,000.00 |
|                   | As Calculated: | \$2,382,493.23 | \$2,841,224.55 | \$3,264,000.00 |

## FW: Bid

Jen Griebel <jgriebel@schroederasphalt.com>

Thu 4/20/2023 9:37 AM

To: Engineering <Engineering@desplaines.org>

📎 1 attachments (36 KB)

SKM\_C45823042009290.pdf;

Ben,

Per my phone conversation with you this morning ... we noticed that there was an error in our pricing for line item #26 HMA Surface Course Mix D, N50 2".

The price that was typed on the bid was \$14.00 but the actual price it should have been is \$94.00.

At this time, with our calculations, we would like to withdraw our bid.

I have attached our bonding companies rating for your records.

Please let me know if you should need anything additional.

Thanks,

Jen

---

**From:** Jen Griebel

**Sent:** Thursday, April 20, 2023 8:27 AM

**To:** Engineering@desplaines.org

**Subject:** Bid

Can either Jon Duddles or Ben Olson please give me a call?

Thanks

Jen

Jen Griebel

AP / AR Specialist

Schroeder Asphalt Services, Inc.

PO Box 831

Huntley, IL 60142

815.923.4380

815.923.4389

[jgriebel@schroederasphalt.com](mailto:jgriebel@schroederasphalt.com)



**CITY OF DES PLAINES**

**RESOLUTION R - 88 - 23**

**A RESOLUTION APPROVING AN AGREEMENT WITH  
ARROW ROAD CONSTRUCTION COMPANY FOR THE  
2023 CAPITAL IMPROVEMENT PROGRAM STREET  
IMPROVEMENTS, MFT 23-00228-00-RS.**

**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 Contract MFT 23-00228-00-RS - Street Improvements, which includes street patching and resurfacing, miscellaneous curb, sidewalk, and driveway apron repairs, ADA sidewalk repairs, pavement striping, and miscellaneous landscaping restoration at various locations throughout the City ("**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 April 19, 2023; and

**WHEREAS**, Arrow Road Construction Company ("**Contractor**") was the lowest responsible bid in the amount of \$2,841,224.55; and

**WHEREAS**, in accordance with the bid documents and the terms of the bid bond, the City will recover full sum of the bid bond provided for the bid that was withdrawn; 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 \$2,841,224.55 ("**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 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**

Approved as to form:

ATTEST:

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

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



Local Public Agency Formal Contract

Contractor's Name

Arrow Road Construction Company

Contractor's Address

1445 Oakton Street

City

Elk Grove Village

State

IL

Zip Code

60007

STATE OF ILLINOIS

Local Public Agency

CITY OF DES PLAINES

County

Cook

Section Number

23-00228-00-RS

Street Name/Road Name

VARIOUS LOCATIONS

Type of Funds

MOTOR FUEL TAX

CONTRACT BOND (when required)

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature & Date

[Signature & Date Box]

Submitted/Approved

County Engineer/Superintendent of Highways Signature & Date

[Signature & Date Box]

For a Municipal Project

Submitted/Approved/Passed

Signature & Date

[Signature & Date Box]

Official Title

[Official Title Box]

Department of Transportation

Concurrence in approval of award

Regional Engineer Signature & Date

[Signature & Date Box]

|                     |                        |        |                |
|---------------------|------------------------|--------|----------------|
| Local Public Agency | Local Street/Road Name | County | Section Number |
| CITY OF DES PLAINES | VARIOUS LOCATIONS      | Cook   | 23-00228-00-RS |

1. THIS AGREEMENT, made and concluded the \_\_\_\_\_ day of \_\_\_\_\_ between the City \_\_\_\_\_ of Des Plaines \_\_\_\_\_, known as the party of the first part, and Arrow Road Construction Company \_\_\_\_\_, 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 23-00228-00-RS 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 \_\_\_\_\_

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)

**CITY OF DES PLAINES**



**CONTRACT FOR THE CONSTRUCTION  
OF 2023 CIP – CONTRACT MFT 23-00228-00-RS**

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 – CONTRACT MFT 23-00228-00-RS**

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**Contractor’s Certification**

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

**CITY OF DES PLAINES  
CONTRACT FOR THE CONSTRUCTION  
OF 2023 CIP – CONTRACT MFT 23-00228-00-RS**

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 *Arrow Road Construction Company a Corporation* (“*Contractor*”), make this Contract as of May 2, 2023, 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 blueline prints and one sepia transparency of each drawing must be provided. All drawings must be clearly marked in the lower right-hand corner with the names of Owner and Contractor.

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



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

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

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments, and the drawings identified in Attachment 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 have been given by the insurance company to Owner. Contractor must, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverages and limits set forth in Attachment 2.

### 4.3 Indemnification

Contractor hereby agrees to and will indemnify, save harmless, and defend Owner and all of it 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:

**Arrow Road Construction Company**  
**1445 Oakton Street, Elk Grove Village, IL 60007**

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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 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.; 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. 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. The certified payroll must consist of a complete copy of those records required to be made and kept by the Act. The certified payroll must be accompanied by a statement signed by the contractor or subcontractor that certifies that (1) such records are true and accurate, (2) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Act, and (3) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. Contractor may rely on the certification of a subcontractor, provided that Contractor does not knowingly rely on a subcontractor's false certification. On two business days' notice, Contractor and each subcontractor must make available for inspection the records required to be made and kept by the Act (i) to the City and its officers and agents and to the Director of the Illinois Department of Labor and his or her deputies and agents and (ii) at all reasonable hours at a location within the State.

D. Required Provisions Deemed Inserted. Every provision of law required by law to be inserted into this Contract is deemed to be inserted herein.

## 7.12 Compliance with Patents

A. Assumption of Costs, Royalties, and Fees. Contractor will pay or cause to be paid all costs, royalties, and fees arising from the use on, or the incorporation into, the Work, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor must promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Contractor must pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances,



devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner will have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

### **7.13 Time**

The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days is construed to refer to calendar days.

### **7.14 Severability**

The provisions of this Contract will be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract is held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract will be in any way affected thereby.

### **7.15 Entire Agreement**

This Contract sets forth the entire agreement of Owner and Contractor with respect to the accomplishment of the Work and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Contractor with respect to the Work and the compensation therefor.

### **7.16 Amendments**

No modification, addition, deletion, revision, alteration or other change to this Contract is effective unless and until such change is reduced to writing and executed and delivered by Owner and Contractor.

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed by their properly authorized representatives in two original counterparts as of the Effective Date.

**CITY OF DES PLAINES**

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

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

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

Attest:

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

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

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

*Arrow Road Construction Company*

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

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

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

Attest:

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

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

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

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

CONTRACTOR’S CERTIFICATION

*[contractor’s executing officer]*, being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the “*Patriot Act*”) or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001.

DATED: \_\_\_\_\_, 20\_\_.

**Arrow Road Construction Company**

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

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

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

Attest:

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

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

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

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

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

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

(SEAL)



**2023 CIP - CONTRACT MFT 23-00228-00-RS - STREET IMPROVEMENTS  
SCHEDULE OF PRICES**

| ITEM # | PAY ITEM  | UNIT         | TOTAL QUANTITY | UNIT COST        | TOTAL COST             |
|--------|---|--------------|----------------|------------------|------------------------|
| 1      | INLET FILTERS   | EACH         | 117            | \$ 195.00        | \$ 22,815.00           |
| 2      | M.H.,C.B.,V.V. TO BE ADJUSTED, NEW FRAME & LID                  | EACH         | 74             | \$ 1,650.00      | \$ 122,100.00          |
| 3      | SAN. M.H. TO BE ADJUSTED, NEW FRAME & LID                       | EACH         | 19             | \$ 2,350.00      | \$ 44,650.00           |
| 4      | SALVAGE FRAME CREDIT  | EACH         | 74             | \$ 1.00          | \$ 74.00               |
| 5      | SIDEWALK REMOVAL  | SQ. FT.      | 18,300         | \$ 2.00          | \$ 36,600.00           |
| 6      | P.C.C. SIDEWALK   | SQ. FT.      | 18,300         | \$ 13.50         | \$ 247,050.00          |
| 7      | DETECTABLE WARNINGS   | SQ. FT.      | 1,162          | \$ 50.00         | \$ 58,100.00           |
| 8      | CURB KEYWAY   | FOOT         | 140            | \$ 10.00         | \$ 1,400.00            |
| 9      | COMB. CONCRETE CURB AND GUTTER REMOVAL                          | FOOT         | 4,095          | \$ 10.00         | \$ 40,950.00           |
| 10     | COMB. CONCRETE CURB AND GUTTER REPLACEMENT                      | FOOT         | 4,095          | \$ 49.00         | \$ 200,655.00          |
| 11     | CONCRETE BASE COURSE, 6 INCH                                    | SQ. YD.      | 165            | \$ 120.00        | \$ 19,800.00           |
| 12     | DRIVEWAY PAVEMENT REM. & P.C.C. REPL., 6 INCH                   | SQ. YD.      | 320            | \$ 140.00        | \$ 44,800.00           |
| 13     | PAVEMENT PATCHING, 2 INCH                                       | SQ. YD.      | 13,500         | \$ 19.00         | \$ 256,500.00          |
| 14     | PAVEMENT PATCHING, 6 INCH                                       | SQ. YD.      | 74             | \$ 79.70         | \$ 5,897.80            |
| 15     | CLASS C PATCHES, TYPE I, 9 INCH                                 | SQ. YD.      | 2,160          | \$ 90.00         | \$ 194,400.00          |
| 16     | CLASS C PATCHES, TYPE II, 9 INCH                                | SQ. YD.      | 240            | \$ 90.00         | \$ 21,600.00           |
| 17     | PORTLAND CEMENT CONCRETE BUTT JOINT                             | SQ. YD.      | 420            | \$ 5.00          | \$ 2,100.00            |
| 18     | PAVEMENT REMOVAL MILLING, VARIABLE DEPTH, 1 - 3 INCH            | SQ. YD.      | 83,164         | \$ 2.10          | \$ 174,644.40          |
| 19     | TEMPORARY PAVEMENT PATCH  | TON          | 20             | \$ 100.00        | \$ 2,000.00            |
| 20     | POLYMERIZED LEVELING BINDER (MACH METH), IL-4.75, N50, 3/4 INCH | TON          | 350            | \$ 130.40        | \$ 45,640.00           |
| 21     | LEVELING BINDER (MACHINE METHOD), N50, 1 INCH                   | TON          | 2,417          | \$ 91.35         | \$ 220,792.95          |
| 22     | LONGITUDINAL JOINT SEALANT                                      | FOOT         | 19,335         | \$ 2.43          | \$ 46,984.05           |
| 23     | BITUMINOUS MATERIALS (PRIME COAT)                               | GAL.         | 7,088          | \$ 5.55          | \$ 39,338.40           |
| 24     | AGGREGATE (PRIME COAT)  | TON          | 106            | \$ 1.00          | \$ 106.00              |
| 25     | HOT MIX ASPHALT SURFACE COURSE, MIX D, N70, 1 1/2 INCH          | TON          | 700            | \$ 96.55         | \$ 67,585.00           |
| 26     | HOT MIX ASPHALT SURFACE COURSE, MIX D, N50, 2 INCH              | TON          | 9,659          | \$ 86.55         | \$ 835,986.45          |
| 27     | RAISED PAVEMENT MARKER REFLECTOR REMOVAL                        | EACH         | 290            | \$ 5.00          | \$ 1,450.00            |
| 28     | RAISED PAVEMENT MARKER REFLECTOR REPLACEMENT                    | EACH         | 290            | \$ 16.00         | \$ 4,640.00            |
| 29     | DETECTOR LOOP   | FOOT         | 200            | \$ 20.00         | \$ 4,000.00            |
| 30     | TOPSOIL PLACEMENT, 4 INCH AND SODDING                           | SQ. YD.      | 2,585          | \$ 16.50         | \$ 42,652.50           |
| 31     | THERMOPLASTIC PVMT. MARKING LINE, 4 INCH                        | FOOT         | 3,836          | \$ 1.00          | \$ 3,836.00            |
| 32     | THERMOPLASTIC PVMT. MARKING LINE, 6 INCH                        | FOOT         | 1,516          | \$ 1.25          | \$ 1,895.00            |
| 33     | THERMOPLASTIC PVMT. MARKING LINE, 12 INCH                       | FOOT         | 267            | \$ 2.00          | \$ 534.00              |
| 34     | THERMOPLASTIC PVMT. MARKING LINE, 24 INCH                       | FOOT         | 289            | \$ 5.00          | \$ 1,445.00            |
| 35     | THERMOPLASTIC PVMT. MARKING LINE, LETTERS & SYMBOLS             | SQ. FT.      | 146            | \$ 5.00          | \$ 730.00              |
| 36     | POLYUREA PVMT. MARKING LINE TYPE I, 4 INCH                      | FOOT         | 1,058          | \$ 2.00          | \$ 2,116.00            |
| 37     | POLYUREA PVMT. MARKING LINE TYPE I, 6 INCH                      | FOOT         | 266            | \$ 3.00          | \$ 798.00              |
| 38     | POLYUREA PVMT. MARKING LINE TYPE I, 12 INCH                     | FOOT         | 186            | \$ 5.00          | \$ 930.00              |
| 39     | POLYUREA PVMT. MARKING LINE TYPE I, 24 INCH                     | FOOT         | 85             | \$ 10.00         | \$ 850.00              |
| 40     | POLYUREA PVMT. MARKING LINE TYPE I, LETTERS & SYMBOLS           | SQ. FT.      | 37             | \$ 7.00          | \$ 259.00              |
| 41     | PORTABLE TOILETS  | EA. CAL. MO. | 12             | \$ 210.00        | \$ 2,520.00            |
| 42     | TRAFFIC CONTROL AND PROTECTION                                  | LUMP SUM     | 1              | \$ 20,000.00     | \$ 20,000.00           |
|        |   |              |                | <b>TOTAL BID</b> | <b>\$ 2,841,224.55</b> |



**PUBLIC WORKS AND  
ENGINEERING DEPARTMENT**

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

**MEMORANDUM**

**Date:** April 19, 2023

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

**From:** Jon Duddles, P.E., CFM, Assistant Director of Public Works and Engineering *AD*

**Cc:** Timothy P. Oakley, P.E., CFM, Director of Public Works & Engineering *TPO*

**Subject:** Bid Award - 2023 Capital Improvement Program (CIP) Contract A -Water Main Improvements

**Issue:** Bids for the 2023 CIP Water Main Improvements, Contract A were opened on April 19, 2023.

**Analysis:** The scope of work includes installation of new water main and water services (replacing lead and galvanized services to the meter), pavement or pavement and base replacement, replacement of deteriorated curb and gutter, replacement of deteriorated and uneven sidewalk, and miscellaneous landscaping restoration at the following locations:

| LOCATION        | LIMITS                           | ACTIVITY                   |
|-----------------|----------------------------------|----------------------------|
| Joyce Dr        | Cordial Dr to Elizabeth Ln       | Water Main, Rehabilitation |
| Florian Dr      | Marshall Dr to Hewitt Dr         | Water Main, Rehabilitation |
| Graceland Ave   | Miner St (US 14) to Ellinwood St | Water Main                 |
| Millers Rd      | Beau Dr to Dara James Rd         | Water Main, Rehabilitation |
| Inner Circle Dr | (South End to North End)         | Water Main, Rehabilitation |
| Harvard St      | Mt Prospect Rd to Cornell Ave    | Water Main, Rehabilitation |

Following are the bid results:

| BIDDER                     | BID AMOUNT     |
|----------------------------|----------------|
| Swallow Construction Corp. | \$6,253,889.33 |
| Bolder Contractors, Inc.   | \$6,284,457.16 |
| Martam Construction, Inc.  | \$6,331,420.16 |

The Engineer's Estimate was \$5,030,718.00.

Due to material shortages, current inflation rate, and the spread of the bids being within 1.2% of the average of the bids, the amounts are determined to be within reason, and we recommend that the low bid be accepted although it exceeds the engineer's estimate.

**Recommendation:** References supplied by Swallow Construction Corp. are favorable. We recommend award of the 2023 CIP Contract A – Water Main Improvements project to Swallow Construction Corp., 490 Topsoil Dr, West Chicago, IL 60185 in the amount of \$6,253,889.33. Funding sources would be the Capital Projects Fund and Water/Sewer CIP Fund and their fund balances.

**Attachments:**

Attachment 1 - Bid Tabulation

Resolution R-89-23

Exhibit A - Contract

County: Cook  
 Local Agency: Des Plaines  
 Section: 2023 CIP - CONTRACT A - WATER MAIN IMPROVEMENTS  
 Estimate: **\$5.0M**

Date: 4/19/2023  
 Time: 10:00AM

|                    |                                  |                                      |                                 |
|--------------------|----------------------------------|--------------------------------------|---------------------------------|
| Name of Bidder:    | Swallow Construction Corp.       | Bolder Contractors, Inc.             | Martam Construction, Inc.       |
| Address of Bidder: | 490 Topsoil Dr, West Chicago, IL | 316 Cary Point Drive, Cary, IL 60013 | 1200 Gasket Dr, Elgin, IL 60120 |

|              |             |                              |  |  |  |  |  |  |  |
|--------------|-------------|------------------------------|--|--|--|--|--|--|--|
| Attended By: | Jon Duddles | Terms:                       |  |  |  |  |  |  |  |
|              |             | Approved Engineer's Estimate |  |  |  |  |  |  |  |

| Item No. | Unit   | Quantity | Unit Price | Unit Price | Total       | Unit Price     | Total       | Unit Price     | Total       |              |
|----------|--|----------|------------|------------|-------------|----------------|-------------|----------------|-------------|--------------|
| 1        | TREE TRUNK PROTECTION                                      | EACH     | 148        | \$120.00   | \$50.00     | \$7,400.00     | \$120.00    | \$17,760.00    | \$150.00    | \$22,200.00  |
| 2        | TREE ROOT PRUNING  | EACH     | 148        | \$75.00    | \$50.00     | \$7,400.00     | \$90.00     | \$13,320.00    | \$200.00    | \$29,600.00  |
| 3        | TREE REMOVAL (OVER 15 INCH DIAMETER)                       | INCH-DIA | 40         | \$55.00    | \$66.00     | \$2,640.00     | \$80.00     | \$3,200.00     | \$68.00     | \$2,720.00   |
| 4        | EXPLORATION TRENCH   | FOOT     | 660        | \$50.00    | \$10.00     | \$6,600.00     | \$40.00     | \$26,400.00    | \$30.00     | \$19,800.00  |
| 5        | REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS               | CU YD    | 310        | \$50.00    | \$27.00     | \$8,370.00     | \$40.00     | \$12,400.00    | \$68.00     | \$21,080.00  |
| 6        | GRANULAR EMBANKMENT  | CU YD    | 310        | \$35.00    | \$40.00     | \$12,400.00    | \$60.00     | \$18,600.00    | \$63.00     | \$19,530.00  |
| 7        | TEMPORARY AGGREGATE, CA-6                                  | TON      | 650        | \$20.00    | \$1.00      | \$650.00       | \$20.00     | \$13,000.00    | \$55.00     | \$35,750.00  |
| 8        | TRENCH BACKFILL  | CU YD    | 4365       | \$25.00    | \$50.25     | \$219,341.25   | \$11.00     | \$48,015.00    | \$67.00     | \$292,455.00 |
| 9        | WATER MAIN, 6" DUCTILE IRON PIPE, CL 52                    | FOOT     | 307        | \$150.00   | \$110.00    | \$33,770.00    | \$280.00    | \$85,960.00    | \$122.00    | \$37,454.00  |
| 10       | WATER MAIN, 8" PVC C900                                    | FOOT     | 1018       | \$150.00   | \$200.00    | \$203,600.00   | \$320.00    | \$325,760.00   | \$128.00    | \$130,304.00 |
| 11       | WATER MAIN, 8" PVC C900, DIRECTIONAL DRILLED               | FOOT     | 5375       | \$180.00   | \$200.00    | \$1,075,000.00 | \$320.00    | \$1,720,000.00 | \$149.10    | \$801,412.50 |
| 12       | WATER MAIN, 10" PVC C900                                   | FOOT     | 79         | \$200.00   | \$100.00    | \$7,900.00     | \$340.00    | \$26,860.00    | \$188.00    | \$14,852.00  |
| 13       | WATER MAIN, 10" PVC C900, DIRECTIONAL DRILLED              | FOOT     | 240        | \$220.00   | \$180.00    | \$43,200.00    | \$340.00    | \$81,600.00    | \$178.20    | \$42,768.00  |
| 14       | WATER MAIN, 12" PVC C900                                   | FOOT     | 176        | \$250.00   | \$180.00    | \$31,680.00    | \$300.00    | \$52,800.00    | \$212.00    | \$37,312.00  |
| 15       | WATER MAIN FITTINGS, RESTRAINED JOINT                      | POUND    | 17550      | \$2.00     | \$8.00      | \$140,400.00   | \$0.01      | \$175.50       | \$7.60      | \$133,380.00 |
| 16       | GATE VALVE 8" IN VAULT 4' DIA, ROUND FRAME CLOSED LID      | EACH     | 23         | \$4,000.00 | \$9,500.00  | \$218,500.00   | \$9,000.00  | \$207,000.00   | \$8,500.00  | \$195,500.00 |
| 17       | GATE VALVE 10" IN VAULT 5' DIA, ROUND FRAME CLOSED LID     | EACH     | 2          | \$5,500.00 | \$8,800.00  | \$17,600.00    | \$12,000.00 | \$24,000.00    | \$9,800.00  | \$19,600.00  |
| 18       | GATE VALVE 12" IN VAULT 5' DIA, ROUND FRAME CLOSED LID     | EACH     | 2          | \$6,500.00 | \$9,800.00  | \$19,600.00    | \$13,000.00 | \$26,000.00    | \$10,600.00 | \$21,200.00  |
| 19       | CASING PIPE, 18 INCH                                       | FOOT     | 78         | \$300.00   | \$250.00    | \$19,500.00    | \$200.00    | \$15,600.00    | \$240.00    | \$18,720.00  |
| 20       | CASING PIPE, 24 INCH, AUGER AND JACK                       | FOOT     | 111        | \$750.00   | \$1,150.00  | \$127,650.00   | \$385.00    | \$42,735.00    | \$950.00    | \$105,450.00 |
| 21       | CASING SPACERS   | EACH     | 32         | \$250.00   | \$155.00    | \$4,960.00     | \$140.00    | \$4,480.00     | \$320.00    | \$10,240.00  |
| 22       | ABANDON EXISTING VALVE AND VAULT                           | EACH     | 16         | \$400.00   | \$350.00    | \$5,600.00     | \$800.00    | \$12,800.00    | \$800.00    | \$12,800.00  |
| 23       | FIRE HYDRANT REMOVAL                                       | EACH     | 8          | \$500.00   | \$250.00    | \$2,000.00     | \$2,000.00  | \$16,000.00    | \$900.00    | \$7,200.00   |
| 24       | FIRE HYDRANT AND AUXILIARY VALVE                           | EACH     | 17         | \$8,000.00 | \$11,500.00 | \$195,500.00   | \$14,000.00 | \$238,000.00   | \$9,300.00  | \$158,100.00 |
| 25       | PUBLIC WATER SERVICE LINE, 1 1/2 INCH                      | FOOT     | 2530       | \$40.00    | \$12.00     | \$30,360.00    | \$3.00      | \$7,590.00     | \$75.00     | \$189,750.00 |
| 26       | WATER SERVICE SADDLE, 1 1/2 INCH                           | EACH     | 72         | \$1,400.00 | \$4,500.00  | \$324,000.00   | \$300.00    | \$21,600.00    | \$350.00    | \$25,200.00  |
| 27       | CORPORATION STOP, 1 1/2 INCH                               | EACH     | 72         | \$720.00   | \$300.00    | \$21,600.00    | \$2,000.00  | \$144,000.00   | \$1,800.00  | \$129,600.00 |
| 28       | CURB STOP, 1 1/2 INCH                                      | EACH     | 72         | \$750.00   | \$400.00    | \$28,800.00    | \$500.00    | \$36,000.00    | \$1,800.00  | \$129,600.00 |
| 29       | CURB BOX, 1 1/2 INCH                                       | EACH     | 72         | \$200.00   | \$165.00    | \$11,880.00    | \$500.00    | \$36,000.00    | \$250.00    | \$18,000.00  |
| 30       | PRIVATE WATER SERVICE LINE, 1 INCH COPPER                  | FOOT     | 545        | \$35.00    | \$36.00     | \$19,620.00    | \$20.00     | \$10,900.00    | \$68.00     | \$37,060.00  |
| 31       | PRIVATE WATER SERVICE FOUNDATION CONNECTION                | EACH     | 11         | \$500.00   | \$1,625.00  | \$17,875.00    | \$500.00    | \$5,500.00     | \$9,800.00  | \$107,800.00 |
| 32       | PRIVATE WATER SERVICE METER CONNECTION                     | EACH     | 11         | \$500.00   | \$2,300.00  | \$25,300.00    | \$5,000.00  | \$55,000.00    | \$10,900.00 | \$119,900.00 |
| 33       | ADJUSTING WATER SERVICE LINES                              | FOOT     | 300        | \$15.00    | \$5.00      | \$1,500.00     | \$58.00     | \$17,400.00    | \$30.00     | \$9,000.00   |
| 34       | ADJUST EXISTING CURB BOX                                   | FOOT     | 15         | \$300.00   | \$25.00     | \$375.00       | \$300.00    | \$4,500.00     | \$450.00    | \$6,750.00   |
| 35       | SANITARY MH TO BE ADJUSTED, NEW FRAME AND LID              | EACH     | 22         | \$1,200.00 | \$1,550.00  | \$34,100.00    | \$1,000.00  | \$22,000.00    | \$1,100.00  | \$24,200.00  |
| 36       | SANITARY SEWER LATERAL REPAIR, 6" REMOVE AND REPLACE - WQP | FOOT     | 235        | \$65.00    | \$135.00    | \$31,725.00    | \$90.00     | \$21,150.00    | \$125.00    | \$29,375.00  |
| 37       | SANITARY SEWER REPAIR, 8", REMOVE AND REPLACE - PVC WQP    | FOOT     | 100        | \$80.00    | \$150.00    | \$15,000.00    | \$190.00    | \$19,000.00    | \$360.00    | \$36,000.00  |
| 38       | SANITARY SEWER REPAIR, 10", REMOVE AND REPLACE - PVC WQP   | FOOT     | 20         | \$95.00    | \$170.00    | \$3,400.00     | \$220.00    | \$4,400.00     | \$472.00    | \$9,440.00   |
| 39       | INLET FILTERS  | EACH     | 102        | \$90.00    | \$210.00    | \$21,420.00    | \$50.00     | \$5,100.00     | \$200.00    | \$20,400.00  |
| 40       | PIPE REMOVAL, ALL SIZES AND TYPES                          | FOOT     | 1030       | \$20.00    | \$10.00     | \$10,300.00    | \$10.00     | \$10,300.00    | \$20.00     | \$20,600.00  |
| 41       | MH, CB, VV TO BE REMOVED                                   | EACH     | 35         | \$500.00   | \$500.00    | \$17,500.00    | \$200.00    | \$7,000.00     | \$600.00    | \$21,000.00  |
| 42       | MH, CB, VV TO BE ADJUSTED, NEW FRAME AND LID               | EACH     | 39         | \$820.00   | \$825.00    | \$32,175.00    | \$800.00    | \$31,200.00    | \$1,100.00  | \$42,900.00  |
| 43       | MH, CB, VV TO BE RECONSTRUCTED, NEW FRAME & LID            | EACH     | 17         | \$1,800.00 | \$2,000.00  | \$34,000.00    | \$2,500.00  | \$42,500.00    | \$1,600.00  | \$27,200.00  |
| 44       | CB, TY-C, 2'-DIA, CURB FRAME AND GRATE                     | EACH     | 20         | \$1,900.00 | \$3,370.00  | \$67,400.00    | \$4,000.00  | \$80,000.00    | \$2,800.00  | \$56,000.00  |
| 45       | CB, TY-A, 4'-DIA, CURB FRAME AND GRATE                     | EACH     | 11         | \$3,900.00 | \$4,950.00  | \$54,450.00    | \$7,000.00  | \$77,000.00    | \$4,800.00  | \$52,800.00  |
| 46       | CB, TY-A, 4'-DIA, ROUND FRAME, OPEN LID                    | EACH     | 1          | \$3,800.00 | \$4,800.00  | \$4,800.00     | \$7,000.00  | \$7,000.00     | \$4,700.00  | \$4,700.00   |
| 47       | MH, TY-A, 4'-DIA, ROUND FRAME, CLOSED LID                  | EACH     | 2          | \$5,200.00 | \$4,350.00  | \$8,700.00     | \$8,000.00  | \$16,000.00    | \$5,500.00  | \$11,000.00  |
| 48       | MH, TY-A, 6'-DIA, ROUND FRAME, CLOSED LID                  | EACH     | 1          | \$7,000.00 | \$8,000.00  | \$8,000.00     | \$12,000.00 | \$12,000.00    | \$9,200.00  | \$9,200.00   |
| 49       | STORM SEWER, 6" WQP  | FOOT     | 20         | \$65.00    | \$110.00    | \$2,200.00     | \$160.00    | \$3,200.00     | \$145.00    | \$2,900.00   |
| 50       | STORM SEWER, 12" DIP CL 52                                 | FOOT     | 30         | \$120.00   | \$180.00    | \$5,400.00     | \$220.00    | \$6,600.00     | \$188.00    | \$5,640.00   |
| 51       | STORM SEWER, 12" PVC SDR 26                                | FOOT     | 9          | \$120.00   | \$525.00    | \$4,725.00     | \$250.00    | \$2,250.00     | \$165.00    | \$1,485.00   |
| 52       | STORM SEWER, 12" WQP                                       | FOOT     | 878        | \$125.00   | \$165.00    | \$144,870.00   | \$160.00    | \$140,480.00   | \$165.00    | \$144,870.00 |
| 53       | STORM SEWER, 24" WQP                                       | FOOT     | 20         | \$175.00   | \$420.00    | \$8,400.00     | \$300.00    | \$6,000.00     | \$465.00    | \$9,300.00   |
| 54       | COMB CURB & GUTTER REMOVAL                                 | FOOT     | 11140      | \$5.00     | \$8.50      | \$94,690.00    | \$3.00      | \$33,420.00    | \$7.00      | \$77,980.00  |
| 55       | COMB CONC CURB & GUTTER REPLACEMENT, VARIOUS TYPES         | FOOT     | 5630       | \$42.00    | \$43.75     | \$246,312.50   | \$24.00     | \$135,120.00   | \$35.00     | \$197,050.00 |



County: Cook  
 Local Agency: Des Plaines  
 Section: 2023 CIP - CONTRACT A - WATER MAIN IMPROVEMENTS  
 Estimate: \$5.0M

Date: 4/19/2023  
 Time: 10:00AM

|                                       |  |  |  |
|---------------------------------------|--|--|--|
| Name of Bidder:<br>Address of Bidder: | Swallow Construction Corp.<br>490 Topsoil Dr, West Chicago, IL | Bolder Contractors, Inc.<br>316 Cary Point Drive, Cary, IL 60013 | Martam Construction, Inc.<br>1200 Gasket Dr, Elgin, IL 60120 |
|---------------------------------------|--|--|--|

|                          |                              |  |  |  |  |  |  |
|--------------------------|------------------------------|--|--|--|--|--|--|
| Attended By: Jon Duddles | Terms:                       |  |  |  |  |  |  |
|                          | Approved Engineer's Estimate |  |  |  |  |  |  |

| Item No.  | Unit  | Quantity  | Unit Price | Unit Price  | Total        | Unit Price   | Total        | Unit Price   | Total        |              |
|---|---|-----------|------------|-------------|--------------|--------------|--------------|--------------|--------------|--------------|
| 56  | COMB CONC CURB & GUTTER B-6.12                          | FOOT      | 5510       | \$40.00     | \$36.50      | \$201,115.00 | \$24.00      | \$132,240.00 | \$38.00      | \$209,380.00 |
| 57  | SIDEWALK REMOVAL  | SQ FT     | 27530      | \$2.00      | \$2.00       | \$55,060.00  | \$1.00       | \$27,530.00  | \$2.00       | \$55,060.00  |
| 58  | PCC SIDEWALK  | SQ FT     | 27530      | \$8.00      | \$11.50      | \$316,595.00 | \$7.00       | \$192,710.00 | \$11.00      | \$302,830.00 |
| 59  | DETECTABLE WARNINGS                                     | SQ FT     | 1050       | \$35.00     | \$36.50      | \$38,325.00  | \$36.00      | \$37,800.00  | \$38.00      | \$39,900.00  |
| 60  | REINFORCEMENT BARS, EPOXY COATED                        | FOOT      | 2220       | \$2.00      | \$4.50       | \$9,990.00   | \$4.00       | \$8,880.00   | \$2.00       | \$4,440.00   |
| 61  | DRIVEWAY PVMT REMOVAL & PCC REPL, 6 IN.                 | SQ YD     | 2940       | \$80.00     | \$93.00      | \$273,420.00 | \$58.00      | \$170,520.00 | \$88.00      | \$258,720.00 |
| 62  | TEMPORARY PAVEMENT PATCH                                | TON       | 370        | \$190.00    | \$140.00     | \$51,800.00  | \$70.00      | \$25,900.00  | \$180.00     | \$66,600.00  |
| 63  | PAVEMENT REMOVAL MILLING, 1-3" VARIABLE DEPTH           | SQ YD     | 2890       | \$4.00      | \$10.00      | \$28,900.00  | \$4.00       | \$11,560.00  | \$3.20       | \$9,248.00   |
| 64  | PAVEMENT REMOVAL MILLING, 6"                            | SQ YD     | 16240      | \$3.75      | \$9.00       | \$146,160.00 | \$4.00       | \$64,960.00  | \$4.30       | \$69,832.00  |
| 65  | AGGREGATE BASE REPAIR                                   | TON       | 230        | \$20.00     | \$5.58       | \$1,283.40   | \$23.00      | \$5,290.00   | \$25.00      | \$5,750.00   |
| 66  | PREPARATION OF BASE                                     | SQ YD     | 16240      | \$2.00      | \$2.00       | \$32,480.00  | \$1.50       | \$24,360.00  | \$1.60       | \$25,984.00  |
| 67  | LEVELING BINDER (HAND METHOD), N50                      | TON       | 190        | \$60.00     | \$100.00     | \$19,000.00  | \$140.00     | \$26,600.00  | \$110.00     | \$20,900.00  |
| 68  | PAVEMENT PATCHING, CLASS D, TYPE IV, 15"                | SQ YD     | 100        | \$100.00    | \$193.00     | \$19,300.00  | \$180.00     | \$18,000.00  | \$165.00     | \$16,500.00  |
| 69  | BITUMINOUS MATERIAL (TACK COAT)                         | POUND     | 3666       | \$5.00      | \$3.25       | \$11,914.50  | \$0.01       | \$36.66      | \$0.01       | \$36.66      |
| 70  | AGGREGATE (TACK COAT)                                   | TON       | 18         | \$1.00      | \$0.01       | \$0.18       | \$1.00       | \$18.00      | \$1.00       | \$18.00      |
| 71  | LONGITUDINAL JOINT SEALER - MULTIPLE MOBILIZATIONS      | FOOT      | 6180       | \$5.00      | \$8.00       | \$49,440.00  | \$5.65       | \$34,917.00  | \$6.20       | \$38,316.00  |
| 72  | HOT-MIX ASPHALT BINDER COURSE, IL-19, N50, 4"           | TON       | 3680       | \$82.00     | \$83.00      | \$305,440.00 | \$82.00      | \$301,760.00 | \$90.00      | \$331,200.00 |
| 73  | LEVELING BINDER (MACHINE METHOD), N50, 1"               | TON       | 55         | \$90.00     | \$130.00     | \$7,150.00   | \$140.00     | \$7,700.00   | \$122.00     | \$6,710.00   |
| 74  | HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX D, N50, 2"  | TON       | 2070       | \$95.00     | \$130.00     | \$269,100.00 | \$92.00      | \$190,440.00 | \$102.00     | \$211,140.00 |
| 75  | HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX E, N70, 2"  | TON       | 110        | \$100.00    | \$150.00     | \$16,500.00  | \$115.00     | \$12,650.00  | \$130.00     | \$14,300.00  |
| 76  | DRIVEWAY HMA SURFACE COURSE REMOVAL AND REPLACEMENT     | SQ YD     | 85         | \$65.00     | \$83.00      | \$7,055.00   | \$120.00     | \$10,200.00  | \$85.00      | \$7,225.00   |
| 77  | REMOVE AND RESET BRICK PAVERS                           | SQ YD     | 43         | \$100.00    | \$130.00     | \$5,590.00   | \$200.00     | \$8,600.00   | \$145.00     | \$6,235.00   |
| 78  | TEMPORARY PAVEMENT MARKING TAPE, TYPE III, BLACK        | SQ FT     | 100        | \$5.00      | \$3.50       | \$350.00     | \$10.00      | \$1,000.00   | \$12.00      | \$1,200.00   |
| 79  | THERMOPLASTIC PAVT MARKING LINE, 4-INCH                 | FOOT      | 260        | \$3.00      | \$2.00       | \$520.00     | \$2.00       | \$520.00     | \$1.20       | \$312.00     |
| 80  | THERMOPLASTIC PAVT MARKING LINE, 6-INCH                 | FOOT      | 2220       | \$5.00      | \$3.00       | \$6,660.00   | \$2.00       | \$4,440.00   | \$2.40       | \$5,328.00   |
| 81  | THERMOPLASTIC PAVT MARKING LINE, 12-INCH                | FOOT      | 320        | \$10.00     | \$6.00       | \$1,920.00   | \$5.00       | \$1,600.00   | \$3.60       | \$1,152.00   |
| 82  | THERMOPLASTIC PAVT MARKING LINE, 24-INCH                | FOOT      | 402        | \$20.00     | \$11.00      | \$4,422.00   | \$15.00      | \$6,030.00   | \$6.00       | \$2,412.00   |
| 83  | THERMOPLASTIC PAVT MARKING LETTERS AND SYMBOLS          | SQ FT     | 124        | \$50.00     | \$7.00       | \$868.00     | \$15.00      | \$1,860.00   | \$6.00       | \$744.00     |
| 84  | GRADING AND SHAPING PARKWAYS                            | SQ YD     | 6420       | \$8.00      | \$15.00      | \$96,300.00  | \$1.00       | \$6,420.00   | \$15.00      | \$96,300.00  |
| 85  | TOPSOIL PLACEMENT 4" & SODDING                          | SQ YD     | 11930      | \$15.00     | \$12.25      | \$146,142.50 | \$8.00       | \$95,440.00  | \$14.00      | \$167,020.00 |
| 86  | ITEMS AS DIRECTED BY THE ENGINEER - LEAD WATER SERVICES | DOLLAR    | 150000     | \$1.00      | \$1.00       | \$150,000.00 | \$1.00       | \$150,000.00 | \$1.00       | \$150,000.00 |
| 87  | MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION     | LUMP SUM  | 1          | \$30,000.00 | \$11,150.00  | \$11,150.00  | \$15,000.00  | \$15,000.00  | \$8,000.00   | \$8,000.00   |
| 88  | RAILROAD PROTECTIVE LIABILITY INSURANCE                 | LUMP SUM  | 1          | \$20,000.00 | \$60,000.00  | \$60,000.00  | \$5,000.00   | \$5,000.00   | \$8,000.00   | \$8,000.00   |
| 89  | CONTRACTOR FURNISHED CONSTRUCTION LAYOUT                | LUMP SUM  | 1          | \$30,000.00 | \$29,000.00  | \$29,000.00  | \$50,000.00  | \$50,000.00  | \$36,000.00  | \$36,000.00  |
| 90  | PORTABLE TOILETS  | EA CAL MO | 18         | \$225.00    | \$100.00     | \$1,800.00   | \$100.00     | \$1,800.00   | \$250.00     | \$4,500.00   |
| 91  | TRAFFIC CONTROL & PROTECTION                            | LUMP SUM  | 1          | \$50,000.00 | \$137,000.00 | \$137,000.00 | \$580,000.00 | \$580,000.00 | \$384,000.00 | \$384,000.00 |
|   |   |           |            |             |              | \$0.00       |              | \$0.00       |              | \$0.00       |
|   |   |           |            |             |              | \$0.00       |              | \$0.00       |              | \$0.00       |
| <b>ITEMS TO BE FURNISHED AND CONSTRUCTED ONLY IF REQUESTED IN WRITING BY THE ENGINEER</b> |   |           |            |             |              |              |              |              |              |              |
| AUP-1   | TREE REMOVAL (6 TO 15 INCH DIAMETER)                    | INCH-DIA  | 0          | \$50.00     | \$66.00      | \$0.00       | \$150.00     | \$0.00       | \$125.00     | \$0.00       |
| AUP-2   | CASING PIPE, WATER SERVICE, 4 INCH                      | FOOT      | 0          | \$60.00     | \$140.00     | \$0.00       | \$200.00     | \$0.00       | \$165.00     | \$0.00       |
| AUP-3   | SANITARY SEWER CLEAN OUT                                | EACH      | 0          | \$200.00    | \$2,750.00   | \$0.00       | \$5,000.00   | \$0.00       | \$1,100.00   | \$0.00       |
| AUP-4   | SANITARY SEWER LATERAL, PVC FITTINGS                    | EACH      | 0          | \$46.00     | \$125.00     | \$0.00       | \$1,000.00   | \$0.00       | \$800.00     | \$0.00       |
| AUP-5   | SANITARY SEWER WYE FITTINGS, ANY SIZE                   | EACH      | 0          | \$2,000.00  | \$2,600.00   | \$0.00       | \$5,000.00   | \$0.00       | \$3,800.00   | \$0.00       |
| AUP-6   | SANITARY MH TO BE RECONSTRUCTED, NEW FRAME AND LID      | EACH      | 0          | \$2,500.00  | \$2,250.00   | \$0.00       | \$5,000.00   | \$0.00       | \$3,600.00   | \$0.00       |
| AUP-7   | SALVAGED FRAME CREDIT (SMH, DMH, CB, VV ADJUSTMENT)     | EACH      | 0          | (\$100.00)  | \$500.00     | \$0.00       | \$1.00       | \$0.00       | \$300.00     | \$0.00       |
| AUP-8   | INLET TY-A, 2'-DIA, CURB FRAME AND GRATE                | EACH      | 0          | \$1,500.00  | \$2,650.00   | \$0.00       | \$6,000.00   | \$0.00       | \$2,500.00   | \$0.00       |
| AUP-9   | POROUS GRANULAR EMBANKMENT                              | CU YD     | 0          | \$65.00     | \$110.00     | \$0.00       | \$120.00     | \$0.00       | \$81.00      | \$0.00       |
| AUP-10  | DRIVEWAY PAVEMENT REMOVAL & HMA REPLACEMENT             | SQ YD     | 0          | \$80.00     | \$240.00     | \$0.00       | \$200.00     | \$0.00       | \$85.00      | \$0.00       |
| AUP-11  | DRIVEWAY PVMT REMOVAL & PCC REPL, 8 IN.                 | SQ YD     | 0          | \$90.00     | \$110.00     | \$0.00       | \$200.00     | \$0.00       | \$98.00      | \$0.00       |

|            |               |                |                |                |
|------------|---------------|----------------|----------------|----------------|
| Total Bid: | As Read:      | \$6,253,889.33 | \$6,284,457.16 | \$6,331,420.16 |
|            | As Calculated | \$6,253,889.33 | \$6,284,457.16 | \$6,331,420.16 |

**CITY OF DES PLAINES**

**RESOLUTION R - 89 - 23**

**A RESOLUTION APPROVING AN AGREEMENT WITH SWALLOW CONSTRUCTION CORP. FOR THE 2023 CAPITAL IMPROVEMENT PROGRAM - CONTRACT A, WATER MAIN IMPROVEMENTS.**

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

**WHEREAS**, the City has appropriated funds in the Capital Projects Fund and Water/Sewer Capital Improvement Projects (CIP) Fund for use by the Department of Public Works and Engineering during the 2023 fiscal year for the 2023 Capital Improvement Program - Contract A, Water Main Improvements, which includes installation of new water main and water services, pavement or pavement and base replacement, replacement of deteriorated curb and gutter, replacement of deteriorated and uneven sidewalk, and miscellaneous landscaping restoration at certain locations (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 April 19, 2023; and

**WHEREAS**, Swallow Construction Corp. ("*Contractor*") submitted the lowest responsible bid in the not-to-exceed amount of \$6,253,889.33; 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 \$6,253,889.33 ("*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 approved by the General Counsel.

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

Approved as to form:

ATTEST:

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

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

**CITY OF DES PLAINES**



**CONTRACT FOR THE CONSTRUCTION OF  
2023 CIP – CONTRACT A  
WATER MAIN IMPROVEMENTS**

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 – CONTRACT A**

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**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 CIP – CONTRACT A**

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 *Swallow Construction Corp.* a *Corporation* (“Contractor”), make this Contract as of May 2, 2023, 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 blueline prints and one sepia transparency of each drawing must be provided. All drawings must be clearly marked in the lower right-hand corner with the names of Owner and Contractor.

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



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

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

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments, and the drawings identified in Attachment 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 have been given by the insurance company to Owner. Contractor must, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverages and limits set forth in Attachment 2.

### 4.3 Indemnification

Contractor hereby agrees to and will indemnify, save harmless, and defend Owner and all of it 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:

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

with a copy to:  
 Elrod Friedman, LLP  
 325 North La Salle Street, Suite 450  
 Chicago, Illinois 60654  
 Attention: Peter Friedman

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

**Swallow Construction Corp.**  
**490 Topsoil Drive, West Chicago, IL 60185**

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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 Wages, Certified Payroll Required. This Contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the "Act"). Contractor and each subcontractor must pay the prevailing wage as determined by the Illinois Department for each trade or craft. If the Illinois Department of Labor revises the prevailing wages to be paid, the revised rates will apply to this Contract. Contractor and each subcontractor must comply with all of the provisions of the Act , including filing certified payrolls on a monthly basis with the Illinois Department of Labor, in accordance with Section 5 of the Act. Contract and each subcontract must furnish a copy of the payrolls to the Owner. The certified payroll must consist of a complete copy of those records required to be made and kept by the Act. The certified payroll must be accompanied by a statement signed by the contractor or subcontractor that certifies that (1) such records are true and accurate, (2) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Act, and (3) the contractor or subcontractor is aware that filing a certified payroll that they know to be false is a Class B misdemeanor. On two business days' notice, Contractor and each subcontractor must make available for inspection the records required to be made and kept by the Act (i) to the Owner and its officers and agents and to the Director of the Illinois Department of Labor and his or her deputies and agents and (ii) at all reasonable hours at a location within the State.

D. Qualified. Bidder has the requisite experience, 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 set forth in Section 1-10-2.B of the City Code, including, without limitation, that Bidder and all of Bidder's subcontractors actively participate, and have actively participated for at least 12 months before the bid opening date, in an 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: \_\_\_\_\_

***Swallow Construction Corp.***

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

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

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

Attest:

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

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

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

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

CONTRACTOR’S CERTIFICATION

*[contractor’s executing officer]*, being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the “*Patriot Act*”) or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001.

DATED: \_\_\_\_\_, 20\_\_.

**Swallow Construction Corp.**

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

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

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

Attest:

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

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

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

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

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

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

(SEAL)

| ITEM # | PAY ITEM   | UNIT     | TOTAL  | UNIT COST   | TOTAL COST     |
|--------|--|----------|--------|-------------|----------------|
| 1      | TREE TRUNK PROTECTION                                      | EACH     | 148    | \$50.00     | \$7,400.00     |
| 2      | TREE ROOT PRUNING  | EACH     | 148    | \$50.00     | \$7,400.00     |
| 3      | TREE REMOVAL (OVER 15 INCH DIAMETER)                       | INCH-DIA | 40     | \$66.00     | \$2,640.00     |
| 4      | EXPLORATION TRENCH   | FOOT     | 660    | \$10.00     | \$6,600.00     |
| 5      | REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS               | CU YD    | 310    | \$27.00     | \$8,370.00     |
| 6      | GRANULAR EMBANKMENT  | CU YD    | 310    | \$40.00     | \$12,400.00    |
| 7      | TEMPORARY AGGREGATE, CA-6                                  | TON      | 650    | \$1.00      | \$650.00       |
| 8      | TRENCH BACKFILL  | CU YD    | 4,365  | \$50.25     | \$219,341.25   |
| 9      | WATER MAIN, 6" DUCTILE IRON PIPE, CL 52                    | FOOT     | 307    | \$110.00    | \$33,770.00    |
| 10     | WATER MAIN, 8" PVC C900                                    | FOOT     | 1,018  | \$200.00    | \$203,600.00   |
| 11     | WATER MAIN, 8" PVC C900, DIRECTIONAL DRILLED               | FOOT     | 5,375  | \$200.00    | \$1,075,000.00 |
| 12     | WATER MAIN, 10" PVC C900                                   | FOOT     | 79     | \$100.00    | \$7,900.00     |
| 13     | WATER MAIN, 10" PVC C900, DIRECTIONAL DRILLED              | FOOT     | 240    | \$180.00    | \$43,200.00    |
| 14     | WATER MAIN, 12" PVC C900                                   | FOOT     | 176    | \$180.00    | \$31,680.00    |
| 15     | WATER MAIN FITTINGS, RESTRAINED JOINT                      | POUND    | 17,550 | \$8.00      | \$140,400.00   |
| 16     | GATE VALVE 8" IN VAULT 4' DIA, ROUND FRAME CLOSED LID      | EACH     | 23     | \$9,500.00  | \$218,500.00   |
| 17     | GATE VALVE 10" IN VAULT 5' DIA, ROUND FRAME CLOSED LID     | EACH     | 2      | \$8,800.00  | \$17,600.00    |
| 18     | GATE VALVE 12" IN VAULT 5' DIA, ROUND FRAME CLOSED LID     | EACH     | 2      | \$9,800.00  | \$19,600.00    |
| 19     | CASING PIPE, 18 INCH                                       | FOOT     | 78     | \$250.00    | \$19,500.00    |
| 20     | CASING PIPE, 24 INCH, AUGER AND JACK                       | FOOT     | 111    | \$1,150.00  | \$127,650.00   |
| 21     | CASING SPACERS   | EACH     | 32     | \$155.00    | \$4,960.00     |
| 22     | ABANDON EXISTING VALVE AND VAULT                           | EACH     | 16     | \$350.00    | \$5,600.00     |
| 23     | FIRE HYDRANT REMOVAL                                       | EACH     | 8      | \$250.00    | \$2,000.00     |
| 24     | FIRE HYDRANT AND AUXILIARY VALVE                           | EACH     | 17     | \$11,500.00 | \$195,500.00   |
| 25     | PUBLIC WATER SERVICE LINE, 1 1/2 INCH                      | FOOT     | 2,530  | \$12.00     | \$30,360.00    |
| 26     | WATER SERVICE SADDLE, 1 1/2 INCH                           | EACH     | 72     | \$4,500.00  | \$324,000.00   |
| 27     | CORPORATION STOP, 1 1/2 INCH                               | EACH     | 72     | \$300.00    | \$21,600.00    |
| 28     | CURB STOP, 1 1/2 INCH                                      | EACH     | 72     | \$400.00    | \$28,800.00    |
| 29     | CURB BOX, 1 1/2 INCH                                       | EACH     | 72     | \$165.00    | \$11,880.00    |
| 30     | PRIVATE WATER SERVICE LINE, 1 INCH COPPER                  | FOOT     | 545    | \$36.00     | \$19,620.00    |
| 31     | PRIVATE WATER SERVICE FOUNDATION CONNECTION                | EACH     | 11     | \$1,625.00  | \$17,875.00    |
| 32     | PRIVATE WATER SERVICE METER CONNNECTION                    | EACH     | 11     | \$2,300.00  | \$25,300.00    |
| 33     | ADJUSTING WATER SERVICE LINES                              | FOOT     | 300    | \$5.00      | \$1,500.00     |
| 34     | ADJUST EXISTING CURB BOX                                   | FOOT     | 15     | \$25.00     | \$375.00       |
| 35     | SANITARY MH TO BE ADJUSTED, NEW FRAME AND LID              | EACH     | 22     | \$1,550.00  | \$34,100.00    |
| 36     | SANITARY SEWER LATERAL REPAIR, 6" REMOVE AND REPLACE - WQP | FOOT     | 235    | \$135.00    | \$31,725.00    |
| 37     | SANITARY SEWER REPAIR, 8", REMOVE AND REPLACE - PVC WQP    | FOOT     | 100    | \$150.00    | \$15,000.00    |
| 38     | SANITARY SEWER REPAIR, 10", REMOVE AND REPLACE - PVC WQP   | FOOT     | 20     | \$170.00    | \$3,400.00     |
| 39     | INLET FILTERS  | EACH     | 102    | \$210.00    | \$21,420.00    |
| 40     | PIPE REMOVAL, ALL SIZES AND TYPES                          | FOOT     | 1,030  | \$10.00     | \$10,300.00    |
| 41     | MH, CB, VV TO BE REMOVED                                   | EACH     | 35     | \$500.00    | \$17,500.00    |
| 42     | MH, CB, VV TO BE ADJUSTED, NEW FRAME AND LID               | EACH     | 39     | \$825.00    | \$32,175.00    |
| 43     | MH, CB, VV TO BE RECONSTRUCTED, NEW FRAME & LID            | EACH     | 17     | \$2,000.00  | \$34,000.00    |
| 44     | CB, TY-C, 2'-DIA, CURB FRAME AND GRATE                     | EACH     | 20     | \$3,370.00  | \$67,400.00    |
| 45     | CB, TY-A, 4'-DIA, CURB FRAME AND GRATE                     | EACH     | 11     | \$4,950.00  | \$54,450.00    |
| 46     | CB, TY-A, 4'-DIA, ROUND FRAME, OPEN LID                    | EACH     | 1      | \$4,800.00  | \$4,800.00     |
| 47     | MH, TY-A, 4'-DIA, ROUND FRAME, CLOSED LID                  | EACH     | 2      | \$4,350.00  | \$8,700.00     |
| 48     | MH, TY-A, 6'-DIA, ROUND FRAME, CLOSED LID                  | EACH     | 1      | \$8,000.00  | \$8,000.00     |
| 49     | STORM SEWER, 6" WQP  | FOOT     | 20     | \$110.00    | \$2,200.00     |
| 50     | STORM SEWER, 12" DIP CL 52                                 | FOOT     | 30     | \$180.00    | \$5,400.00     |
| 51     | STORM SEWER, 12" PVC SDR 26                                | FOOT     | 9      | \$525.00    | \$4,725.00     |
| 52     | STORM SEWER, 12" WQP                                       | FOOT     | 878    | \$165.00    | \$144,870.00   |
| 53     | STORM SEWER, 24" WQP                                       | FOOT     | 20     | \$420.00    | \$8,400.00     |
| 54     | COMB CURB & GUTTER REMOVAL                                 | FOOT     | 11,140 | \$8.50      | \$94,690.00    |
| 55     | COMB CONC CURB & GUTTER REPLACEMENT, VARIOUS TYPES         | FOOT     | 5,630  | \$43.75     | \$246,312.50   |
| 56     | COMB CONC CURB & GUTTER B-6.12                             | FOOT     | 5,510  | \$36.50     | \$201,115.00   |
| 57     | SIDEWALK REMOVAL   | SQ FT    | 27,530 | \$2.00      | \$55,060.00    |
| 58     | PCC SIDEWALK   | SQ FT    | 27,530 | \$11.50     | \$316,595.00   |
| 59     | DETECTABLE WARNINGS  | SQ FT    | 1,050  | \$36.50     | \$38,325.00    |
| 60     | REINFORCEMENT BARS, EPOXY COATED                           | FOOT     | 2,220  | \$4.50      | \$9,990.00     |
| 61     | DRIVEWAY PVMT REMOVAL & PCC REPL, 6 IN.                    | SQ YD    | 2,940  | \$93.00     | \$273,420.00   |
| 62     | TEMPORARY PAVEMENT PATCH                                   | TON      | 370    | \$140.00    | \$51,800.00    |
| 63     | PAVEMENT REMOVAL MILLING, 1-3" VARIABLE DEPTH              | SQ YD    | 2,890  | \$10.00     | \$28,900.00    |
| 64     | PAVEMENT REMOVAL MILLING, 6"                               | SQ YD    | 16,240 | \$9.00      | \$146,160.00   |
| 65     | AGGREGATE BASE REPAIR                                      | TON      | 230    | \$5.58      | \$1,283.40     |
| 66     | PREPARATION OF BASE  | SQ YD    | 16,240 | \$2.00      | \$32,480.00    |
| 67     | LEVELING BINDER (HAND METHOD), N50                         | TON      | 190    | \$100.00    | \$19,000.00    |
| 68     | PAVEMENT PATCHING, CLASS D, TYPE IV, 15"                   | SQ YD    | 100    | \$193.00    | \$19,300.00    |
| 69     | BITUMINOUS MATERIAL (TACK COAT)                            | POUND    | 3,666  | \$3.25      | \$11,914.50    |
| 70     | AGGREGATE (TACK COAT)                                      | TON      | 18     | \$0.01      | \$0.18         |
| 71     | LONGITUDINAL JOINT SEALER - MULTIPLE MOBILIZATIONS         | FOOT     | 6,180  | \$8.00      | \$49,440.00    |
| 72     | HOT-MIX ASPHALT BINDER COURSE, IL-19, N50, 4"              | TON      | 3,680  | \$83.00     | \$305,440.00   |
| 73     | LEVELING BINDER (MACHINE METHOD), N50, 1"                  | TON      | 55     | \$130.00    | \$7,150.00     |
| 74     | HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX D, N50, 2"     | TON      | 2,070  | \$130.00    | \$269,100.00   |
| 75     | HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX E, N70, 2"     | TON      | 110    | \$150.00    | \$16,500.00    |
| 76     | DRIVEWAY HMA SURFACE COURSE REMOVAL AND REPLACEMENT        | SQ YD    | 85     | \$83.00     | \$7,055.00     |
| 77     | REMOVE AND RESET BRICK PAVERS                              | SQ YD    | 43     | \$130.00    | \$5,590.00     |
| 78     | TEMPORARY PAVEMENT MARKING TAPE, TYPE III, BLACK           | SQ FT    | 100    | \$3.50      | \$350.00       |
| 79     | THERMOPLASTIC PAVT MARKING LINE, 4-INCH                    | FOOT     | 260    | \$2.00      | \$520.00       |
| 80     | THERMOPLASTIC PAVT MARKING LINE, 6-INCH                    | FOOT     | 2,220  | \$3.00      | \$6,660.00     |
| 81     | THERMOPLASTIC PAVT MARKING LINE, 12-INCH                   | FOOT     | 320    | \$6.00      | \$1,920.00     |
| 82     | THERMOPLASTIC PAVT MARKING LINE, 24-INCH                   | FOOT     | 402    | \$11.00     | \$4,422.00     |

2023 CIP - CONTRACT A - WATER MAIN IMPROVEMENTS  
 SCHEDULE OF PRICES

Attachment 1

| ITEM #  | PAY ITEM  | UNIT      | TOTAL   | UNIT COST        | TOTAL COST            |
|---|---|-----------|---------|------------------|-----------------------|
| 83  | THERMOPLASTIC PAVT MARKING LETTERS AND SYMBOLS          | SQ FT     | 124     | \$7.00           | \$868.00              |
| 84  | GRADING AND SHAPING PARKWAYS                            | SQ YD     | 6,420   | \$15.00          | \$96,300.00           |
| 85  | TOPSOIL PLACEMENT 4" & SODDING                          | SQ YD     | 11,930  | \$12.25          | \$146,142.50          |
| 86  | ITEMS AS DIRECTED BY THE ENGINEER - LEAD WATER SERVICES | DOLLAR    | 150,000 | \$1.00           | \$150,000.00          |
| 87  | MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION     | LUMP SUM  | 1       | \$11,150.00      | \$11,150.00           |
| 88  | RAILROAD PROTECTIVE LIABILITY INSURANCE                 | LUMP SUM  | 1       | \$60,000.00      | \$60,000.00           |
| 89  | CONTRACTOR FURNISHED CONSTRUCTION LAYOUT                | LUMP SUM  | 1       | \$29,000.00      | \$29,000.00           |
| 90  | PORTABLE TOILETS  | EA CAL MO | 18      | \$100.00         | \$1,800.00            |
| 91  | TRAFFIC CONTROL & PROTECTION                            | LUMP SUM  | 1       | \$137,000.00     | \$137,000.00          |
| <b>ITEMS TO BE FURNISHED AND CONSTRUCTED ONLY IF REQUESTED IN WRITING BY THE ENGINEER</b> |   |           |         |                  |                       |
| AUP-1   | TREE REMOVAL (6 TO 15 INCH DIAMETER)                    | INCH-DIA  | 0       | \$66.00          | \$0.00                |
| AUP-2   | CASING PIPE, WATER SERVICE, 4 INCH                      | FOOT      | 0       | \$140.00         | \$0.00                |
| AUP-3   | SANITARY SEWER CLEAN OUT                                | EACH      | 0       | \$2,750.00       | \$0.00                |
| AUP-4   | SANITARY SEWER LATERAL, PVC FITTINGS                    | EACH      | 0       | \$125.00         | \$0.00                |
| AUP-5   | SANITARY SEWER WYE FITTINGS, ANY SIZE                   | EACH      | 0       | \$2,600.00       | \$0.00                |
| AUP-6   | SANITARY MH TO BE RECONSTRUCTED, NEW FRAME AND LID      | EACH      | 0       | \$2,250.00       | \$0.00                |
| AUP-7   | SALVAGED FRAME CREDIT (SMH, DMH, CB, VV ADJUSTMENT)     | EACH      | 0       | \$500.00         | \$0.00                |
| AUP-8   | INLET TY-A, 2'-DIA, CURB FRAME AND GRATE                | EACH      | 0       | \$2,650.00       | \$0.00                |
| AUP-9   | POROUS GRANULAR EMBANKMENT                              | CU YD     | 0       | \$110.00         | \$0.00                |
| AUP-10  | DRIVEWAY PAVEMENT REMOVAL & HMA REPLACEMENT             | SQ YD     | 0       | \$240.00         | \$0.00                |
| AUP-11  | DRIVEWAY PVMT REMOVAL & PCC REPL, 8 IN.                 | SQ YD     | 0       | \$110.00         | \$0.00                |
|   |   |           |         | <b>Total Bid</b> | <b>\$6,253,889.33</b> |



COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: April 20, 2023

To: Michael G. Bartholomew, City Manager

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

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

**Update:** At the conclusion of the public hearing during the April 17, 2023, City Council meeting, the Council voted 7-0 to approve the proposed zoning text amendments on first reading of Ordinance Z-8-23. However, the Council requested that for second reading the proposed amendments contain additional enforcement provisions. Staff sought the advice of General Counsel, and the attached has been amended (i) to require applicants for temporary wireless facilities to provide a signed statement agreeing to immediately remove and cease operating the temporary facility upon written notice from the City of any violation; and (ii) to set the fine for violations at \$1,500 per day, which is double the maximum fine (\$750) for general violations of the Zoning Ordinance.

**Issue: The City Council is considering the following text amendments to the Zoning Ordinance:** (i) amend Section 12-8-5, “Commercial Mobile Radio and Wireless Telecommunications Service Facilities” to reference a new allowance for the temporary installation of one facility as a temporary use; and (ii) amend Section 12-8-11, “Temporary Uses”, to allow “Temporary Commercial Mobile Radio and Wireless Telecommunications Service Facilities” as a temporary use on lots improved with an existing lawfully established Commercial Mobile Radio and Wireless Telecommunications Service Facility, with various limitations.

**PIN:** Citywide

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

**Case Number:** #23-016-TA

**Request Description:** The City of Des Plaines is proposing amending the Zoning Ordinance to add “Temporary Commercial Mobile Radio and Wireless Telecommunications Service Facilities” as a new permitted temporary use. The specific amendments include regulations intended to identify and restrict the quantity, height, location, and duration of this type of structure.

**Temporary Commercial Mobile Radio and Wireless Telecommunications Service Facilities**  
A Commercial Mobile Radio and Wireless Telecommunication Service Facility—which includes cell

towers/monopoles as well as antennae mounted to building and other structures such as water towers—is a common piece of infrastructure found throughout municipalities to handle various forms of wireless communication. Section 12-13-3 of the Zoning Ordinance defines these structures as:

“An unmanned facility consisting of antennas, equipment, and equipment storage shelter used for the reception, switching, and/or transmission of wireless telecommunications including, but not limited to, paging, enhanced specialized mobile radio, personal communication services, cellular telephone, and similar technologies. A commercial mobile radio service facility may either be freestanding, roof mounted, or building mounted.”

Under current rules, all commercial Mobile Radio and Wireless Telecommunications Service Facilities are governed under Section 12-8-5 of the Zoning Ordinance to regulate their quantity, height, size, design, construction, and location to minimize their impact on the properties for which they are installed and neighboring uses. The Ordinance lists three different types of Commercial Mobile Radio and Wireless Telecommunications Service Facility structures, which are briefly described below:

- *Freestanding* – A stand-alone, monopole-type structure that serves as the principal use on the property;
- *Freestanding (Secondary Principal Use)* – A stand-alone, monopole-type structure that serves as a secondary principal use on a property with an established, separate primary principal use; and
- *Roof- or Building-Mounted* – A facility installed directly on the roof or sides of a building or water tower structure.

While the Zoning Ordinance contemplates these facilities as permanent structures, these facilities may need to be displaced or removed from time-to-time during maintenance or construction projects (e.g., maintenance on the structure(s) to which they are attached or the properties where they are located). These projects result in a potential loss of service for the immediate area. In these instances, a common practice is the installation of temporary equipment to locate the displaced facility and its related equipment for a period of time necessary to conduct the appropriate work on the structure hosting the facility and reinstall the equipment back on the structure. These temporary structures are designed and constructed in a similar way as a permanent freestanding facility, but are then dismantled and removed from the subject property after the facility and its related equipment are reinstalled in their original location.

Staff is aware of at least one imminent instance where a temporary monopole structure would be necessary. The current request is related to an existing building-mounted commercial mobile radio and wireless telecommunications service facility on a City-owned water tower at 712 Dulles Road. The Public Works and Engineering Department will be having the exterior of the water tower repainted, requiring the existing commercial mobile radio and wireless telecommunications service facility and its related equipment to be temporarily removed from the water tower to complete the work. Because the City is a lessor to wireless carriers, it behooves the City to maintain the service. The proposed option is an approximately 86-foot-tall temporary stand-alone monopole structure to host the equipment while the water tower is being repainted.

However, staff acknowledges that additional, future requests are likely, given there are other similar commercial mobile radio and wireless telecommunications service facilities throughout the City. The Public Works and Engineering Director advises that the City has existing leased equipment as high as 125 feet. For this reason, it is prudent to seek amendments to the Ordinance to allow for short-term circumstances under which a temporary facility could be installed and operated. To provide a reasonable allowance to commercial mobile radio and wireless telecommunications service facility operators and provide uninterrupted wireless telecommunication service for residents, staff proposes to amend the Zoning Ordinance to establish a clear allowance for a temporary monopole structure in certain conditions, with restrictions.

### **Proposed Amendments**

The full proposed amendments are attached and are summarized below. These would be enacted by attached approving Ordinance Z-8-23:



- **Section 12-8-5, Commercial Mobile Radio and Wireless Telecommunications Service Facilities:** Add language to address and reference specific regulations for a temporary commercial mobile radio and wireless telecommunications service facility as a temporary use governed under Section 12-8-11, “Temporary Uses.”
- **Section 12-8-11, Temporary Uses:** Add temporary commercial mobile radio and wireless telecommunications service facilities to the list of permitted temporary uses, along with items such as storage containers, tents, temporary classrooms, and vendor carts. The installation and use of one temporary commercial mobile radio and wireless telecommunications service facility shall be permitted only on the same zoning lot where a lawfully established existing permanent facility is located and where there is a separate primary principal use. This allowance is possible only where an active construction or maintenance project requires the temporary facility for the purpose of continuous operation during the construction or maintenance project. The change would not allow the installation of a temporary commercial mobile radio and wireless telecommunications service facility for any property that does not meet the above criteria. In addition, a zoning certificate and all required building permits must be issued by the City authorizing the temporary use of the facility prior to the placement of the temporary facility on the subject property.

The amendments would regulate quantity, duration, location, and height of temporary commercial mobile radio and wireless telecommunications service facilities. They allow only one temporary facility on an eligible site at a given time for a maximum of three months, after which the temporary facility must be removed in its entirety from the subject property. In instances where the active maintenance and construction project on the subject building or structure is delayed and the project is otherwise being diligently pursued to completion, the Zoning Administrator has the ability to grant a single three-month extension for the use of the temporary facility, with a total maximum duration of six months. The proposed amendments specifically limit the number of extensions granted to one to avoid abuse of the use of the temporary facilities in lieu of a permanent installation.

The proposed amendments also focus on the allowable locations, requiring the placement of the temporary commercial mobile radio and wireless telecommunications service facility to be as close to the location of the permanent facility as possible and only on properties where the principal use of the zoning lot is non-residential. While staff acknowledges that the respective sites in which these commercial mobile radio and wireless telecommunications service facilities may not afford operators to locate the temporary facilities in conformance with the location requirements in Section 12-8-5, the intention is to restrict these temporary facilities from being located on properties with a residential use and minimize the impact of the temporary facilities on surrounding properties during its use. Conversely, these amendments *do* require temporary commercial mobile radio and wireless telecommunications service facilities to comply with the construction requirements currently listed in Section 12-8-5.E of the Zoning Ordinance to address applicable building code requirements, the facility’s compatibility compared with its surrounding built or natural environment, and operation requirements.

Finally, the proposed amendments include a maximum height of 125 feet for the temporary facilities. *No changes are proposed to height maximums for permanent facilities.* Keeping in mind that these temporary facilities would be limited to three months of use (or up to six months with a three-month extension if granted) and would not be permitted on properties where the primary use is residential, staff believes the greater height allowance is reasonable.

Similar to other temporary uses, a zoning certificate would be required for the installation or placement of a temporary classroom structure on an eligible property in addition to all applicable building permits. Note that these amendments provide this allowance for only roof- and building-mounted facilities or freestanding

facilities that are a secondary portion of another development (secondary principal uses). For those properties where the facility is the only use—the sole principal use—the temporary facility would not be an option.

**Standards for Zoning Text Amendments:**

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

**1. Whether the proposed amendment is consistent with the goals, objectives, and policies of the comprehensive plan, as adopted and amended from time to time by the City Council;**

These amendments fill a gap in the Zoning Ordinance concerning temporary commercial mobile radio and wireless telecommunication facilities and help address needs of operators for these facilities by allowing one temporary facility to host the facility and its equipment during necessary maintenance and construction projects on the structures that accommodate them. The temporary commercial mobile radio and wireless telecommunication facility allowance provides an additional service to operators of these facilities and the City itself as intended in the Comprehensive Plan while also facilitating necessary maintenance and construction projects for City-owned and privately-owned structures alike.

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

As a temporary use that will be accessory to existing primary principal uses in Des Plaines, the proposed amendments would be compatible with the current conditions and overall character of the existing development. A temporary commercial mobile radio and wireless telecommunication facility is intended to be installed and active only for a limited period of time and only on properties with a lawfully-established commercial mobile radio and wireless telecommunication facility. The amendments provide a solution to install and continue service on a separate structure during periods of interruption on the host building or structure so as to not change the existing development on the site but rather serve the community as a whole.

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

The amendments would only allow one temporary facility on sites of existing commercial mobile radio and wireless telecommunication facilities, which are located in many different zoning districts throughout the City. The temporary facility would continue to tie into the existing on-site infrastructure that is utilized by the original facility so staff does have not concerns that the addition of one temporary facility for a limited period of time would negatively impact the adequacy of or require additional public facilities and services on properties for which they serve.

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

The amendments allow a short-term strategy that alleviates interruptions to services for commercial mobile radio and wireless telecommunication facility sites. Given the proposed restrictions, staff has no concerns that the presence of a temporary facility, for a limited amount of time, on one or more properties already containing these types of facilities throughout Des Plaines will detract from or have an adverse effect on surrounding property values.

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

The proposed amendments facilitate a path towards responsible standards for development and growth for eligible properties with commercial mobile radio and wireless telecommunication facilities by establishing a clear and streamlined permitting path for operators of these facilities.

**Public Hearing:** The Planning and Zoning Board (PZB) typically holds public hearings and votes on recommendations to the City Council regarding zoning text amendments. However, because of the time sensitivity of the imminent maintenance project identified by Public Works and Engineering, and with all permitting and work yet to occur, the City Council is directly considering these amendments.

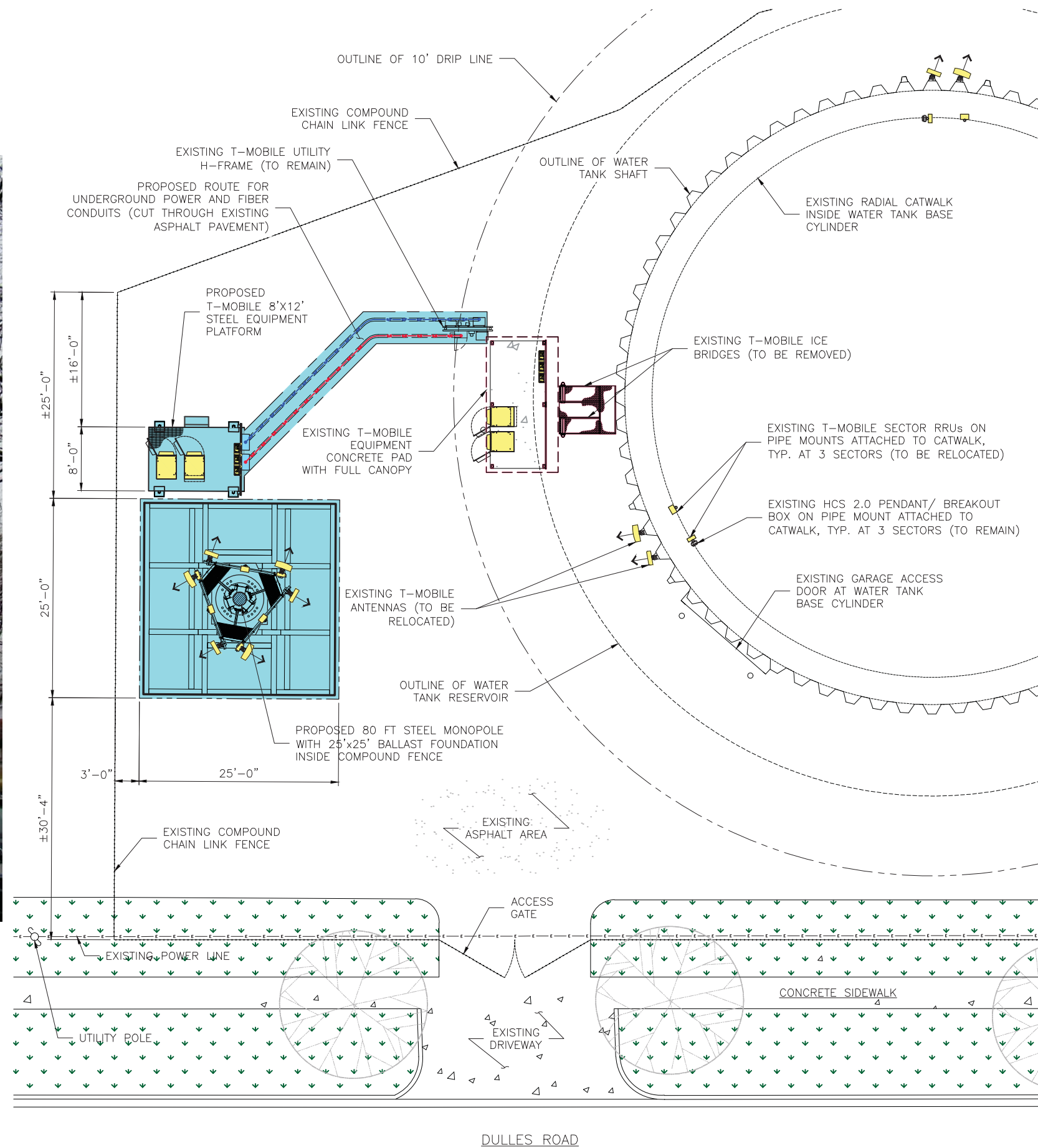
**City Council Action:** The Council voted on the first reading of the approving Ordinance Z-8-23 at the conclusion of the public hearing on April 17, and may approve, approve with modifications, or deny the amendments on second reading.

**Attachment**

Attachment 1: Select Drawings for a Temporary Commercial Mobile Radio and Wireless Telecommunication Facility at 712 Dulles Road (Site of City-Owned Water Tower)

**Ordinance Z-8-23**

# CH33172A MARKETPLACE WATER TANK TEMPORARY RELOCATION



**T-Mobile**

1400 OPUS PLACE, SUITE 700  
DOWNERS GROVE, IL 60515  
PHONE:  
FAX:

**KCS CORPORATION**  
CONSULTING ENGINEERS

1125 REMINGTON RD., SCHLAUMBURG, IL 60173  
PHONE: 847-490-8200; FAX: 847-490-8225  
www.kcscorp.com

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**PRELIMINARY  
NOT FOR  
CONSTRUCTION**

SIGNATURES: \_\_\_\_\_  
DATE: \_\_\_\_\_ EXPIRES: \_\_\_\_\_

|   |                   |        |
|---|-------------------|--------|
| A | ISSUED FOR REVIEW | 3/3/23 |
|---|-------------------|--------|

**CH33172A  
MARKETPLACE WATER TANK**

712 DULLES RD., DES PLAINES, IL 60016

Drawing Title:  
**OVERALL SITE PLAN**

|                        |                |
|------------------------|----------------|
| Project Number:        | Drawn by: NK   |
| Client Project Number: | Date:          |
| Scale:                 | Checked by: PA |
| Drawing Number:        | Date:          |
| <b>LE-1</b>            |                |

**1 OVERALL SITE PLAN**  
LE-1 SCALE: 1"=15' XREF

- PROJECT NOTES:**
- SITE PLAN WAS PREPARED USING GOOGLE EARTH & T-MOBILE CH33172A ANCHOR FCDs REV 2 DATED 12/21/2020.
  - PROPOSED EQUIPMENT & ANTENNA INSTALLATION IS CONTINGENT UPON PASSING STRUCTURAL ANALYSIS OF TEMPORARY TOWER.

**LEGEND:**

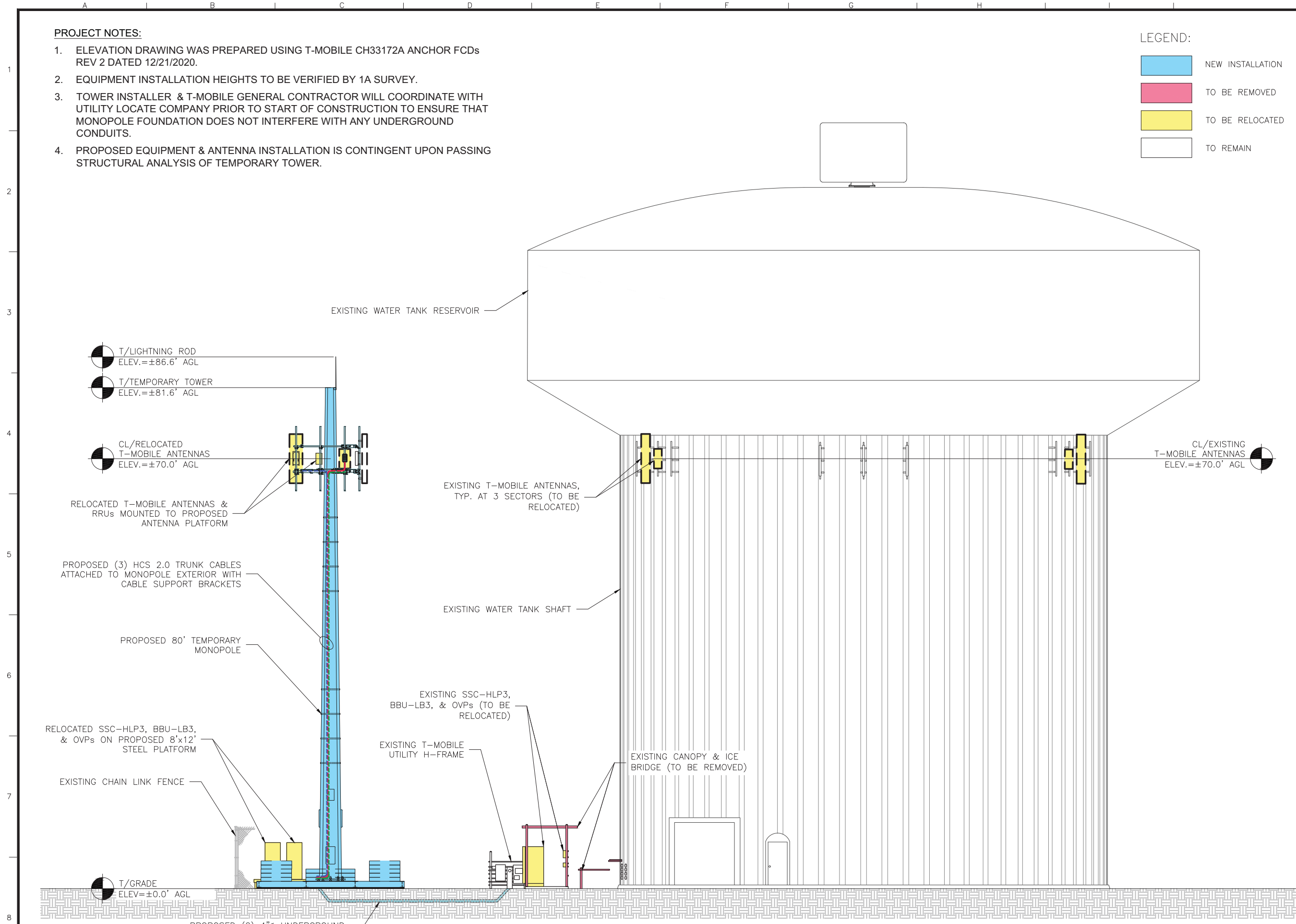
- NEW INSTALLATION
- TO BE REMOVED
- TO BE RELOCATED
- TO REMAIN

**PROJECT NOTES:**

- ELEVATION DRAWING WAS PREPARED USING T-MOBILE CH33172A ANCHOR FCDs REV 2 DATED 12/21/2020.
- EQUIPMENT INSTALLATION HEIGHTS TO BE VERIFIED BY 1A SURVEY.
- TOWER INSTALLER & T-MOBILE GENERAL CONTRACTOR WILL COORDINATE WITH UTILITY LOCATE COMPANY PRIOR TO START OF CONSTRUCTION TO ENSURE THAT MONOPOLE FOUNDATION DOES NOT INTERFERE WITH ANY UNDERGROUND CONDUITS.
- PROPOSED EQUIPMENT & ANTENNA INSTALLATION IS CONTINGENT UPON PASSING STRUCTURAL ANALYSIS OF TEMPORARY TOWER.

**LEGEND:**

- NEW INSTALLATION
- TO BE REMOVED
- TO BE RELOCATED
- TO REMAIN



① WEST ELEVATION (FACING EAST)  
LE-2 SCALE: #####

**T-Mobile**  
1400 OPUS PLACE, SUITE 700  
DOWNERS GROVE, IL 60515  
PHONE:  
FAX:

**KCS CORPORATION**  
CONSULTING ENGINEERS  
1125 REMINGTON RD., SCHAUMBURG, IL 60173  
PHONE: 847-490-8200; FAX: 847-490-8225  
www.kscorp.com

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PRELIMINARY  
NOT FOR  
CONSTRUCTION

SIGNATURES: \_\_\_\_\_  
DATE: \_\_\_\_\_ EXPIRES: \_\_\_\_\_

|   |                   |        |
|---|-------------------|--------|
| A | ISSUED FOR REVIEW | 3/3/23 |
|---|-------------------|--------|

**CH33172A  
MARKETPLACE WATER  
TANK**

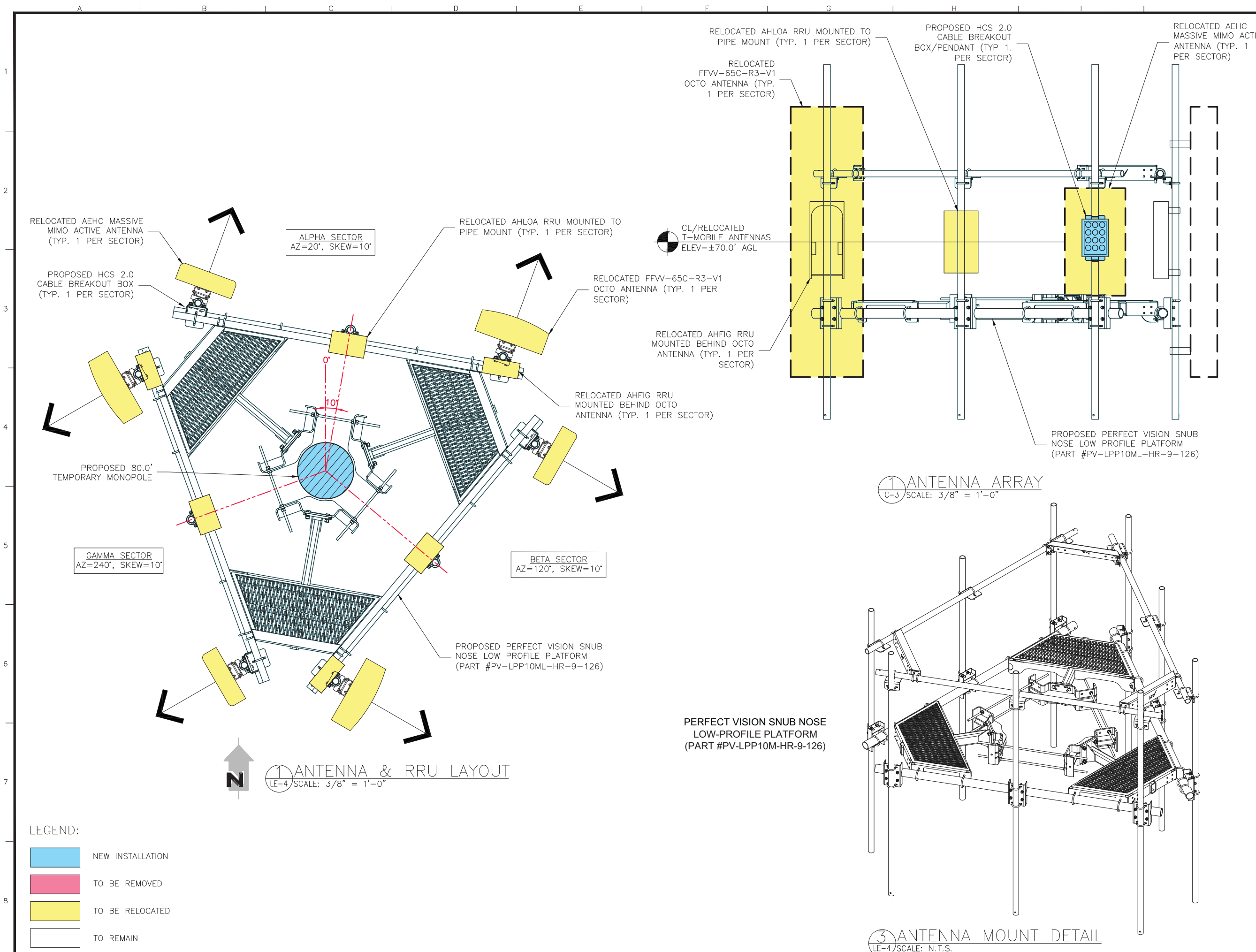
712 DULLES RD., DES PLAINES, IL 60016

Drawing Title:  
**ELEVATION**

|                        |                |
|------------------------|----------------|
| Project Number:        | Drawn by: NK   |
| Client Project Number: | Date:          |
| Scale:                 | Checked by: PA |
| Drawing Number:        | Date:          |

LE-2





**T-Mobile**

1400 OPUS PLACE, SUITE 700  
DOWNERS GROVE, IL 60515  
PHONE:  
FAX:

**KCS CORPORATION**  
CONSULTING ENGINEERS

1125 REMINGTON RD., SCHAUMBURG, IL 60173  
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**PRELIMINARY  
NOT FOR  
CONSTRUCTION**

SIGNATURES: \_\_\_\_\_  
DATE: \_\_\_\_\_ EXPIRES: \_\_\_\_\_

|   |                   |        |
|---|-------------------|--------|
| A | ISSUED FOR REVIEW | 3/3/23 |
|---|-------------------|--------|

**CH33172A  
MARKETPLACE WATER  
TANK**

712 DULLES RD., DES PLAINES, IL 60016

Drawing Title:  
**ANTENNA ARRAY,  
ANTENNA MOUNT  
DETAIL**

|                        |                |
|------------------------|----------------|
| Project Number:        | Drawn by: NK   |
| Client Project Number: | Checked by: PA |
| Scale:                 | Approved by:   |
| Drawing Number         | Date:          |
| <b>LE-4</b>            |                |

**CITY OF DES PLAINES**  
**ORDINANCE Z - 8 - 23**

**AN ORDINANCE AMENDING THE TEXT OF THE ZONING  
ORDINANCE OF THE CITY OF DES PLAINES  
REGARDING TEMPORARY COMMERCIAL MOBILE  
RADIO AND WIRELESS TELECOMMUNICATIONS  
SERVICE FACILITIES (CASE# 23-016-TA).**

---

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

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

**WHEREAS**, after a review of the Zoning Ordinance, City staff recommends amending the Zoning Ordinance to allow the temporary installation of commercial mobile radio and wireless telecommunications service facilities in all zoning districts as a temporary use on lots improved with an existing lawfully established commercial mobile radio and wireless telecommunications service facility, subject to certain conditions and restrictions ("**Proposed Amendments**");

**WHEREAS**, a public hearing by the City Council to consider the Proposed Text Amendments was duly advertised in the *Des Plaines Journal* on March 22, 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 Text 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 has complied with the provisions of Section 12-3-7 of the Zoning Ordinance.



**SECTION 3. COMMERCIAL MOBILE RADIO AND WIRELESS TELECOMMUNICATIONS SERVICE FACILITIES.** Section 12-8-5, titled “Commercial Mobile Radio and Wireless Telecommunications Service Facilities,” of Chapter 8, titled “Accessory, Temporary, and Specific Use Regulations,” of the Zoning Ordinance is hereby amended to read as follows:

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

Commercial mobile radio and wireless telecommunications service facilities shall meet the following requirements, **unless the facility is to be constructed and operated only for a temporary period, in which case Section 12-8-11 of this Code applies.**

\* \* \*

**SECTION 4. TEMPORARY USES.** Section 12-8-11, titled “Temporary Uses,” of Chapter 8, titled “Accessory, Temporary, and Specific Use Regulations,” of the Zoning Ordinance is hereby amended to read as follows:

**“12-8-11: TEMPORARY USES:**

\* \* \*

C. Temporary Uses Permitted:

\* \* \*

**13. Temporary Commercial Mobile Radio and Wireless Telecommunications Service Facilities:**

**a. Eligible Circumstances: The installation and use of one temporary commercial mobile radio and wireless telecommunications service facility is permitted only (i) on the same zoning lot where a lawfully established existing permanent commercial mobile radio and wireless telecommunications facility is located; (ii) where there is an additional, separate primary principal use; and (iii) when the temporary facility is necessary in order to maintain continuous operation and mobile radio and wireless telecommunications service during an active construction or maintenance project on the lot.**

**b. Certificate and Building Permit Required:**

**1. A zoning certificate issued by the City authorizing the**

temporary facility must be obtained prior to the construction or installation of a commercial mobile radio and wireless telecommunications service of a facility on an eligible zoning lot. The application for the zoning certificate must include a statement, signed by the applicant, acknowledging and agreeing to comply the regulations set forth in this Section 12-8-11.C.13 and agreeing to immediately remove and cease operating the temporary facility upon written notice from the City of any violation of these regulations.

2. All required building permits must be obtained prior to constructing or installing a temporary commercial mobile radio and wireless telecommunications service facility on an eligible zoning lot.

c. Duration: A temporary commercial mobile radio and wireless telecommunications service facility may be located on an eligible zoning lot for a maximum of three months, which period shall begin upon the final inspection and approval of the installation by the City Building Division. The temporary facility must be removed in its entirety by the end of the three-month period. The zoning administrator may grant one extension of no more than three months in order to allow the maintenance or construction project that necessitated the installation of the temporary installation to be diligently pursued to completion. Under no circumstances will a temporary commercial mobile radio and wireless telecommunications service facility be allowed to be installed for more than six months.

d. Location: A temporary commercial mobile radio and wireless telecommunications service facility must be positioned as close to the location of the permanent commercial mobile radio and wireless telecommunications service facility as possible.

e. Construction Requirements: A temporary commercial mobile radio and wireless telecommunications service facility must meet all of the requirements set forth in this subsection E of Section 12-8-5:

1. A freestanding temporary commercial mobile radio and wireless telecommunications service facility may not exceed 125 feet in height; and

2. A freestanding temporary commercial mobile radio and wireless telecommunications service facility may be located only on a zoning lot with a non-residential principal use.

f. Enforcement; Fines:

a. Violations: Except as otherwise provided in this Section, any violation of the provisions of this Section 12-8-11.C.13

will be enforced in accordance with Chapter 4 of this Code.

b. Fines: Any person convicted of violating this Section 12-8-11.C.13 will be subject to a fine of \$1,500 per offense. Each day that a violation is permitted to exist after notice of the violation constitutes a separate offense.

\* \* \*

**SECTION 5. SEVERABILITY.** If any paragraph, section, clause or provision of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

**SECTION 6. EFFECTIVE DATE.** This Ordinance shall be 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 Zoning Ordinance Regarding Temporary Commercial Mobile Radio and Wireless Telecommunications Service Facilities



**POLICE DEPARTMENT**

1418 Miner Street  
 Des Plaines, IL 60016  
 P: 847.391.5400  
 desplaines.org

**MEMORANDUM**

Date: April 17, 2023  
 To: Michael G. Bartholomew, City Manager  
 From: David Anderson, Chief of Police *DA*  
 Subject: Upgrade Administrative Hearing/Parking Ticket Program

**Issue:** The police department’s current administrative hearing/parking ticket program does not allow online payment or e-ticketing and is out of date. This program needs to be updated to continue to function into the future.

**Analysis:** The City of Des Plaines has been using the Dacra Administrative Hearing/Parking Ticket program for over 18 years. The program is used to track all parking and compliance tickets issued in the City of Des Plaines and manages the Administrative Hearing program. The current program has functioned well for the city; however, it is a Microsoft Access based program that can no longer meet the needs of the city.

The current sole source vender for the Dacra Municipal Enforcement System is Dacra Tech, LLC from Deerfield, Illinois. After discussions with Dara Tech, we found that there have been numerous updates to the program since we purchased it. Some of the biggest benefits of the upgraded software is the program would be completely web-based and would no longer require the old access program. Darca Tech, LLC now uses a software as a service (SaaS) model and is responsible for hosting the application. The system comes complete with e-ticketing for parking, compliance, and state moving violations. Finally, the city will be able to start collecting online payments for all parking and compliance citations that are issued. The software upgrade will give the city the ability to not only track parking/compliance tickets and manage the administrative hearing process but will also allow our department to manage and track abandoned autos while assisting with the associated paperwork. Below is a breakdown of costs for the 3-year agreement.

| ITEM   | Year 1 - 2023-2024 | Year 2 - 2024-2025 | Year 3 - 2025-2026 |
|--|--------------------|--------------------|--------------------|
| Service Set-up Fee                           | \$6,500            | \$0                | \$0                |
| Annual Licensing Fee                         | \$39,000           | \$39,000           | \$39,000           |
| Creation of ERP Interface with Logos         | \$5,000            | \$0                | \$0                |
| Annual Maintenance of Interface with Logos   | \$1,200            | \$1,200            | \$1,200            |
| <b>Annual Total</b>                          | <b>\$51,700</b>    | <b>\$40,200</b>    | <b>\$40,200</b>    |
| <b>3 YEAR AGREEMENT TOTAL - \$132,100.00</b> |                    |                    |                    |

**Recommendation:** I recommend that the City Council approve the Dacra Municipal Enforcement System 3-year software licensing agreement from Dacra Tech, LLC, 707 Osterman Ave, Unit 1693, Deerfield, IL 60015 in the amount not to exceed \$132,100.00 – Police Support Services - Computer Software (100-60-630-0000.8000).

**Attachments**

Resolution R-92-23

Exhibit A –Dacra Tech, LLC – 3 Year Master Software Licensing Agreement

CITY OF DES PLAINES

RESOLUTION R - 92 - 23

**A RESOLUTION APPROVING A LICENSING AGREEMENT WITH DACRA TECH LLC. FOR DACRA MUNICIPAL ENFORCEMENT SOFTWARE.**

**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 identified the need to procure software to assist in the management of the City’s administrative hearing parking and compliance ticket program; and

**WHEREAS**, the City reviewed the available software systems and determined that Dacra Municipal Enforcement Software (“*Software*”) best meets the City’s needs; and

**WHEREAS**, in accordance with Chapter 10 of Title 1 of the City Code of the City of Des Plaines and the City’s purchasing policy, the City has determined that competitive bidding is not required for the procurement of the Software because Dacra Tech, LLC (“*Vendor*”) is the sole source provider of Software; and

**WHEREAS**, the City requested and Vendor submitted a proposal for a 3-year licensing agreement for the Software in the not-to-exceed amount of \$132,100; and

**WHEREAS**, the City desires to enter into a licensing agreement for the Software from Vendor in the not-to-exceed amount of \$132,100 (“*Agreement*”); and

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

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

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

**SECTION 2: APPROVAL OF AGREEMENT.** The City Council approves the Agreement with Vendor in the total not-to-exceed amount of \$132,100, substantially in the form attached to this Resolution as **Exhibit A**, and in a final form approved by the City Manager and General Counsel.

**SECTION 3: EXECUTION.** The City Manager and City Clerk are authorized and directed to execute 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**



## DACRA TECH LLC MASTER SOFTWARE LICENSING AGREEMENT

This MASTER SOFTWARE LICENSING AGREEMENT (this “**Agreement**”) is dated \_\_\_\_\_ (the “**Effective Date**”) by and between Dacra Adjudication Systems, LLC d/b/a Dacra Tech, LLC, a Delaware limited liability company, (“**Dacra**”), and City of Des Plaines, (the “**Municipality**”), and together with DACRA collectively, the “**parties**”).

### RECITALS

WHEREAS, Dacra is engaged in the business of developing, managing and deploying municipal software applications, including but not limited to, a flagship citation issuance and adjudication system as well as other software tools and services including, e-Citation, Adjudication, Tow Management, and Fine Payment Processes; and

WHEREAS, the Municipality desires to utilize certain services of Dacra under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the covenants and conditions set forth in this Agreement and in consideration for the use of the Services by the Municipality;

### AGREEMENT

1. Standard Terms and Conditions. The parties hereby incorporate by reference into this Agreement the foregoing recitals as well as the Master Terms and Conditions as set forth within **Exhibit A** (the “**Master Terms and Conditions**”).

2. Services. The Municipality hereby retains certain software services from Dacra as set forth within **Exhibit B** (the “**Services**”).

3. Pricing. In exchange for the use of the Services hereunder, Municipality will be billed Fees as set forth within **Exhibit C** (the “**Fees**”).

4. Term. The term of this Agreement (the “**Term**”) shall be three (3) years and shall commence on the Effective Date. This Term of this Agreement shall automatically renew for successive periods of one (1) year, unless either party serves written notice to the other a minimum of 60 days prior to the end of the relevant term then in effect. Dacra will notify Municipality of new pricing for any renewal term at least 120 days before the end of the then current term.

5. Notices. Any notices or communications required or permitted to be given by this Agreement must be given in writing and personally delivered; or mailed by prepaid, certified mail, or courier; or transmitted by electronic mail transmission (including PDF) to whom such notice or communication is directed, to the mailing address or regularly monitored electronic mail address of such party as follows:

If to the Municipality:

City of Des Plaines  
Attention: Timothy Doherty  
1420 Miner Street  
Des Plaines, IL., 60016  
Email: tdoherty@desplaines.org

If to Dacra:

Dacra Tech, LLC  
Attention: Dave Braner, CEO  
707 Osterman Ave., Unit 1693  
Deerfield, IL. 60015  
Email: dave.braner@dacratech.com

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

**Dacra Tech, LLC**  
a Delaware limited liability company

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

Name (print):

Title:

Date:

**City of Des Plaines**  
an Illinois municipal corporation

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

Name:

Title:

Date

[Signature page to Master Software Licensing Agreement]

**EXHIBIT A**  
**MASTER TERMS AND CONDITIONS**

Municipality is hereby granted during the Term of this Agreement, a nonexclusive, non-assignable, royalty free, limited license (the “**License**”) to use the Services (including access to any software owned by Dacra as encompassed within the Services) solely for the Municipality’s ordinance and code compliance purposes and subject to the terms of the Agreement.

**A. Third-Party Agreements**

Municipality hereby agrees that it may be required to enter into one or more additional contracts at the sole expense of Municipality with one or more third-party vendors in order to use and/or maximize some features of the software provided by Dacra such as the Municipality’s online payment processor or the Municipality’s collection agency.

**B. Data**

Municipality at all times will retain sole ownership of its Municipal Data. The term “**Municipal Data**” refers to all citation and hearing data collected on behalf of the Municipality with respect to the Services. Dacra at all times retains the right and license during the Term to access the Municipal Data and to grant certain identified third parties access to the Municipal Data only as necessary in order to use and/or maximize some features of the software provided by Dacra such as the Municipality’s online payment processor or the Municipality’s collection agency.

**C. Dacra’s Intellectual Property**

Dacra or its licensors retain all ownership and Intellectual Property Rights in and to the Services, including any software, algorithms, programs, tools, code or instrumentalities encompassed therein in any manner and/or relating to the Services as utilized by the Municipality. Additionally, Dacra retains all ownership and Intellectual Property Rights to anything (including without limitation software and written product) delivered under the Agreement, including any future developments thereof, regardless of whether any Municipal employees or agents, had any input or in any way assisted in any such new development. Municipality hereby acknowledges that it may not:

- (i) Allow access to the Services available in any manner to any third-party or for any purpose not authorized by this Agreement unless such access is expressly permitted in writing by Dacra;
- (ii) Copy, reproduce, distribute, republish, download, display, post or transmit in any form or by any means, any materials provide by Dacra; and
- (iii) Modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Services (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs).

As utilized herein, the phrase “**Intellectual Property Rights**” shall include, without limitation, all patent, trademark, trade secret and copyrights relating in whole or in part to the Services and whether such right arises by registration with the United States Patent & Trademark Office (the “USPTO”), through the United States Library of Congress, with any state or municipal body and/or arising by common law or statute, including without limitation the Illinois Trade Secrets Act, 765 ILCS 1065 et seq or the Defend Trade Secrets Act of 2016.

**D. Further Assurances**

Municipality further agrees to reasonably cooperate, upon request by Dacra, as may be reasonably necessary to effectuate the intent of the parties to this Agreement in accordance with the terms of this paragraph D, including, without limitation, a future assignment of Intellectual Property Rights.

### **E. Pricing and Billing**

The Fee set forth in the Agreement will remain fixed during the Term absent a written amendment signed by the parties. For any partial month during the Term, the Fees shall be prorated based on the number of days that the Services were provided for such month. Dacra may audit Municipality's use of the Services. Municipality hereby agrees to cooperate with Dacra's audit and provide reasonable assistance and access to information. All payments shall be made in accordance with the Illinois Local Government prompt Payment Act (50 ILCS 505/1-9).

### **F. Termination**

Dacra may immediately suspend the License in the event Municipality fails to pay any sums due Dacra under the Agreement within ten (10) days after written notice from Dacra of the payment default. Either party to this Agreement may terminate the Agreement in the event of a breach of this Agreement by the other party which is not cured within 10 days of written notice thereof. In the event of such termination by Dacra, Municipality agrees to pay all undisputed fees due Dacra which accrue or are incurred prior to the termination of the Agreement.

### **G. Limitation of Liability**

TO THE EXTENT NOT PROHIBITED BY LAW, DACRA HEREBY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS. THE PARTIES AGREE THAT DACRA'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THE SERVICES, OR THE AGREEMENT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE GREATER OF: (A) THE TOTAL AMOUNTS ACTUALLY PAID TO DACRA FOR THE SERVICES IN THE 24 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM; OR (B) SUCH AMOUNT OF CLAIMED DAMAGES THAT ARE ACTUALLY COVERED AND PAID IN FULL BY AN INSURANCE CARRIER PROVIDING INSURANCE TO DACRA UNDER THE TERMS OF A POLICY OF INSURANCE CARRIED BY DACRA AS REQUIRED UNDER THE TERMS OF THE AGREEMENT, (THE "**LIMITATION OF LIABILITY**"). MUNICIPALITY HEREBY ACKNOWLEDGES THAT DACRA DOES NOT GUARANTEE THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED.

### **H. Other**

- (i) Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment relationship between the parties, nor shall either party have the right, power, or authority to create any obligation or duty, express or implied, on behalf of the other.
- (ii) Upon the full execution of this Agreement, all prior agreements, if any, shall terminate and be of no further force and effect, and shall be superseded and replaced in their entirety by this Agreement.
- (iii) Neither party may assign this Agreement without the other party's prior written consent, which will not be unreasonably withheld.

- (iv) Municipality shall obtain at its sole expense any rights and consents from third-parties necessary for and identified by Dacra and its subcontractors to perform the Services under the Agreement.
- (v) The Agreement is governed by the substantive and procedural laws of Illinois. All disputes shall be resolved solely in the Circuit Court of Cook County, Illinois.
- (vi) Except for actions for nonpayment or breach of Dacra's proprietary rights, no action, regardless of form, arising out of or relating to the Agreement may be brought by either party more than two years after the cause of action has accrued.
- (vii) Neither party to this Agreement shall be responsible for failure or delay of performance if caused by: an act of war, hostility, pandemic, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated party.
- (viii) This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and each of which together shall constitute a single instrument. Copies of this Agreement (as well as any documents related to this Agreement) signed and transmitted by a party by electronic transmission shall be deemed for all purposes as containing the original signature of the transmitting party and legally binding upon such transmitting party.
- (ix) Dacra may publish that the Municipality utilizes one or more Services of Dacra only upon prior written consent of the Municipality.

#### **I. Maintenance and Support**

Dacra shall provide the following maintenance and support as a component of the Services using guidelines, structures, and materials meeting the following criteria:

- (i) **Training.** As part of the start-up and implementation phase of the delivered Services, all users will be trained on the use of the Services through a combination of in-person and/or webinars and recorded training video sessions for all users not able to participate in the initial training sessions. Additional training provided beyond the start-up phase will be quoted and agreed to in writing.
  - (ii) **Support.** Dacra shall provide access to live support to a designated user of Municipality available via e-mail or phone during Dacra's normal business hours. The Dacra support team will be fluent in the functionality of the system.
  - (iii) **Exclusions.** Dacra updates the Service on an as needed basis from time-to-time to implement bug fixes, if any, and enhanced functionality to the existing Service such as additional reporting and enhanced user interface. Notwithstanding the foregoing, all provision and maintenance of hardware and software, including but not limited to laptop computers, desktop computers, printers, modems & routers and software to operate the hardware such as operating systems, and browsers [Google Chrome, Microsoft Edge, IOS] necessary to run the Service, are the sole cost and responsibility of Municipality.
1. **Continuity of Service.** Dacra, as part of its commitment to the continuity of the Services, shall maintain the following service level that details the minimum customer support standards to be followed for issues, both major and minor, as well as, any modifications made to the Service from

time-to-time. As part of the Service, Dacra will create an alert email distribution group for use by the Municipality to send notification of issues as they arise. Municipality may also contact Dacra via phone.

Dacra will respond to Municipality initiated issues in accordance with the following levels:

- (i) MAJOR - The Service is down or precludes the Municipality from successful operation of the total system and requires immediate attention (the “Downtime”) (for example, the Municipality is unable to connect, via an approved internet browser, to the Service).
  - (ii) MINOR - A minor issue exists with the Service, but the majority of the functions are still usable, and some circumvention may be required to provide service (for example, subcommand gives an incorrect response). Also includes minor issues or questions that do not affect the Service function (for example, the text of a message is worded poorly or misspelled).
2. Uptime Initiative. Dacra shall make reasonable efforts to maintain the Services such that the Services will be operational and accessible by the Municipality’s users a minimum of 99% of the time, not including maintenance which will be scheduled with Municipality in advance and will be kept to an absolute minimum.

#### **J. Insurance Requirements**

Dacra shall maintain during the entire term of the Contract, the following insurance coverages:

- (i) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be \$2,000,000 per project.
- (ii) Professional Liability: \$1,000,000 single limit for errors and omissions, professional / malpractice liability.
- (iii) Worker’s Compensation and Employers’ Liability: As required by Illinois law.
- (iv) Umbrella Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

**K. Confidential Information.** In the performance of this Agreement, Dacra may have access to or receive certain information in the possession of the Municipality that is not generally known to members of the public (“**Confidential Information**”). Confidential Information includes, without limitation, proprietary information, copyrighted material, personal or private data of every kin, financial information, health records and information, maps, and all other information of a personal nature. Dacra must not use or disclose any Confidential Information without the prior written consent of the Municipality. If Dacra has any doubt about the confidentiality of any information, then Dacra must seek a determination from the Municipality regarding the confidentiality of the information. Dacra and all of its personnel and subcontractors must make and apply all safeguards necessary to prevent the improper use or disclosure of any Confidential Information. At the expiration or termination of this Agreement, Dacra must promptly cease using, and must return or destroy (and certify in writing destruction of), all Confidential Information, including all copies, whether physical or in any other form, in its possession. Dacra may not transfer to, store in, or otherwise allow work product containing Confidential Information to be located in any location, whether physical or digital, not under the control of Dacra. If Dacra is required, by any government authority or court of competent jurisdiction, to disclose any Confidential information, Dacra must immediately give

notice to the Municipality with the understanding that the Municipality will have the opportunity to contest the process by any means available to it prior to submission of any documents to a court or other third party. Dacra must cause all of its personnel and subcontractors to undertake and abide by the same obligations regarding Confidential Information as Dacra.

**L. Freedom of Information Act and Local Records Act.** Dacra acknowledges that this Agreement, all documents submitted to the Municipality related to this Agreement, and records in the possession of Dacra related to this Agreement or the Services may be a matter of public record and may be subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, and any other comparable state or federal laws now existing or adopted later (collectively, the “**Disclosure Laws**”). In the event that the Municipality requests records from Dacra, Dacra shall promptly cooperate with the Municipality to enable the Municipality to meet all of its obligations under the applicable Disclosure Law. Dacra acknowledges and agrees that the determination as to whether information in the records is exempt from disclosure or should be released to the public will be made by the Municipality in its sole and absolute discretion.

**M. Injunctive Relief.** In the event of a breach or threatened breach of this Section 5, the Municipality may suffer irreparable injury not compensable by money damages and would not have an adequate remedy at law. Accordingly, Dacra agrees that the Municipality will be entitled to seek immediate injunctive relief to prevent or curtail any breach, threatened or actual. The rights provided under this Section 5.D are in addition and without prejudice to any rights that the Municipality may have in equity, by law or statute. Dacra will fully cooperate with the Municipality in identifying the scope of any improper use or dissemination of data protected by this Section 5 and will assist the Municipality in any notification efforts required by law.

**N.** Dacra warrants that the Services will be performed in accordance with the highest standards of professional practice, care, skill, and diligence practiced by recognized consulting firms or licensed and accredited professionals in performing services of a similar nature. This warranty is in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are reserved unto the Municipality. Any of the Services required by law or by this Agreement to be performed by licensed professionals will be performed by professionals licensed by the State of Illinois to practice in the applicable professional discipline.

**O. Dacra’s Ability to Perform.** represents that it is financially solvent, has the necessary financial resources, has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Services in accordance with this Agreement and in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

**P. Authorization.** The execution, delivery and performance by Dacra of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its organizational documents, as amended and supplemented, any of the applicable requirements of law, or constitute a breach of or default under, or require any consent under, any agreement, instrument, or document to which Dacra is now a party or by which Dacra is now or may become bound.

**Q. Company Background.** The information disclosed by Dacra regarding its corporate structure, financial condition, expertise, and experience is true and correct. Dacra will promptly notify Municipality in writing of any material change to or about Dacra, including without limitation to change in ownership or control, and any change will be subject to Municipality approval which will not be unreasonably withheld.

**R. Conflict of Interest.** Dacra represents and certifies that, to the best of its knowledge: (1) no Municipality employee, official, or agent has an interest in the business of Dacra or this Agreement; (2) as of the date of this Agreement, neither Dacra nor any person employed or associated with Dacra has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and

(3) neither Dacra nor any person employed by or associated with Dacra will at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

S. **No Collusion.** Dacra represents and certifies that Dacra is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Dacra is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 2012, 720 ILCS 5/33E-1 et seq. Dacra represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Municipality prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it is found that Dacra has, in procuring this Agreement, colluded with any other person, firm, or corporation, then Dacra will be liable to the Municipality for all loss or damage that the Municipality may suffer, and this Agreement will, at the Municipality's option, be null and void.

T. **Sexual Harassment Policy.** Dacra certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

U. **No Default.** Dacra is not in arrears to the Municipality under any debt or contract and is not in default as surety, contractor, or otherwise to any person, unless as disclosed the Municipality in writing.

V. **No Legal Actions Preventing Performance.** As of the Effective Date, Dacra has no knowledge of any action, suit, proceeding, claim or investigation pending or to its knowledge threatened against Dacra in any court, or by or before any federal, state, municipal, or governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, would materially affect Dacra's ability to perform its obligation under this Agreement.

W. **Patriot Act Compliance.** Dacra represents and warrants to the Municipality that neither Dacra nor any of its principals, shareholders, or other employees or officials (collectively "Personnel") is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. Dacra further represents and warrants that Dacra and its Personnel are not directly or indirectly engaged in or facilitating transactions related to this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. Dacra must, and will, defend, indemnify, and hold harmless the Municipality and its officials, officers, authorities, and all Municipality elected or appointed officials, officers, employees, agents, representatives, and attorneys from and against every claim, damage, loss, risk, liability, and expense (including attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this Section 7.I.

X. **Indemnification.** Dacra agrees to, and does hereby, hold harmless and indemnify the Municipality and all Municipality elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of those parties in connection with this Agreement or Dacra's performance, or failure to perform, all or any part of the Services; provided, however, that this indemnity does not, and will not, apply to willful misconduct or gross negligence on the part of the Municipality.

Y. **No Personal Liability.** No elected or appointed official, or employee of the Municipality will be personally liable, in law or in contract, to Dacra as the result of the execution and performance of this Agreement.



## EXHIBIT B

### SERVICES REQUESTED BY MUNICIPALITY

The Dacra Services included in this Agreement are the Municipal Enforcement Adjudication Module, Mobile State & Municipal e-Citation Module, and Police Patrol Module which will be deployed to the Municipality with the functionality stated hereunder.

### **DACRA MUNICIPAL ENFORCEMENT SYSTEM FEATURES** **January 31, 2023**

Dacra streamlines the complicated local violation enforcement processes for counties and municipalities, from police, fire, health, and code enforcement, to building and zoning, and more. Dacra is a web-based unified e-citation and administrative adjudication management system which helps you effortlessly manage your violations, from complaint to collections while protecting and increasing violator's due process rights. The following features are available with the Dacra Municipal Enforcement System:

#### **Dacra System Architecture and Security**

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- **Architecture**
  - Web-based platform that works on standard hardware
  - .NET stack with SQL back end separated from the front end via entity framework services
  - Bi-directional sync data integration with IUCS LEADER
  - JSON APIs available as well as numerous government and public safety software system integrations
  
- **Security**
  - Dacra is hosted in Azure Government Cloud, a restricted cloud dedicated to government services. Azure Government Cloud provides the highest level of security and compliance to include SOC2, PCI, ISO, etc.
  - Criminal Justice Information Services (CJIS) compliant
  - Single Sign On (SSO) authentication available
  - Extensive citation auditing features, tracks changes to a citation after it has been issued, recording both original and changed values, the logged in user, and date and time of any change
  
- **Hardware Required**
  - Requires Google Chrome/ Microsoft Edge access
  - Windows based devices required is utilizing LEADS integrated
  - iPads preferred for handheld ticketing
  - Compatible with either 4" or 8 ½" Printers

#### **Municipal Enforcement Adjudication Module**

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- **Municipal Enforcement Citation Tools:** Create local ordinance administrative adjudication cases easily with features customized for the following:
  - Local Ordinance/Compliance/Animal/Building Code Ticketing
  - "3-Click" Parking Ticketing
  - Unpaid Utility/Ambulance Fee Violations
  - Citation Auditing and Expungement Tools
  
- **Complete Hearing Management Tools:** Efficiently manage violation notices, unified administrative hearings, and final determination notices with features such as:
  - Variable Hearing Notices by Department
  - Multiple Concerned Party Notification
  - Hearing Room Management and FDO Issuance
  - Batch Process Hearing Officer Tools

- **Extensive Fine Tracking and Payment Tools:** Dacra automatically monitors unpaid citations and escalates fines accordingly. Along the way fines can be paid through a variety of in-person and online tools and integrations.
  - Complex Fine Structure Tracking
  - Online Payments with Partial Payment Capability

## Mobile State and Municipal E-Citation Module

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- **State of Illinois E-Citations:**
  - Issue and print Illinois citations, updated to Administrative Office of Illinois Courts standards:
    - Illinois AOIC Compliant Electronic Uniform Citation
    - Illinois AOIC Compliant Electronic Overweight Citation
    - Illinois AOIC Compliant Electronic Civil Law Citation
    - Cook County “Y” Citation Format
  - Electronic County Transmittal via IUCS Leader Courts
  - County Citation Transmittal Forms for Select Circuit Courts
- **Mobile Municipal Enforcement Adjudication Citation Tools:**
  - Issue and print local ordinance citations:
    - Parking Citations – Multiple entry methods to speed parking citation issuance
    - Animal – Track animal specific information with violator history available
    - Compliance Violations – Department specific ordinance compliance citations
    - Tow Ticketing – Issue administrative tow seizure and hearing notices
    - Legacy Tickets – Historical citation data can be imported for violation payment
- **CAD LEADS Integration:** Dacra integrates with your CAD vendor to allow citation auto-population of driver and vehicle data from the Dacra LEADS queue.
- **Additional Citation Features:**
  - Easily create additional “companion” violations for the same violator with one click
  - Agency defined mandatory field completion
  - Statute/Ordinance “Easy Search” Functionality
  - Offense location and respondent GPS mapping tools
  - Citation digital evidence record storage
  - Extensive citation data analytics and mapping capability
- **Illinois TSS/RP and Pedestrian Stop Data Collection:**
  - Easily collect traffic stop data to reduce entry time and generate Illinois S.O.S Reports for uploading.
  - Collect the requisite data and generate a pedestrian stop receipt as required within Illinois.
- **Violator History Reports:**
  - Citation and warning history summary displayed to issuing officer with ability to investigate detail with one click.
  - Effectively manage expungements for violations as required by state and local rules.
- **Hand-Held Ticketing:**
  - Dacra’s “3 Click” Parking Ticket feature provides the industry’s fastest way to accurately issue a parking violation via tablets complete with photo evidence.

## Police Patrol Management Module

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- **Towed Vehicle Management Tools**
  - **Abandoned Vehicle Tracking:** Identify and track abandoned vehicles with required notices and follow-up reports.

- **Police Tow and Impound Inventory Management:** Creates and processes tow receipts, vehicle search record, concerned party notices, tow yard inventory audit logs, and Certificates of Purchase management.
  - **Administrative Tows:** Dacra manages tow and violation data from the issuance of the seizure/administrative hold, through payment, and into the hearing, ensuring violator due process and reducing department risk.
  - **Tow Holds:** Tow “holds” can be applied to a vehicle, restricting the release of that vehicle until the investigative, insurance, DUI and other such holds are removed.
- **Officer Docs:** Store, issue, and print single use documents needed for the police patrol environment from the squad.
  - **Crime Prevention Notices:** Customize, issue, and track Crime Prevention Notices to communicate areas of concern to residents. Extract data later to send notices to residents that need to be aware of community concerns.

### **DACRA 3<sup>rd</sup> Party Integrations**

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- **API/Interface Set-Up and Configuration:** Dacra custom integrations will provide omni-directional or bi-directional interfaces to 3<sup>rd</sup> party vendors to increase the efficiency of the System. The functionality is defined hereunder with associated pricing defined in **Exhibit C**.
- **Dacra to New World Logos Integration** – The Dacra integration with New World Logos will push certain citation data to New World Logos for the purpose of taking payments on active citations. The integration will also pull payment information daily from Logos New World to Dacra to update citation and docket status.
  - The City of DesPlaines is responsible for establishing an active VPN between Dacra and Des Plaines, setting up SQL Linked servers, and fully testing the integration.

**EXHIBIT C**  
**FEES PAID BY MUNICIPALITY**

In exchange for the use of the Dacra Services included in **Exhibit B**, Municipality will pay Fees including a Service Set-Up-Fee, Monthly Service Fee, and applicable Integration Fee(s) hereunder:

- A. Service Set-Up Fee: In exchange for the set-up and configuration of the Services, and upon execution of this Agreement, the Municipality will pay a \$6,500 fee.
- B. Monthly Service Fee: In exchange for the monthly use of the Services defined in **Exhibit B**, and upon execution of this agreement, Municipality will be billed a Monthly Service Fee calculated by totaling the below Monthly Licensing Fee for the modules licensed and the Monthly Usage Fee for citations issued that month:

| <b>Monthly Service Fee = Monthly Licensing Fee + Monthly Usage Fee</b>                  | <b>Monthly Service Fee</b> |
|---|----------------------------|
| <b>Monthly Licensing Fee</b> – Adjudication, e-Citation, and Police Patrol Modules      |                            |
| - Year 1 – Contract Execution – June 30, 2026   | \$3,250                    |
| <b>Monthly Usage Fee</b> – Calculated by totaling fees for citations issued that month: |                            |
| - Adjudication Citations Issued That Month – 1,000 included at no cost                  | \$3 each                   |
| - State Citations Issued That Month – 1,000 included at no cost                         | \$1 each                   |

- C. Integration Fee(s): In exchange for development, configuration, and maintenance of the custom APIs and interfaces defined in **Exhibit B** the Municipality will be billed upon go-live of the interface, with monthly maintenance billed in conjunction with the Monthly Service Fee:

| <b>Interface</b>                        | <b>One-Time Fee</b> | <b>Monthly Maintenance Fee</b> |
|---|---------------------|--------------------------------|
| CAD/LEADS Interface with Central Square | Waived              | Waived                         |
| Web-Pay Interface with Dacra’s VPC      | Waived              | Waived                         |
| Finance / ERP Interface with LOGOS      | \$5,000             | \$100                          |



COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: April 20, 2023

To: Michael G. Bartholomew, City Manager

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

Cc: Tim Oakley, Director of Public Works and Engineering  
Jon Duddles, Assistant Director of Public Works and Engineering/City Engineer

Subject: Approve Dedication of Portion of Private Property at 2294 Westview Drive (5<sup>th</sup> Ward)

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**Issue:** The property owner at 2294 Westview Drive is requesting the City Council's approval and acceptance of an approximately 2,638-square-foot portion of the subject property to become public right of way.

**Analysis:** Located along the west side of Westview Avenue, just north of Touhy Avenue, the property encompasses 0.42 acres. The owner constructed a new single-family detached home, but the property line currently extends to the centerline of Westview. To allow for City jurisdiction over the public sidewalk, parkway, and curb, the Department of Public Works and Engineering proposes the City acquire this portion of the property as public right-of-way.

**City Council Action:** The City Council has the authority to approve a Plat of Dedication and to accept the dedication portion of the subject property to become public right of way.

**Resolution R-93-23**

Exhibit A: Plat of Dedication

**CITY OF DES PLAINES**

**RESOLUTION R - 93 - 23**

**A RESOLUTION APPROVING A PLAT OF DEDICATION REGARDING A PORTION OF PRIVATE PROPERTY AT 2294 WESTVIEW DRIVE.**

**WHEREAS**, Irene Heldak (“*Owner*”) is the current owner of the unimproved parcel real property commonly known as 2294 Westview Drive, Des Plaines, Illinois (“*Subject Property*”); and

**WHEREAS**, the eastern 33 feet of the Subject Property is improved with the Westview Drive roadway and associated sidewalk and curb; and

**WHEREAS**, in order to provide the City with jurisdiction over the right-of-way, sidewalk, and curb, the Owner desires to dedicate and the City desires to accept the 2,638-square-foot portion of the Subject Property currently occupied with right-of-way to the City of Des Plaines for public right-of-way purposes (“*Proposed Dedication*”); and

**WHEREAS**, the Owner has submitted a plat of dedication for the Proposed Dedication (“*Plat of Dedication*”); and

**WHEREAS**, the City Council has determined that it is in the best interest of the City and the public to approve the Plat of Dedication;

**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 PLAT OF DEDICATION.** The City Council hereby approves the Plat of Dedication, prepared by Geopool Engineering Inc., consisting of one sheet, with a latest revision date of January 21, 2023, attached to and, by this reference, made a part of this Resolution as **Exhibit A**.

**SECTION 3: EXECUTION; RECORDATION.** The Mayor and City Clerk are hereby authorized and directed to execute and, if applicable, seal, on behalf of the City, the Plat of Dedication and cause the Plat of Dedication to be recorded with the office of the Cook County Clerk.

**SECTION 4: EFFECTIVE DATE.** This Ordinance shall be in full force and effect only upon its passage, approval, and publication in the manner provided by law; and

**[SIGNATURE PAGE FOLLOWS]**

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

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

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

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**MAYOR**

ATTEST:

Approved as to form:

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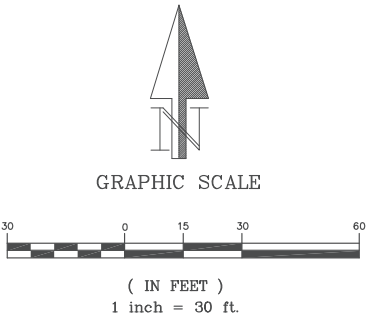
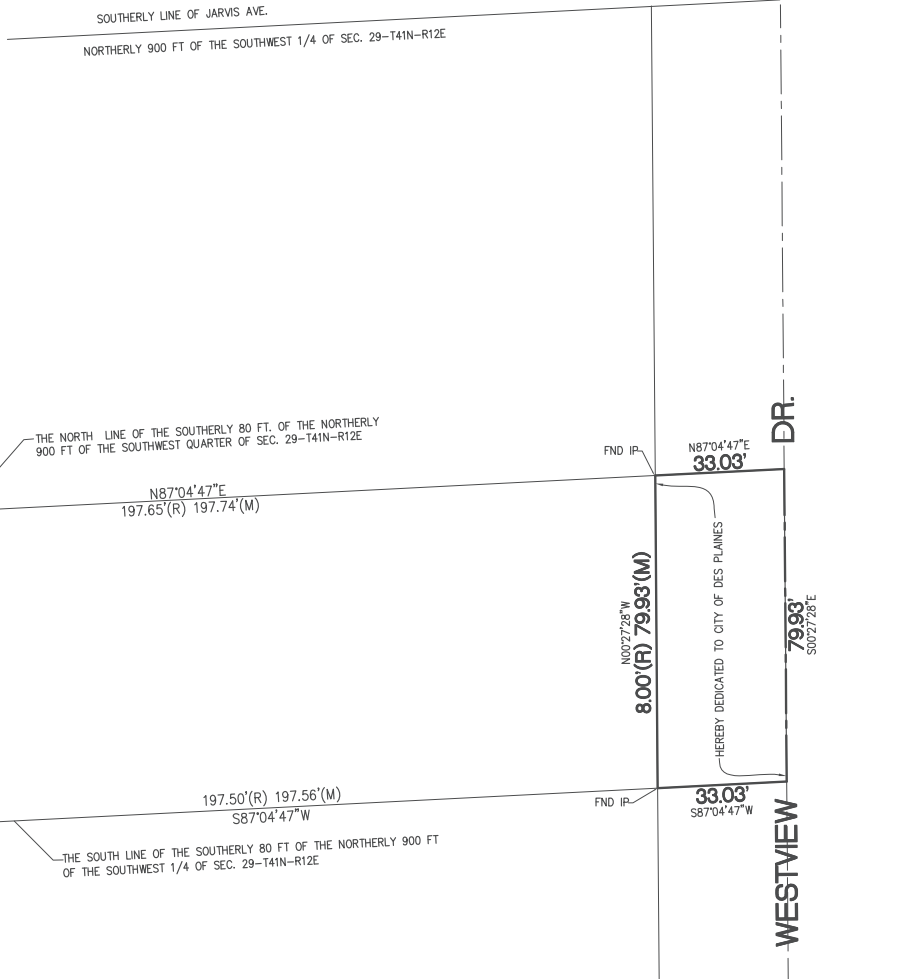
**CITY CLERK**

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**Peter M. Friedman, General Counsel**

# PLAT OF DEDICATION OF

THE WEST 33 FEET OF THE THE SOUTHERLY 80 FEET OF THE NORTHERLY 900 FEET OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE EASTERLY 1100 FEET THEREOF), IN COOK COUNTY, ILLINOIS.  
AREA=2,638 S.F.



**LEGEND:**  
 FND = FOUND  
 EX = EXISTING  
 SUB. = SUBDIVISION  
 FT. = FEET  
 N = NORTH  
 S = SOUTH  
 W = WEST  
 E = EAST  
 IP = IRON PIPE  
 REC. = RECORD  
 DOC. = DOCUMENT

MAYOR

APPROVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DES PLAINES, ILLINOIS  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

MAYOR  
ATTEST:

CITY CLERK

DIRECTOR OF FINANCE

I CERTIFY THAT THERE ARE NO DELINQUENT OR CURRENT UNPAID SPECIAL ASSESSMENTS  
ON THE PROPERTY SHOWN ON THIS PLAT.

DATE: \_\_\_\_\_

DIRECTOR OF FINANCE

DIRECTOR OF PUBLIC WORKS AND ENGINEERING

APPROVED BY THE DIRECTOR OF PUBLIC WORKS AND ENGINEERING OF THE CITY OF DES  
PLAINES, ILLINOIS ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

DIRECTOR OF PUBLIC WORKS AND ENGINEERING  
(SEAL)

OWNER

THIS IS TO CERTIFY THAT \_\_\_\_\_ AN ILLINOIS LIMITED LIABILITY COMPANY IS THE OWNER OF THE LAND DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND BY ITS DULY AUTHORIZED MANAGER HAS AS SUCH OWNER CAUSED THE SAME TO BE SURVEYED, RESUBDIVIDED AND PLATTED AS SHOWN HEREIN FOR THE USES AND PURPOSES THEREIN SET FORTH AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE HEREON SHOWN.

DATED: \_\_\_\_\_

MANAGER: \_\_\_\_\_

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

I, \_\_\_\_\_ A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT \_\_\_\_\_ WHO IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING CERTIFICATE, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE [SHE] SIGNED AND DELIVERED SAID INSTRUMENT AS HIS [HER] FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

NOTARY PUBLIC  
MY COMMISSION EXPIRES: \_\_\_\_\_

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS )  
 ) S.S.  
COUNTY OF COOK )

THIS IS TO CERTIFY I, KENNETH KENNEDY, REGISTERED ILLINOIS LAND SURVEYOR, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

RECORD LEGAL DESCRIPTION:

THE SOUTHERLY 80 FEET OF THE NORTHERLY 900 FEET OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE EASTERLY 1100 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

I ALSO CERTIFY THAT THIS PLAT IS A CORRECT REPRESENTATION OF SAID SURVEY, THAT THIS PLAT REPRESENTS A SURVEY MADE BY US OR UNDER OUR DIRECT SUPERVISION, THAT ALL DIMENSIONAL AND GEODETIC DETAILS ARE CORRECT, AND THAT WE HAVE COMPLIED WITH ALL OF THE REQUIREMENTS OF THE CITY OF DES PLAINES SUBDIVISION REGULATIONS REGARDING PLATS.

I FURTHER CERTIFY THAT UPON COMPLETION OF MASS GRADING, IRON PIPES AND CONCRETE MONUMENTS SHALL BE SET AT ALL LOT CORNERS.

FURTHERMORE, I DESIGNATE THE CITY OF DES PLAINES, OR ITS AGENTS, TO ACT AS MY AGENT FOR THE PURPOSES OF RECORDING THIS DOCUMENT.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

GIVEN UNDER MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

KENNETH KENNEDY, P.L.S. # 035-003403  
LICENSE EXPIRES 11/30/2022

CURRENT PROPERTY INDEX NUMBER (PIN): 09-29-302-097-0000

SEND TAX BILL TO:  
ZENON HELDAK  
2275 S. WEBSTER  
DES PLAINES, ILLINOIS 60018

RETURN PLAT TO: CITY OF DES PLAINES  
DEPARTMENT OF COMMUNITY DEVELOPMENT  
1420 MINER ST., DES PLAINES, ILLINOIS 60016



**GEOPOOL**  
ENGINEERING, INC.  
featuring LAND SURVEYS by Kern Kennedy

125355 LEMONT RD. LEMONT, ILLINOIS 60439  
PHONE: (630) 739-0707 FAX: (630) 739-6080  
Surveyor's address: 316 E. Jackson Morris, IL  
EMAIL: SURVEYING@GEOPOOLING.COM

PIN # 09-29-302-097-0000

**ZENON HELDAK**  
2275 S. Webster Ave.  
Des Plaines, IL 60018

2294 WESTVIEW DR, DES PLAINES, ILLINOIS 60018

SHEET:

|                 |                |              |                |
|-----------------|----------------|--------------|----------------|
| DRAWN: K.B.     | DATE: 01-21-21 | CHECKED: KAK | DATE: 01-28-21 |
| PROJ #19-055 DE | FILE:19055     | REVISED:     | DATE:          |

1 OF 1



**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, APRIL 17, 2023**

**CALL TO ORDER**

The regular meeting of the City Council of the City of Des Plaines, Illinois, was called to order by Mayor Goczkowski at 6:04 p.m. in the Eleanor Rohrbach Memorial Council Chambers, Des Plaines Civic Center on Monday, April 17, 2023.

**ROLL CALL**

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

**CLOSED SESSION**

Moved by Chester, seconded by Oskerka, to convene into Closed Session under the following sections of the Open Meetings Act – Probable or Imminent Litigation, Personnel, Sale of Property, Purchase or Lease of Property, and Litigation.

Upon roll call, the vote was:

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

NAYS: 0 - None

ABSENT: 0 - None

Motion declared unanimously carried.

The City Council recessed at 6:04 p.m.

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

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

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

**PRAYER AND PLEDGE**

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

**MINUTES OF THE PUBLIC HEARINGS HELD IN THE ELEANOR ROHRBACH MEMORIAL COUNCIL CHAMBERS DES PLAINES CIVIC CENTER, MONDAY, APRIL 17, 2023**

**PUBLIC HEARING/  
CONSIDER  
AMENDING THE  
ZONING  
ORDINANCE  
REGARDING TEMP  
COMM MOBILE  
RADIO AND  
WIRELESS  
TELECOM SVC  
FAC  
Ordinance  
Z-8-22**

Mayor Goczkowski called the Public Hearing for reconsideration of Ordinance Z-8-23, an ordinance amending the text of the zoning ordinance of the City of Des Plaines regarding temporary commercial mobile radio and wireless telecommunications service facilities (case# 23-016-TA), to order at 7:01 p.m.

Director of Community and Economic Development Carlisle reviewed a memorandum dated April 6, 2023.

The City Council is holding a public hearing to consider the following text amendments to the Zoning Ordinance: (i) amend Section 12-8-5, “Commercial Mobile Radio and Wireless Telecommunications Service Facilities” to reference a new allowance for the temporary installation of one facility as a temporary use; and (ii) amend Section 12-8-11, “Temporary Uses”, to allow “Temporary Commercial Mobile Radio and Wireless Telecommunications Service Facilities” as a temporary use on lots improved with an existing lawfully established Commercial Mobile Radio and Wireless Telecommunications Service Facility, with various

limitations.

The City of Des Plaines is proposing amending the Zoning Ordinance to add “Temporary Commercial Mobile Radio and Wireless Telecommunications Service Facilities” as a new permitted temporary use. The specific amendments include regulations intended to identify and restrict the quantity, height, location, and duration of this type of structure.

Temporary Commercial Mobile Radio and Wireless Telecommunications Service Facilities  
A Commercial Mobile Radio and Wireless Telecommunication Service Facility—which includes cell towers/monopoles as well as antennae mounted to building and other structures such as water towers—is a common piece of infrastructure found throughout municipalities to handle various forms of wireless communication.

Moved by Brookman, seconded by Chester, to Approve as amended, including an enforcement provision, the Ordinance Z-8-23, AN ORDINANCE AMENDING THE TEXT OF THE ZONING ORDINANCE OF THE CITY OF DES PLAINES REGARDING TEMPORARY COMMERCIAL MOBILE RADIO AND WIRELESS TELECOMMUNICATIONS SERVICE FACILITIES (CASE# 23-016-TA).

Upon voice vote, the vote was:

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

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

Mayor Goczkowski adjourned the Public Hearing at 7:13 p.m.

### **PUBLIC COMMENT**

Jim Hansen congratulated the aldermen who were reelected, and thanked the outgoing aldermen for all of their hard work. He also asked about the issues at the Welkin building which have not yet been addressed; including the issue of dog droppings on Ellinwood.

### **ALDERMAN ANNOUNCEMENTS**

Alderman Chester acknowledged the candidates of the election. He also stated it has been a privilege serving as Alderman, and thanked the elected officials and staff.

Alderman Smith thanked Donna Adams and her volunteers for all that she does with Clean Up/Give Back. She also acknowledged the Community Foundation for their hard work serving the community.

Alderman Ebrahimi also thanked the City as well, and expressed gratitude for his time on the City Council.

### **MAYORAL ANNOUNCEMENTS**

Mayor Goczkowski congratulated the Des Plaines Chamber of Commerce on a successful gala this past weekend.

### **CONSENT AGENDA**

Alderman Brookman requested Item #3 to be removed from the Consent Agenda.

Moved by Brookman, seconded by Oskerka, to Establish the Consent Agenda without Item #3.

Upon voice vote, the vote was:

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

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

Moved by Brookman, seconded by Chester, to Approve the Consent Agenda without Item #3.  
 Upon roll call, the vote was:  
 AYES: 8 - Lysakowski, Moylan, Oskerka, Zadrozny,  
 Brookman, Chester, Smith, Ebrahimi  
 NAYS: 0 - None  
 ABSENT: 0 - None  
 Motion declared carried.

License was approved; Minutes were approved; Resolutions R-78-23, R-79-23 were adopted.

City Clerk Mastalski read the item removed from the consent agenda.

**APPROVE AGRMT/  
 ASPHALT CRACK  
 SEAL/ DENLER  
 Consent Agenda**

Moved by Brookman, seconded by Chester, to Approve Resolution R-78-23, A RESOLUTION APPROVING AN AGREEMENT WITH DENLER, INC. FOR THE 2023 ASPHALT CRACK SEALING-FIBERIZED PROGRAM. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
 R-78-23**

**AUTH UPFITTING  
 TRKS/ REGIONAL  
 TRK EQUIP/  
 SOURCEWELL  
 Consent Agenda**

Moved by Brookman, seconded by Chester, to Approve Resolution R-79-23, A RESOLUTION AUTHORIZING THE UPFITTING OF FOUR FORD TRUCKS FROM REGIONAL TRUCK EQUIPMENT THROUGH SOURCEWELL MUNICIPAL PRICING. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
 R-79-23**

**SECOND READING/  
 ORDINANCE  
 M-10-23  
 Consent Agenda**

Item #3 was removed from the Consent Agenda at the request of Alderman Brookman.

Alderman Brookman stated the property is in disrepair and the repairs should be made before this ordinance is approved.

Moved by Brookman, seconded by Lysakowski, to Defer Ordinance M-10-23 to a date in the future until property repairs are completed to the satisfaction of the City Council, AN ORDINANCE AMENDING THE CITY CODE TO ADD ONE CLASS “M” LIQUOR LICENSE.

Upon voice vote, the vote was:  
 AYES: 8 - Lysakowski, Moylan, Oskerka, Zadrozny,  
 Brookman, Chester, Smith, Ebrahimi  
 NAYS: 0 - None  
 ABSENT: 0 - None  
 Motion declared carried.

**AUTH CHG IN  
 OWNERSHIP/ LIQ  
 LIC/ 1185  
 ELMHURST RD**

Moved by Brookman, seconded by Chester, to Approve a Change in Liquor License Ownership for Georges Liquor & Tobacco, Inc., 1185 Elmhurst Road. Motion declared carried as approved unanimously under Consent Agenda.

**APPROVE  
 MINUTES  
 Consent Agenda**

Moved by Brookman, seconded by Chester, to Approve the Minutes of the City Council meeting of April 3, 2023, as published. Motion declared carried as approved unanimously under Consent Agenda.

**APPROVE  
MINUTES  
Consent Agenda**

Moved by Brookman, seconded by Chester, to Approve the Closed Session Minutes of the City Council meeting of April 3, 2023, as published. Motion declared carried as approved unanimously under Consent Agenda.

**UNFINISHED  
BUSINESS**

**CONSIDER  
AUTHORIZING  
THE ACQUISITION  
THROUGH  
CONDEMNATION  
OF FEE SIMPLE  
TITLE TO THE  
PROPERTY  
LOCATED AT 1504  
MINER ST  
Ordinance  
M-3-23**

Director of Community & Economic Development Carlisle reviewed a memorandum dated January 5, 2023

The City Council has provided direction to City Staff and the General Counsel to move forward with the acquisition of the Property located at 1504 Miner Street. Since that direction was given, the City has been attempting to engage the owner of the Subject Property in negotiations with the goal of reaching a mutual agreement on a price at which the owner would be willing to sell the Subject Property to the City and at which the City would be willing to purchase the Property from the owner.

The City intends to make a best and final offer in an effort to acquire the Subject Property at a fair price in a voluntary transaction.

The owner of the property spoke on his own behalf. He stated the City staff shopped around their potential tenant to other locations, and the City offered the potential tenant more funds if they made an offer on a different property.

Alderman Brookman stated the City is giving more grant funds than mentioned being offered to the potential tenant and she would like to defer a couple weeks in order for the owner to go back to the tenant.

Alderman Moylan stated he does not want to give more than two weeks because the owner has not been a good neighbor .

Alderman Oskerka asked for proof from the owner of the accusations because believes such actions by staff withholding such information would be a termination level event.

The property owner stated he would be able to get affidavits stating as such.

City Manager Bartholomew stated the accusations by the property owner are not true.

Moved by Brookman, seconded by Smith, to Defer the Ordinance M-3-23 to the second meeting in June 2023, AN ORDINANCE AUTHORIZING THE ACQUISITION THROUGH CONDEMNATION OF FEE SIMPLE TITLE TO THE PROPERTY LOCATED AT 1504 MINER STREET.

Upon voice vote, the vote was:

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

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

**NEW BUSINESS**

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

**WARRANT  
REGISTER**

Alderman Zadrozny presented the Warrant Register.

**Resolution  
R-80-23**

Moved by Zadrozny, seconded by Smith, to Approve the Warrant Register of April 17, 2023 in the Amount of \$3,663,070.10 and Approve Resolution R-80-23.

Upon roll call, the vote was:

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

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

Mayor Goczkowski stated without objection there will be a change in the agenda, addressing #3 and #4 before #2.

**COMMUNITY SERVICES** – Alderman Ebrahimi, Chair

**CONSIDER AUTH  
THE DISBMT OF  
SOCIAL SVCS  
FUNDS**  
**Resolution  
R-82-23**

As part of the FY2023 Budget, City Council allocated \$210,000.00 for disbursement to social service agencies that provide services to Des Plaines residents in need. The Health and Human Services Division (HHS) has solicited and evaluated grant requests from social service agencies that serve the Des Plaines community. At this time, HHS seeks the City Council concurrence with the funding allocation as recommended.

Alderman Ebrahimi stated he would like to increase the funding for MaineStay to \$12,000.00.

Alderman Chester stated he will vote for the increase, but he believes such increases should be addressed as part of the budget.

Moved by Ebrahimi, seconded by Oskerka, to Approve, as amended increasing the funding for MaineStay to \$12,000.00, the Resolution R-82-23, A RESOLUTION AUTHORIZING THE DISBURSEMENT OF SOCIAL SERVICES FUNDS TO THIRTY-EIGHT SOCIAL SERVICE AGENCIES.

Upon roll call, the vote was:

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

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

**LEGAL & LICENSING** – Alderman Brookman, Chair

**CONSIDER  
APPROVING AN  
EIGHTH AMEND  
TO THE CITY  
MANAGER  
EMPLOYMENT  
AGRMT**  
**Resolution  
R-83-23**

City Council considered the resolution and eighth amendment to the City Manager’s employment agreement.

The amendment would incorporate a 2% increase to the base compensation with a one-time \$7,000.00 bonus.

Tom Lovestrand requested Alderman Brookman to make a motion to defer to the next meeting so the information can be included in the packet public review.

Mark P. stated the downtown is a disaster, and is against the Graceland/Webford building; he believes the City needs new management and the City Manager should not be given a raise.

Moved by Brookman, seconded by Chester, to Approve, as amended to incorporate a 2% increase to the base compensation and a one-time \$7,000,00 bonus, the Resolution R-83-23, A RESOLUTION APPROVING AN EIGHTH AMENDMENT TO THE CITY MANAGER EMPLOYMENT AGREEMENT BETWEEN THE CITY OF DES PLAINES AND MICHAEL G. BARTHOLOMEW.

Upon roll call, the vote was:

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

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

**CONSIDER**  
**AMENDING THE**  
**CITY CODE**  
**REGARDING TERM**  
**LIMITS**  
**Ordinance**  
**M-84-23**

Pursuant to City Council Resolution R-21-23, a referendum was placed on the ballot for the April 4, 2023 election (“Referendum”). The Referendum asked whether the City of Des Plaines should prohibit all of its elected officials from serving more than two total terms, whether consecutive or not. Based on Cook County voting results, the Referendum passed by a vote of 64% Yes to 36% No.

The City Attorney has prepared the attached ordinance implementing the Referendum. The following is an explanation of how the previously existing term limit restriction set forth in the City Code and the new term limit restrictions imposed by the Referendum will apply to present and future elected officials.

**I. Term Limit Restrictions and General Principles.**

- The existing term limit restriction in the City Code that prohibits an elected official from serving two consecutive four-year terms (“Existing Consecutive Limit”) continues to apply to all elected officials currently, or in the future, holding office.
- The new term limit restriction approved by Referendum that prohibits an elected official from serving more than two total four-year terms (“New Total Limit”) applies prospectively only, starting with the terms that will commence in May 2023. This means that any existing term or terms served prior to the Referendum do not count in applying the New Total Limit.
- Under State statute, term limits apply to each elected office separately. So, an individual that serves two total terms as Clerk, may serve two terms as an Alderman, and also two terms as Mayor.

**II. Application of Term Limits.**

The following explains how these term limit restrictions will apply.

- Scenario One: For a non-incumbent who starts their first term as Alderman in May 2023, the New Total Limit applies. Thus, this Alderman-elect may only hold the office of Alderman for two total terms, whether consecutive or not. The term starting in May 2023 counts as one of those two terms. This Alderman-elect could serve two consecutive terms as Alderman, or this Alderman could serve one term, then go off the Council, and then come back to serve one additional term, for a total of two total terms. Any terms served previously by this individual would not count toward the New Total Limit.
- Scenario Two: For an incumbent Alderman who has just been reelected to a second, consecutive term as Alderman – This Alderman is still bound by the Existing Consecutive Limit. This means that this Alderman must step down after completing their upcoming second consecutive term because more than two consecutive terms are still prohibited. However, this Alderman’s immediately preceding term and any prior terms before that do not count toward the New Total Limit. This means that after completing the upcoming second consecutive term, and after taking time off from the Council, this Alderman could run again for one additional term.
- Scenario Three: For an Alderman in the middle of their first term as Alderman in May 2023 -- This Alderman is still bound by the Existing Consecutive Limit. This means that this Alderman could be elected to an additional term following the existing term. After that, this Alderman would have to step down because more than two consecutive terms are still prohibited. However, this Alderman’s existing term does not count

toward the New Total Limit. This means that after completing the two consecutive terms (only the second of which counts toward the New Total Limit), and after taking time off from the Council, this Alderman could run again for one additional term.

- Scenario Four: For an Alderman in the middle of their second consecutive term as Alderman in May 2023- This Alderman is still bound by the Existing Consecutive Limit. This means that this Alderman must step down after completing their current, second consecutive term because more than two consecutive terms are still prohibited. However, this Alderman’s existing term and any prior terms do not count toward the New Total Limit. This means that after completing the current, second consecutive term, and after taking time off from the Council, this Alderman could run again for two additional terms, whether consecutive or not.

Alderman Brookman pointed out a mistake in the memo. She also stated she was against this referendum from the beginning and did not vote for it. She also stated she believed the wording of the referendum was confusing, and the election of the previous Aldermen attests to that confusion.

Paul Beranek stated the people voted, and the outcome is not stipulated on a certain the percentage of voters coming out to vote.

Moved by Zadrozny, seconded by Ebrahimi, to Approve the Ordinance M-84-23, AN ORDINANCE AMENDING THE CITY CODE REGARDING TERMS LIMITS.

Upon voice vote, the vote was:

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

NAYS: 2 - Lysakowski, Brookman

ABSENT: 0 - None

Motion declared carried.

**COMMUNITY DEVELOPMENT** – Alderman Chester, Chair

**CONSIDER**  
**APPROVING A**  
**FINAL PLAT OF**  
**SUBDIVISION FOR**  
**THE GRACELAND/**  
**WEBFORD**  
**SUBDIVISION**  
**Resolution**  
**R-74-23**

Director of Community & Economic Development Carlisle reviewed a memorandum dated April 6, 2023.

The applicant is requesting a Final Plat of Subdivision to consolidate three existing lots of record on the subject property into one, as required by Section 13-1-2 of the Subdivision Regulations.

Due to the PZB’s original denial of the Tentative Plat of Subdivision in 2022, the applicant submitted a new combined Tentative and Final Plat to consolidate the three lots of record on the subject property into one.

Just west of the subject property is 1330 Webford Avenue, which would serve as an open-to-the-public park. However, 1330 Webford is a different zoning lot from 622 Graceland and 1332-1368 Webford, and is a separate and individual lot of record. Therefore, 1330 Webford is not required under Section 13-1-2 to be included in the proposed subdivision.

The Tentative and Final Plat of Subdivision shows the following easements and building lines: (i) a 50-foot-wide permanent and perpetual easement for public space on property at 1330 Webford (cross-hatched area); (ii) an approximately 3,000-square-foot permanent and perpetual easement for public space just north of the sidewalk easement in the southern portion of proposed Lot 1; (iii) a 10-foot-wide public utilities and drainage easement on 1330 Webford Avenue (double cross-hatched area); (iv) a 20-foot building line extending across the proposed public park property at 1330 Webford; (v) a 25-foot building line, to reflect the required side

yard for the C-5 district, extending approximately 90 feet along Webford where the subject property is adjacent to residentially-zoned property; (vi) a 5-foot building line, to also reflect the required side yard for the C-5 district, extending approximately 200 feet along Webford where the subject property is adjacent to commercially-zoned property; (vii) a 7-foot public sidewalk easement extending along the south property line along Webford; (viii) an approximately 3-foot-wide public utilities and drainage easement in the northwestern corner of the proposed Lot 1; (ix) a 16.5-foot-wide stormwater detention area; and (x) various public utilities and drainage easements throughout the proposed Lot 1.

The PZB voted 4-1 to approve of the Tentative Plat and approve the forwarding of the Final Plat to City Council.

Should the Council vote to approve the request, staff and the PZB recommend the following conditions, which are incorporated in the approving resolution:

1. That construction-level street lighting detail as required in the attached Engineering memo is provided and approved by the PWE Department prior to issuance of any building or right-of-way permits.
2. That the parkland dedication and fee in lieu amount must be approved by the City Council by resolution duly adopted.

Joe Taylor, with Compasspoint Development, spoke on behalf of the development.

Tom Lovestrand listed reasons on why the City Council should not approve the Final Plat for this development, and asked the Aldermen to please vote no.

Jim Hansen stated the City should hold the developer accountable, especially for future issues that may arise.

Phil Rominski asked about the asbestos removal, and the realistic timeframe of construction. He stated he is worried about how he believes the developer does not care about the neighborhood, and is not following through with promises.

Mark P. stated there should not be a focus on restaurants, there should be a focus on residents and the neighborhoods. He asked the City to put this type of development in another area of the City, and stated the Aldermen are violating the trust of their residents.

Marian Cosmides focused on the obligations of the City Council to the residents, and stated reasons why she believes these obligations have not been occurring in terms of this project.

Deb Lester stated residents should be allowed five minutes for each resolution. She also addressed the safety issues of the development. She asked the demolition permit to not be approved until the safety issues and traffic study are readdressed.

The attorney for the developer stated the City staff is responsible for confirming the safety requirements.

Rick Grubbs stated this is like trying to fit ten pounds of mud into a five-pound bag, and the development does not belong there.

Catherine Aiura stated she believes it is unacceptable there is only ten feet from the current property lines to the new development; she is requesting Des Plaines to become family oriented again.

Resident George stated he really would like to see this building go up, and he would like to see further development like this in Des Plaines.



Moved by Chester, seconded by Moylan, to Approve the Resolution R-74-23, A RESOLUTION APPROVING A FINAL PLAT OF SUBDIVISION FOR THE GRACELAND/WEBFORD SUBDIVISION INCLUDING 622 GRACELAND AVENUE AND 1332-1368 WEBFORD AVENUE, DES PLAINES, ILLINOIS.

Upon roll call, the vote was:

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

NAYS: 2 - Oskerka, Smith

ABSENT: 0 - None

Motion declared carried.

\*Alderman Smith stated upon reconsideration she would have voted aye rather than nay for Resolution R-74-23.

**CONSIDER**  
**APPROVING**  
**CREDITS AND**  
**PAYMENT OF A**  
**FEE-IN-LIEU IN**  
**SATISFACTION OF**  
**PARK LAND**  
**REQUIREMENT**  
**Resolution**  
**R-75-23**

Director of Community & Economic Development Carlisle reviewed a memorandum dated April 10, 2023.

Chapter 13-4 of the Subdivision Regulations requires that as a condition of a Final Plat of Subdivision, if the project subject to the subdivision results in 15 or more residential dwelling units, the developer must fulfill an obligation (i) to provide public park land; (ii) to pay a fee in lieu of; or (iii) a combination of both. The proposed project is subject to the requirement. The method to fulfill the requirement is based on a recommendation of the public body with jurisdiction over parks and recreation – in this case, the Des Plaines Park District – but in an amount at the final determination of the City Council. The Regulations provide for an opportunity to seek credits, or reductions to the full obligation, based on amenities provided within site and floor plans for the development. The applicant has provided plans to seek credits/reductions to the full obligation.

Applicant Mylo Residential Graceland Property, LLC (formerly 622 Graceland Apartments, LLC, with Joe Taylor of Compasspoint Development as Manager) is proposing to provide a combination of open-to-the-public park/open space and private recreational amenity space as part of a proposed mixed-use development. As presented in the Council’s 2022 consideration and ultimate approval of a zoning map amendment to accommodate the project (Ordinance Z-23-22), the mixed-use development contains 131 multifamily dwelling units: 17 studios, 103-one-bedrooms, and 11 two-bedrooms. This results in an obligation of approximately 1.23 acres of parkland dedication, or \$289,023.36 as an equivalent full fee-in-lieu.

As part of the 2022 approvals, the developer is required to purchase the property at 1330 Webford, demolish the existing building (“the Dance Building”), and repurpose the site as an approximately 9,000-square-foot park. As its own zoning lot and lot of record, legal instrument(s) – any covenants as deemed necessary by the General Counsel – would be recorded against the 1330 Webford property to ensure the developer or any future owners would be bound to maintain and provide this park to the public. The programming proposed for 1330 Webford includes seating near Webford, ample plantings along the west lot line, an event lawn, and a play area to the far north, which would be enclosed by a barrier to ensure no conflicts with the railroad tracks to the north.

Additionally, an approximately 3,000-square-foot publicly accessible park/open space between the parking garage and the Webford sidewalk is proposed. Neither the 1330 Webford park nor the space south of the garage would be transferred in title to a public entity; they would remain privately owned.

The Des Plaines Park District reviewed the plans, and its executive director has provided a recommendation memo. The memo expresses the District is not interested in taking title to the 1330 Webford property through a literal land dedication. However, the Council may determine

in its action that the legal arrangement envisioned – permanently recorded easements and covenants for public access – would fulfil the spirit of “dedication.” The approving resolution includes a waiver from the provisions of the Subdivision Regulations requiring transfer of title.

However, the memo also expresses that the District’s recommendation for final, reduced fee in lieu is \$177,104.52. The District recommends reducing the obligation based on (i) the 1330 Webford park; (ii) the fitness area; (iii) the pool deck; and (iv) the outdoor terrace on the top floor. They did not recommend reduction/credits based the open-to-the-public open space area between the garage and the Webford sidewalk, the indoor lounge adjacent to the pool, or the indoor multimedia game lounge on the top floor.

Deb Lester mentioned questioned the square feet of the public park, and the credit should be adjusted accordingly. She also questioned the other credits given.

Alderman Brookman questioned the developer on promises they made on issues such as the fence and brick facade, and requested an explanation on their follow through.

Joe Taylor, with Compasspoint Development, spoke on behalf of the development and answered Aldermen questions.

Alderman Smith asked questioned regarding the train vibrations affecting the structure and safety of the building.

Joe Taylor stated their structural engineers studied vibrations for the train, and determined the actual structure design is in accordance with the with applicable codes and requirements. He stated there is no concern there; and that he does not believe public works, or the building department have additional concerns. He stated the building is currently designed to building codes.

Janet Bar asked if the public will have access to the spaces of the building in which the developer will get credit, such as the pool.

Director of CED Carlisle and Mayor Goczkowski gave explanation on credit for these areas, and stated these spaces will not be open to the public.

Attorney for the developer spoke on behalf of the developer regarding the credits.

Moved by Chester, seconded by Zadrozny, to Approve, as amended to allot the higher amount of revenue for the park district in the amount of \$177,104.52, the Resolution R-75-23, A RESOLUTION APPROVING CREDITS AND PAYMENT OF A FEE-IN-LIEU IN SATISFACTION OF CITY’S PARK LAND DEDICATION REQUIREMENT (622 GRACELAND AVENUE & 1330-1368 WEBFORD AVENUE). No vote.

Moved by Oskerka, seconded by Moylan, to Approve an amendment to the amendment, to include language encouraging the park district to examine using these funds for Potawatomic Park, as a provision to the Resolution R-75-23, A RESOLUTION APPROVING CREDITS AND PAYMENT OF A FEE-IN-LIEU IN SATISFACTION OF CITY’S PARK LAND DEDICATION REQUIREMENT (622 GRACELAND AVENUE & 1330-1368 WEBFORD AVENUE).

Upon roll call, the vote was:

AYES: 5 - Moylan, Oskerka, Zadrozny,  
Chester, Ebrahimi

NAYS: 3 - Lysakowski, Brookman, Smith

ABSENT: 0 - None

Motion declared carried.

Moved by Chester, seconded by Zadrozny, to Approve, as amended to allot the higher amount of revenue for the park district in the amount of \$177,104.52 with the amendment to the amendment to include language encouraging the park district to examine using these funds for Potawatomie Park, the Resolution R-75-23, A RESOLUTION APPROVING CREDITS AND PAYMENT OF A FEE-IN-LIEU IN SATISFACTION OF CITY’S PARK LAND DEDICATION REQUIREMENT (622 GRACELAND AVENUE & 1330-1368 WEBFORD AVENUE). No vote.

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Oskerka, Zadrozny, Brookman, Chester, Smith, Ebrahimi

NAYS: 1 - Moylan

ABSENT: 0 - None

Motion declared carried.

**CONSIDER**  
**APPROVING**  
**CREDITS AND**  
**PAYMENT OF A**  
**FEE-IN-LIEU IN**  
**SATISFACTION OF**  
**PARK LAND**  
**REQUIREMENT**  
**Resolution**  
**R-76-23**

Director of Community & Economic Development Carlisle reviewed a memorandum dated April 10, 2023.

Mylo Residential Graceland Property, LLC (formerly 622 Graceland Apartments, LLC; Joe Taylor of Compasspoint Development as Manager) is the developer of the proposed Graceland-Webford mixed-use project and contract purchaser of the City-owned property at 1332 Webford Avenue. Pursuant to the purchase and sale agreement (“PSA”) approved by the City Council in 2022, the City and developer must enter into a Development Agreement (“Agreement”) governing the proposed project for the transaction to be executed. The Council’s approval of the attached resolution will authorize the City to enter into the Agreement.

The Development Agreement provides a framework for how the proposed project is proposed to be built and move through the phases of permitting, construction, and occupancy. Further, the Agreement is a mechanism for the City to reinforce certain requirements of the City Code, such as providing necessary public improvements in adjacent public right-of-way and the performance security guaranteeing completion. The Agreement also incorporates exhibits showing building materials and design, park/open space programming, and landscaping to ensure the project will fulfill the vision and expectations that inspired the Council’s initial approval in 2022. The components of the Agreement address: Development Plans; Public Improvements and Performance Security; Construction Logistics; Demolition and Traffic Management; Occupancy: Temporary and Final; Diligent Pursuit of Construction; and Governing Documents.

The attorney for the developer requested the City to waive some of the building fees.

Alderman Lysakowski and Alderman Zadrozny stated do not agree with waving the fees.

Alderman Moylan stated he is for waving the fees.

Paul Beranek asked if the fees can be given back after there is verification on the proper completion of the project.

Alderman Oskerka stated would be more inclined to reimburse the fees once the retail space is open.

Joe Taylor spoke on his behalf regarding the amount spent versus the fee amounts they are requesting to be waived.

Tom Lovstrand stated there are risk factors in development, and giving relief is a burden on taxpayers.

Deb Lester asked if the demolition permit can be withheld until IDOT and all third-party agencies give approval.

Joe Taylor spoke regarding the IDOT permit process and the process of demolition.

Moved by Chester, seconded by Moylan, to Approve, as amended to incorporate the higher park district number from the last vote of \$177,104.52 and to incorporate the waiving of building permit fees for in house services, the Resolution R-76-23, A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF DES PLAINES AND MYLO RESIDENTIAL GRACELAND PROPERTY LLC (622 GRACELAND AVENUE & 1330-1368 WEBFORD AVENUE).

Upon roll call, the vote was:

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

NAYS: 2 - Lysakowski, Zadrozny

ABSENT: 0 - None

Motion declared carried.

Alderman Smith asked Joe Taylor to clean off the cement that is on the wall off of Graceland on the Welkin building.

Joe Taylor stated it will be painted once the weather clears up.

**ADJOURNMENT**

Moved by Chester, seconded by Oskerka to adjourn the meeting. The meeting adjourned at 10:20 p.m.

\_\_\_\_\_  
Jessica M. Mastalski – CITY CLERK

APPROVED BY ME THIS \_\_\_\_\_

DAY OF \_\_\_\_\_, 2023

\_\_\_\_\_  
Andrew Goczkowski, MAYOR



## CITY MANAGER'S OFFICE

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

## MEMORANDUM

**Date:** April 10, 2023  
**To:** Mayor Goczkowski and Aldermen of the City Council  
**From:** Michael G. Bartholomew, City Manager *MB*  
**Subject:** Amendments to the City Code regarding Term Limits

Pursuant to City Council Resolution R-21-23, a referendum was placed on the ballot for the April 4, 2023 election ("**Referendum**"). The Referendum asked whether the City of Des Plaines should prohibit all of its elected officials from serving more than two total terms, whether consecutive or not. Based on Cook County voting results, the Referendum passed by a vote of 64% Yes to 36% No.

The City Attorney has prepared the attached ordinance implementing the Referendum. The following is an explanation of how the previously existing term limit restriction set forth in the City Code and the new term limit restrictions imposed by the Referendum will apply to present and future elected officials.

I. Term Limit Restrictions and General Principles.

- The existing term limit restriction in the City Code that prohibits an elected official from serving more than two *consecutive* four-year terms ("**Existing Consecutive Limit**") continues to apply to all elected officials currently, or in the future, holding office.
- The new term limit restriction approved by Referendum that prohibits an elected official from serving more than two *total* four-year terms ("**New Total Limit**") applies prospectively only, starting with the terms that will commence in May 2023. This means that any existing term or terms served prior to the Referendum do not count in applying the New Total Limit.
- Under State statute, term limits apply to each elected office separately. So, an individual that serves two total terms as Clerk, may serve two terms as an Alderman, and also two terms as Mayor.

II. Application of Term Limits.

The following explains how these term limit restrictions will apply.

- Scenario One: For a non-incumbent who starts their first term as Alderman in May 2023, the New Total Limit applies. Thus, this Alderman-elect may only hold the office of Alderman for two total terms, whether consecutive or not. The term starting in May 2023 counts as one of those two terms. This Alderman-elect could serve two consecutive terms as Alderman, or this Alderman could serve one term, then go off the Council, and then come back to serve one additional term, for a total of two total terms. Any terms served previously by this individual would not count toward the New Total Limit.

- Scenario Two: For an incumbent Alderman who has just been reelected to a second, consecutive term as Alderman – This Alderman is still bound by the Existing Consecutive Limit. This means that this Alderman must step down after completing their upcoming second consecutive term because more than two consecutive terms are still prohibited. However, this Alderman’s immediately preceding term and any prior terms before that do not count toward the New Total Limit. This means that after completing the upcoming second consecutive term, and after taking time off from the Council, this Alderman could run again for one additional term.
- Scenario Three: For an Alderman in the middle of their first term as Alderman in May 2023 -- This Alderman is still bound by the Existing Consecutive Limit. This means that this Alderman could be elected to an additional term following the existing term. After that, this Alderman would have to step down because more than two consecutive terms are still prohibited. However, this Alderman’s existing term does not count toward the New Total Limit. This means that after completing the two consecutive terms (only the second of which counts toward the New Total Limit), and after taking time off from the Council, this Alderman could run again for one additional term.
- Scenario Four: For an Alderman in the middle of their second consecutive term as Alderman in May 2023- This Alderman is still bound by the Existing Consecutive Limit. This means that this Alderman must step down after completing their current, second consecutive term because more than two consecutive terms are still prohibited. However, this Alderman’s existing term and any prior terms do not count toward the New Total Limit. This means that after completing the current, second consecutive term, and after taking time off from the Council, this Alderman could run again for two additional terms, whether consecutive or not.

Attachment:  
Ordinance M-84-23

{00131849.4}

**CITY OF DES PLAINES**

**ORDINANCE M - 84 - 23**

**AN ORDINANCE AMENDING THE CITY CODE  
REGARDING TERMS LIMITS.**

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

**WHEREAS**, pursuant to Article VII, Section 6(f) of the Illinois Constitution, the City has the home rule authority to provide for its officers, their manner of selection and terms of office as provided by referendum or as otherwise authorized by law; and

**WHEREAS**, Section 1-7-2 of the Des Plaines City Code provides that the number of terms of office of each elected city official is limited to no more than two consecutive four-year terms; and

**WHEREAS**, pursuant to Resolution R-147-22, the City Council previously placed a public question on the November 8, 2022 ballot as to whether the term limits in Section 1-7-2 for Des Plaines elected officials other than the Mayor should be eliminated, which referendum failed; and

**WHEREAS**, pursuant to Resolution R-21-23, the City Council placed a public question on the April 4, 2023 ballot as to whether all Des Plaines elected officials should be prohibited from serving more than two total terms, whether consecutive or not, which referendum passed;

**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 Resolution as findings of the City Council.

**SECTION 2: CODE AMENDMENT.** Section 1-7-2, titled "Term of Office," of Chapter 7, titled "City Officials," of Title 1, titled "Administrative," of the City Code of the City of Des Plaines, is amended to read as follows:

"All officers appointed shall hold their offices during the calendar year in which they are appointed and until their successors are appointed and qualified, unless otherwise specifically provided by law or direction of the city council at the time of such appointment. Effective upon the passage and certification of the referendum on April 4, 2023, the number of terms of office of each elected city official is limited to no more than two four-year terms of office, whether consecutive or not."

**SECTION 3: EFFECTIVE DATE.** This Ordinance will be in full force and effect from and after its passage, approval, and publication in the manner provided by 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**





MEMORANDUM

Date: April 19, 2023  
To: Michael G. Bartholomew, City Manager  
From: Dorothy Wisniewski, Assistant City Manager/Director of Finance  
Subject: Resolution R-90-23, May 1, 2023, Warrant Register

**Recommendation:** I recommend that the City Council approve the May 1, 2023, Warrant Register Resolution R-90-23.

Warrant Register.....\$2,374,703.64

**Estimated General Fund Balance**  
Balance as of 01/31/2023: \$23,773,296  
*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-90-23**

**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.**

**May 1, 2023**

# City of Des Plaines

## Warrant Register 05/01/2023

| Line #                                   | Account | Vendor                     | Invoice                                 | Invoice Description | Amount                                  |          |
|--|---------|----------------------------|---|---------------------|---|----------|
| <b>Fund: 100 - General Fund</b>          |         |                            |   |                     |   |          |
| <b>Department: 00 - Non Departmental</b> |         |                            |   |                     |   |          |
| 1  | 4320    | Business Licenses          | 8836 Tom Dase Management LLC            | Refund 3/17/2023    | Alarm License Fee Refund #2023-00000869 | 10.00    |
| 2  | 4320    | Business Licenses          | 8837 Abequa Home Health Care Agency LLC | Refund 3/17/2023    | License #2023-00001582 Renewal Refund   | 550.00   |
| 3  | 4340    | Rental Property Licenses   | 8835 Xin, Wengui                        | Refund 3/17/2023    | License #2023-00000089 Renewal Refund   | 50.00    |
| 4  | 4630    | Resident Ambulance Fees    | 8287 Medicaid Illinois                  | DPIL-2230955:1      | Medical Reimbursement DOS 07/15/2022    | 2,566.16 |
| 5  | 4630    | Resident Ambulance Fees    | 1459 Blue Cross Blue Shield of Illinois | DPIL-2242825:2      | Medical Reimbursement DOS 09/24/2022    | 150.96   |
| 6  | 4630    | Resident Ambulance Fees    | 8287 Medicaid Illinois                  | DPIL-2245795:1      | Medical Reimbursement DOS 10/13/2022    | 97.60    |
| 7  | 4630    | Resident Ambulance Fees    | 8287 Medicaid Illinois                  | DPIL-2258961:1      | Medical Reimbursement DOS 12/29/2022    | 82.19    |
| 8  | 4630    | Resident Ambulance Fees    | 8287 Medicaid Illinois                  | DPIL-231623:1       | Medical Reimbursement DOS 1/11/2023     | 105.30   |
| 9  | 4630    | Resident Ambulance Fees    | 8287 Medicaid Illinois                  | DPIL-23351:1        | Medical Reimbursement DOS 01/03/2023    | 105.30   |
| 10                                       | 4631    | Nonresident Ambulance Fees | 8841 Cigna Healthspring                 | DPIL-210012285:1    | Medical Reimbursement DOS 04/02/2021    | 173.76   |
| <b>Total 00 - Non Departmental</b>       |         |                            |   |                     | <b>3,891.27</b>                         |          |

| <b>Elected Office</b>              |      |                       |  |         |   |          |
|------------------------------------|------|-----------------------|--|---------|---|----------|
| <b>Division: 110 - Legislative</b> |      |                       |  |         |   |          |
| 11                                 | 6000 | Professional Services | 8452 Anderson Legislative Consulting LTD | 04-2023 | Lobbyist Services - April 2023 - R-116-22 | 5,420.00 |
| <b>Total 110 - Legislative</b>     |      |                       |  |         | <b>5,420.00</b>                           |          |

| <b>Division: 120 - City Clerk</b> |      |                                    |                               |                |  |       |
|-----------------------------------|------|------------------------------------|-------------------------------|----------------|--|-------|
| 12                                | 6100 | Publication of Notices             | 1069 Paddock Publications Inc | 246843         | Legal Notice - 2023 CIP MFT Street Improvements 03/27/2023 | 43.20 |
| 13                                | 6195 | Miscellaneous Contractual Services | 1077 Shred-It USA LLC         | 8003693386     | Shredding Services 03/03-03/31/2023                        | 99.48 |
| 14                                | 7200 | Other Supplies                     | 1046 Hinckley Spring Water Co | 2533573 041023 | Water Delivery Service 03/30/2023                          | 8.00  |
| <b>Total 120 - City Clerk</b>     |      |                                    |                               |                | <b>150.68</b>  |       |

|                                  |  |  |  |  |                 |
|----------------------------------|--|--|--|--|-----------------|
| <b>Total 10 - Elected Office</b> |  |  |  |  | <b>5,570.68</b> |
|----------------------------------|--|--|--|--|-----------------|

| <b>City Administration</b>          |      |  |                                       |                |   |          |
|-------------------------------------|------|--|---------------------------------------|----------------|---|----------|
| <b>Division: 210 - City Manager</b> |      |  |                                       |                |   |          |
| 15                                  | 6000 | Professional Services                    | 8453 Raucci & Sullivan Strategies LLC | 4025           | Lobbyist Services - April 2023 - R-193-22               | 5,000.00 |
| 16                                  | 6009 | Legal Fees - Admin Hearings/Prosecutions | 1073 Bartel, Raymond                  | 23-07          | Traffic Court and Legal Admin Services 03/27-04/07/2023 | 1,135.00 |
| 17                                  | 7000 | Office Supplies                          | 1644 Warehouse Direct Inc             | 5469751-0      | Copy Paper, Interoffice Envelopes, Ruler                | 106.82   |
| 18                                  | 7000 | Office Supplies                          | 1644 Warehouse Direct Inc             | 5470914-0      | 2 Pairs of Scissors                                     | 14.88    |
| 19                                  | 7200 | Other Supplies                           | 1046 Hinckley Spring Water Co         | 2533573 041023 | Water Delivery Service 03/30/2023                       | 113.93   |
| <b>Total 210 - City Manager</b>     |      |  |                                       |                | <b>6,370.63</b>   |          |

|   |      |                       |                             |            |  |          |
|---|------|-----------------------|-----------------------------|------------|--|----------|
| <b>Division: 230 - Information Technology</b> |      |                       |                             |            |  |          |
| 20  | 6000 | Professional Services | 5934 Tyler Technologies Inc | 045-414929 | Executime Time & Attend Prof Serv Build/Validate 11/6/20-6/25/21 | 7,616.00 |

# City of Des Plaines

## Warrant Register 05/01/2023

| Line #                                    | Account | Vendor                | Invoice                         | Invoice Description | Amount   |          |
|---|---------|-----------------------|---------------------------------|---------------------|--|----------|
| 21  | 6000    | Professional Services | 1118 Chicago Communications LLC | 341666              | Fire Station 61 Equipment Move 1/4/23 - 1/20/23      | 5,294.32 |
| 22  | 6000    | Professional Services | 1118 Chicago Communications LLC | 342375              | Fire Station 61 Cable Clean Up 1/4/23 - 1/20/23      | 3,970.74 |
| 23  | 7005    | Printer Supplies      | 1820 Datasource Ink             | 23525               | Two Q2612A Toner Cartridges for Police Printer       | 108.00   |
| 24  | 7200    | Other Supplies        | 1046 Hinckley Spring Water Co   | 2533573 041023      | Water Delivery Service 03/30/2023                    | 58.46    |
| 25  | 7500    | Postage & Parcel      | 1041 Federal Express            | 8-083-41453         | Shipment to TelQuest International Return 03/22/2023 | 26.19    |
| <b>Total 230 - Information Technology</b> |         |                       |                                 |                     | <b>17,073.71</b>                                     |          |

| Division: 240 - Media Services    |      |                 |                           |           |  |       |
|-----------------------------------|------|-----------------|---------------------------|-----------|--|-------|
| 26                                | 7000 | Office Supplies | 1644 Warehouse Direct Inc | 5471601-0 | File Folders, Tissues, Notepads for Media Services | 23.47 |
| 27                                | 7200 | Other Supplies  | 1644 Warehouse Direct Inc | 5471601-0 | File Folders, Tissues, Notepads for Media Services | 9.88  |
| <b>Total 240 - Media Services</b> |      |                 |                           |           | <b>33.35</b>                                       |       |

| Division: 250 - Human Resources    |      |                                    |   |                |   |        |
|------------------------------------|------|------------------------------------|---|----------------|---|--------|
| 28                                 | 5340 | Pre-Employment Testing             | 1267 Northwest Community Hospital       | 30330          | 1 Post-Employment & 1 Pre-Employment Testing 3/14-3/16/2023 | 66.00  |
| 29                                 | 5340 | Pre-Employment Testing             | 8533 Justifacts Credential Verification | 365457         | 8 Pre-Employment Background Screenings 3/6-3/30/2023        | 660.45 |
| 30                                 | 6195 | Miscellaneous Contractual Services | 1077 Shred-It USA LLC                   | 8003693386     | Shredding Services 03/03-03/31/2023                         | 99.48  |
| 31                                 | 7200 | Other Supplies                     | 1046 Hinckley Spring Water Co           | 2533573 041023 | Water Delivery Service 03/30/2023                           | 45.97  |
| 32                                 | 7200 | Other Supplies                     | 1644 Warehouse Direct Inc               | 5468613-0      | 1 Pack of AA Batteries (Qty 20)                             | 21.43  |
| <b>Total 250 - Human Resources</b> |      |                                    |   |                | <b>893.33</b>   |        |

|                                       |  |  |  |  |                  |
|---------------------------------------|--|--|--|--|------------------|
| <b>Total 20 - City Administration</b> |  |  |  |  | <b>24,371.02</b> |
|---------------------------------------|--|--|--|--|------------------|

| Department: 30 - Finance  |      |                                    |                               |                |                                      |        |
|---------------------------|------|------------------------------------|-------------------------------|----------------|--------------------------------------|--------|
| 33                        | 6110 | Printing Services                  | 1233 Press Tech Inc           | 50947          | 2 Boxes of Business Cards 03/31/2023 | 60.00  |
| 34                        | 6195 | Miscellaneous Contractual Services | 1077 Shred-It USA LLC         | 8003693386     | Shredding Services 03/03-03/31/2023  | 99.48  |
| 35                        | 7200 | Other Supplies                     | 1046 Hinckley Spring Water Co | 2533573 041023 | Water Delivery Service 03/30/2023    | 164.38 |
| <b>Total 30 - Finance</b> |      |                                    |                               |                | <b>323.86</b>                        |        |

| Community Development                              |      |                       |  |                |                                    |        |
|--|------|-----------------------|--|----------------|------------------------------------|--------|
| Division: 410 - Building & Code Enforcement        |      |                       |  |                |                                    |        |
| 36   | 6000 | Professional Services | 7647 Citywide Elevator Inspection Services Inc | DP8572         | 99 Elevator Inspections March 2023 | 792.00 |
| 37   | 7000 | Office Supplies       | 1644 Warehouse Direct Inc                      | 5467022-0      | Chairmat & Mouse Pad               | 18.34  |
| 38   | 7200 | Other Supplies        | 1046 Hinckley Spring Water Co                  | 2533573 041023 | Water Delivery Service 03/30/2023  | 120.91 |
| 39   | 7200 | Other Supplies        | 1644 Warehouse Direct Inc                      | 5467022-0      | Chairmat & Mouse Pad               | 57.31  |
| <b>Total 410 - Building &amp; Code Enforcement</b> |      |                       |  |                | <b>988.56</b>                      |        |

| Division: 420 - Planning & Zoning        |      |                        |                                  |        |   |        |
|--|------|------------------------|----------------------------------|--------|---|--------|
| 40                                       | 6100 | Publication of Notices | 1050 Journal & Topics Newspapers | 189914 | Legal Notice 4/5/2023 for PZB Mtg 4/25/2023 | 122.27 |
| <b>Total 420 - Planning &amp; Zoning</b> |      |                        |                                  |        | <b>122.27</b>                               |        |

# City of Des Plaines

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| Line #                                      | Account | Vendor                | Invoice                            | Invoice Description | Amount                                   |        |
|---|---------|-----------------------|------------------------------------|---------------------|--|--------|
| <b>Division: 430 - Economic Development</b> |         |                       |                                    |                     |  |        |
| 41  | 6000    | Professional Services | 5215 CoStar Realty Information Inc | 120302904           | 2023 Available Properties Database April | 473.78 |
| <b>Total 430 - Economic Development</b>     |         |                       |                                    |                     | <b>473.78</b>                            |        |

|   |  |  |  |  |                 |
|---|--|--|--|--|-----------------|
| <b>Total 40 - Community Development</b> |  |  |  |  | <b>1,584.61</b> |
|---|--|--|--|--|-----------------|

| <b>Public Works &amp; Engineering</b> |      |                                |                             |          |                                   |          |
|---------------------------------------|------|--------------------------------|-----------------------------|----------|-----------------------------------|----------|
| <b>Division: 100 - Administration</b> |      |                                |                             |          |                                   |          |
| 42                                    | 6040 | Waste Hauling & Debris Removal | 6988 Lighting Resources LLC | 53-16287 | Light Bulb Recycling - 02/28/2023 | 2,308.82 |
| <b>Total 100 - Administration</b>     |      |                                |                             |          | <b>2,308.82</b>                   |          |

|                                    |      |                 |                           |           |                           |       |
|------------------------------------|------|-----------------|---------------------------|-----------|---------------------------|-------|
| <b>Division: 510 - Engineering</b> |      |                 |                           |           |                           |       |
| 43                                 | 7000 | Office Supplies | 1644 Warehouse Direct Inc | 5468625-0 | 3 Packs of AAAA Batteries | 14.07 |
| <b>Total 510 - Engineering</b>     |      |                 |                           |           | <b>14.07</b>              |       |

|   |      |                                    |                                 |      |   |           |
|---|------|------------------------------------|---------------------------------|------|---|-----------|
| <b>Division: 520 - Geographic Information Systems</b> |      |                                    |                                 |      |   |           |
| 44  | 6195 | Miscellaneous Contractual Services | 1060 Municipal GIS Partners Inc | 6553 | R-205-22 Geographic Information System Support 03/01-03/31/2023 | 18,540.00 |
| <b>Total 520 - Geographic Information Systems</b>     |      |                                    |                                 |      | <b>18,540.00</b>  |           |

|   |      |                                    |  |             |   |           |
|---|------|------------------------------------|--|-------------|---|-----------|
| <b>Division: 530 - Street Maintenance</b> |      |                                    |  |             |   |           |
| 45  | 6170 | Tree Maintenance                   | 6555 Landscape Concepts Management Inc | 31349       | Parkway Tree Trimming - Zone 1 - 03/29/2023, R-143-22         | 29,038.56 |
| 46  | 6195 | Miscellaneous Contractual Services | 1367 Meade Inc                         | 704308      | EVP Repair - Lee & Prairie - 04/07/2023                       | 831.00    |
| 47  | 6325 | R&M Street Lights                  | 1044 H&H Electric Co                   | 41189       | Streetlight Repairs - Various Locations - 03/07/2023          | 1,322.35  |
| 48  | 6325 | R&M Street Lights                  | 1044 H&H Electric Co                   | 41191       | Remove/Reinstall Light Pole - 880 Lee St - 03/03 & 03/09/2023 | 2,418.68  |
| 49  | 6325 | R&M Street Lights                  | 1044 H&H Electric Co                   | 41193       | Streetlight Maintenance - Miner/River - 03/06/2023, R-29-22   | 2,152.64  |
| 50  | 6325 | R&M Street Lights                  | 1044 H&H Electric Co                   | 41194       | Streetlight Repair - Lee St - 03/09/2023, R-29-22             | 1,054.90  |
| 51  | 7000 | Office Supplies                    | 1644 Warehouse Direct Inc              | 5422182-0   | 4 Binders & Copy Paper - PW                                   | 16.97     |
| 52  | 7020 | Supplies - Safety                  | 1057 Menard Incorporated               | 15110       | Gloves - Forestry   | 145.91    |
| 53  | 7030 | Supplies - Tools & Hardware        | 4640 Albany Steel & Brass Corporation  | 139016      | Digital Measuring Wheel                                       | 96.50     |
| 54  | 7030 | Supplies - Tools & Hardware        | 1057 Menard Incorporated               | 14382       | Latch Box, Rivet Tool Kit, Pail, Etc.                         | 55.38     |
| 55  | 7030 | Supplies - Tools & Hardware        | 8244 Des Plaines Ace Hardware          | 3733        | Scoop Shovel - PW 5137  | 35.99     |
| 56  | 7030 | Supplies - Tools & Hardware        | 1047 Home Depot Credit Svcs            | 6085478     | Sawzall Blades  | 45.47     |
| 57  | 7030 | Supplies - Tools & Hardware        | 1520 Russo Power Equipment             | SPI20141092 | Chain Saw Fuel & Chain Loop                                   | 148.98    |
| 58  | 7035 | Supplies - Equipment R&M           | 1057 Menard Incorporated               | 14448A      | CLR Remover for Cleaning Tools                                | 5.28      |
| 59  | 7035 | Supplies - Equipment R&M           | 1057 Menard Incorporated               | 14608       | Brass Nozzle & Fireman's Nozzle                               | 16.98     |
| 60  | 7050 | Supplies - Streetscape             | 1516 Arthur Clesen Inc                 | 4505-00     | 2 Bags Grass Seed - Restorations - 03/30/2023                 | 400.00    |
| 61  | 7050 | Supplies - Streetscape             | 1347 Lurvey Landscape Supply           | T1-10470847 | 6.0 Cu Yds Top Soil - Restorations - 03/29/2023               | 192.00    |

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|---------------------------------------|---------|------------------------|--------------------------------------|--|------------------|
| 62                                    | 7050    | Supplies - Streetscape | 1347 Lurvey Landscape Supply         | T1-10471966<br>9.0 Cu Yds Top Soil - Stump Restorations - 04/10/2023 | 288.00           |
| 63                                    | 7055    | Supplies - Street R&M  | 1527 Sherwin-Williams Company, The   | 0942-3<br>Materials - Pavement Marking Machine                       | 69.11            |
| 64                                    | 7055    | Supplies - Street R&M  | 7691 Builders Asphalt LLC            | 112916<br>4.54 Tons Asphalt - Potholes - 04/03/2023                  | 299.64           |
| 65                                    | 7055    | Supplies - Street R&M  | 7691 Builders Asphalt LLC            | 112940<br>5.12 Tons Asphalt - Main Break Restoration - 04/05/2023    | 337.92           |
| 66                                    | 7055    | Supplies - Street R&M  | 7691 Builders Asphalt LLC            | 112972<br>9.14 Tons Asphalt - Main Break Restoration - 04/06/2023    | 603.24           |
| 67                                    | 7055    | Supplies - Street R&M  | 7691 Builders Asphalt LLC            | 113056<br>6.08 Tons Asphalt - Main Break Repair - 04/10/2023         | 401.28           |
| 68                                    | 7055    | Supplies - Street R&M  | 1057 Menard Incorporated             | 14921<br>Viewtainer, Hex Bolts, Wing Nuts                            | 15.29            |
| 69                                    | 7055    | Supplies - Street R&M  | 1702 Diamond Paint & Home Center LLC | 220000014330<br>Paint - Graffiti Removal                             | 52.95            |
| 70                                    | 7055    | Supplies - Street R&M  | 4093 White Cap LP                    | 50021618426<br>2 Pairs Slush Boots                                   | 37.38            |
| 71                                    | 7055    | Supplies - Street R&M  | 1043 WW Grainger Inc                 | 9658445391<br>25 Streetlight Bulbs                                   | 330.10           |
| 72                                    | 7055    | Supplies - Street R&M  | 1192 Sherwin Industries Inc          | SS097342<br>2 Tree Work Ahead Signs                                  | 283.94           |
| <b>Total 530 - Street Maintenance</b> |         |                        |                                      |  | <b>40,696.44</b> |

| Division: 535 - Facilities & Grounds Maintenance |      |                                    |   |  |          |
|--|------|------------------------------------|---|--|----------|
| 73   | 6145 | Custodial Services                 | 8073 Crystal Maintenance Services Corporation | 30882<br>Custodial Services - 7 Buildings - April 2023, R-156-22           | 8,240.00 |
| 74   | 6195 | Miscellaneous Contractual Services | 6420 International Exterminator Company Inc   | 03-2745<br>Exterior Pest Control - City Hall & Police - 03/01/2023         | 80.00    |
| 75   | 6195 | Miscellaneous Contractual Services | 6420 International Exterminator Company Inc   | 03-2746<br>Interior Pest Control - City Hall & Police Station - 03/01/2023 | 193.00   |
| 76   | 6195 | Miscellaneous Contractual Services | 6420 International Exterminator Company Inc   | 04-2535<br>Exterior Pest Control - City Hall & Police - 04/01/2023         | 80.00    |
| 77   | 6195 | Miscellaneous Contractual Services | 6420 International Exterminator Company Inc   | 04-2536<br>Interior Pest Control - City Hall & Police Station - 04/01/2023 | 193.00   |
| 78   | 6195 | Miscellaneous Contractual Services | 1742 Fredriksen Fire Equipment Co             | 223288<br>Fire Extinguisher Maintenance - Theater - 04/07/2023             | 79.70    |
| 79   | 6195 | Miscellaneous Contractual Services | 1029 Cintas Corporation                       | 4150921379<br>Mat Service - Metra Train Station - 03/29/2023               | 35.55    |
| 80   | 6195 | Miscellaneous Contractual Services | 1029 Cintas Corporation                       | 4151632915<br>Mat Service - Police Station - 04/05/2023                    | 128.85   |
| 81   | 6195 | Miscellaneous Contractual Services | 1029 Cintas Corporation                       | 4151632943<br>Mat Service - Metra Train Station - 04/05/2023               | 35.55    |
| 82   | 6195 | Miscellaneous Contractual Services | 5214 State Industrial Products                | 902858633<br>Drain Maintenance Program 04/08/2023 - City Hall              | 115.93   |
| 83   | 6315 | R&M Buildings & Structures         | 5982 Mr Duct Inc                              | 00096265<br>Duct Cleaning - Food Pantry - 04/06/2023                       | 885.00   |
| 84   | 6315 | R&M Buildings & Structures         | 5982 Mr Duct Inc                              | 00096334<br>Duct Cleaning - Fire Station #62 - 04/07/2023                  | 695.00   |
| 85   | 6315 | R&M Buildings & Structures         | 1135 Colley Elevator Co                       | 240644<br>Elevator Inspection - Theater - 04/01/2023                       | 185.00   |
| 86   | 6315 | R&M Buildings & Structures         | 4583 Argon Electric Company, Inc              | 9610<br>Data Install - City Hall 4th Floor - 07/25/2022                    | 2,372.00 |
| 87   | 6315 | R&M Buildings & Structures         | 8772 Helm Service                             | CHI190399<br>Heater Repair - Metra Train Station - 03/31/2023, R-228-22    | 1,440.06 |
| 88   | 6315 | R&M Buildings & Structures         | 2350 Anderson Elevator Co                     | INV-69334-M7C2<br>Elevator Inspections - City Hall & Police - March 2023   | 575.00   |

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| 89     | 6315    | R&M Buildings & Structures  | 2350 Anderson Elevator Co          | INV-70575-V3T9      | Elevator Inspections - April 2023                              | 575.00 |
| 90     | 7000    | Office Supplies             | 1644 Warehouse Direct Inc          | 5422182-0           | 4 Binders & Copy Paper - PW                                    | 16.97  |
| 91     | 7020    | Supplies - Safety           | 1047 Home Depot Credit Svcs        | 6020854             | Safety Supplies - Leela Building Demo                          | 149.41 |
| 92     | 7025    | Supplies - Custodial        | 8244 Des Plaines Ace Hardware      | 3717                | 1 Gallon of White Distilled Vinegar                            | 5.93   |
| 93     | 7025    | Supplies - Custodial        | 1029 Cintas Corporation            | 4150921426          | Cleaners, Paper Towels, Soap, Mat, & Scrubs - PW               | 151.64 |
| 94     | 7025    | Supplies - Custodial        | 1029 Cintas Corporation            | 4151632917          | Cleaners, Paper Towels, Soap, Mat, & Scrubs - PW               | 268.18 |
| 95     | 7030    | Supplies - Tools & Hardware | 1047 Home Depot Credit Svcs        | 6020853             | Multi-Tool Blade Kit   | 139.94 |
| 96     | 7045    | Supplies - Building R&M     | 1018 Anderson Lock Company LTD     | 1117039             | Door Gap Filler - Fire Station #61                             | 360.15 |
| 97     | 7045    | Supplies - Building R&M     | 1018 Anderson Lock Company LTD     | 1117452             | Door Handle - Police Station                                   | 149.05 |
| 98     | 7045    | Supplies - Building R&M     | 1018 Anderson Lock Company LTD     | 1117481             | Door Handle - Police Station                                   | 149.05 |
| 99     | 7045    | Supplies - Building R&M     | 1527 Sherwin-Williams Company, The | 1390-9              | Stain  | 21.89  |
| 100    | 7045    | Supplies - Building R&M     | 1057 Menard Incorporated           | 14684               | Elbow, Q-Turn, Nipple, Coupling, Tailpiece, Etc. - City Hall   | 227.56 |
| 101    | 7045    | Supplies - Building R&M     | 1057 Menard Incorporated           | 14697A              | Tapcon Hex, Straps, Roof Repair Tape, Etc. - History Center    | 117.31 |
| 102    | 7045    | Supplies - Building R&M     | 1057 Menard Incorporated           | 14726               | Gutter Apron, Stars, Etc. - History Center                     | 20.22  |
| 103    | 7045    | Supplies - Building R&M     | 1057 Menard Incorporated           | 14732               | Roof Edge - History Center                                     | 8.39   |
| 104    | 7045    | Supplies - Building R&M     | 1057 Menard Incorporated           | 14879               | Wood Glue, Clamps, Router Bit, Nails - City Hall               | 85.42  |
| 105    | 7045    | Supplies - Building R&M     | 1057 Menard Incorporated           | 14901               | Sealer, Gang Box, LEDs, Blank Cover, Etc. - Historical Society | 94.30  |
| 106    | 7045    | Supplies - Building R&M     | 1057 Menard Incorporated           | 14902               | Roof Patch Sealer & Roof Tape - Fire Station #63               | 74.95  |
| 107    | 7045    | Supplies - Building R&M     | 1057 Menard Incorporated           | 14957               | Flashing, Sealer, Electrical Tape, Etc. - History Center       | 30.12  |
| 108    | 7045    | Supplies - Building R&M     | 1057 Menard Incorporated           | 15002               | Pad, Sanding Disc, Featherboard - City Hall                    | 63.96  |
| 109    | 7045    | Supplies - Building R&M     | 1057 Menard Incorporated           | 15006               | Batteries, Sensor Faucet, Hand Sanitizer - City Hall           | 137.38 |
| 110    | 7045    | Supplies - Building R&M     | 1057 Menard Incorporated           | 15009               | 12 Clevis Hangers - History Center                             | 22.33  |
| 111    | 7045    | Supplies - Building R&M     | 1057 Menard Incorporated           | 15046A              | Combo Square & Rafter Square - City Hall                       | 15.97  |
| 112    | 7045    | Supplies - Building R&M     | 1057 Menard Incorporated           | 15060               | Access Panel & Hand Sanitizer - History Center                 | 29.99  |
| 113    | 7045    | Supplies - Building R&M     | 1057 Menard Incorporated           | 15097               | Sealer, Grille, Reg, Vent Cover - Fire Station #62             | 38.36  |
| 114    | 7045    | Supplies - Building R&M     | 1057 Menard Incorporated           | 15098A              | Electrical Repair Supplies - PW                                | 267.54 |
| 115    | 7045    | Supplies - Building R&M     | 1047 Home Depot Credit Svcs        | 1525727             | LED Lights & Sensor - Food Pantry                              | 112.01 |
| 116    | 7045    | Supplies - Building R&M     | 1047 Home Depot Credit Svcs        | 3072764             | Pipe Strainer & Gloves - City Hall                             | 14.28  |
| 117    | 7045    | Supplies - Building R&M     | 8244 Des Plaines Ace Hardware      | 3699                | Fasteners - City Hall  | 11.25  |
| 118    | 7045    | Supplies - Building R&M     | 8244 Des Plaines Ace Hardware      | 3705                | Fasteners - Police Station                                     | 8.75   |

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| 119   | 7045    | Supplies - Building R&M | 1047 Home Depot Credit Svcs            | 4032121             | Wood - Police Cameras              | 5.96     |
| 120   | 7045    | Supplies - Building R&M | 1047 Home Depot Credit Svcs            | 6033203             | Blades - City Hall                 | 34.97    |
| 121   | 7045    | Supplies - Building R&M | 1047 Home Depot Credit Svcs            | 7602123             | Podium Build Supplies - City Hall  | 121.48   |
| 122   | 7045    | Supplies - Building R&M | 1047 Home Depot Credit Svcs            | 8210476             | Returned Plywood - City Hall       | (448.90) |
| 123   | 7045    | Supplies - Building R&M | 1047 Home Depot Credit Svcs            | 9020515             | Plywood - City Hall                | 448.90   |
| 124   | 7045    | Supplies - Building R&M | 1513 Owl Hardwood Lumber & Plywood Inc | D-538685            | Plywood - City Hall                | 952.32   |
| 125   | 7045    | Supplies - Building R&M | 5969 Security Equipment Supply Inc     | U66227              | Door Latches - PW                  | 423.00   |
| 126   | 7200    | Other Supplies          | 1057 Menard Incorporated               | 15013               | 12 Cases Bottled Water - City Hall | 27.84    |
| 127   | 8010    | Furniture & Fixtures    | 1076 Sam's Club Direct                 | 6171                | 3 Office Chairs                    | 374.94   |
| 128   | 8010    | Furniture & Fixtures    | 1076 Sam's Club Direct                 | 7272                | 3 Office Chairs                    | 374.94   |
| <b>Total 535 - Facilities &amp; Grounds Maintenance</b> |         |                         |  |                     | <b>21,016.39</b>                   |          |

| Division: 540 - Vehicle Maintenance |      |                          |   |             |  |          |
|-------------------------------------|------|--------------------------|---|-------------|--|----------|
| 129                                 | 5325 | Training                 | 1753 American Public Works Association - APWA | 800870      | CPFP Test Application Fee - Vehicle Foreman - 02/27/2023 | 195.00   |
| 130                                 | 6135 | Rentals                  | 1029 Cintas Corporation                       | 4150856016  | Mechanic's Uniform Rental - 03/29/2023                   | 231.68   |
| 131                                 | 6310 | R&M Vehicles             | 1643 Golf Mill Ford                           | 880574      | Vehicle Repair - Police 6095 - 03/24/2023                | 1,077.43 |
| 132                                 | 7000 | Office Supplies          | 1644 Warehouse Direct Inc                     | 5422182-0   | 4 Binders & Copy Paper - PW                              | 16.97    |
| 133                                 | 7035 | Supplies - Equipment R&M | 4640 Albany Steel & Brass Corporation         | 139279      | Dust Skirt - PW 5107                                     | 108.93   |
| 134                                 | 7035 | Supplies - Equipment R&M | 8454 NAPA Auto Parts                          | 856674      | Fuel Nozzle - PW 5PW3                                    | 96.49    |
| 135                                 | 7035 | Supplies - Equipment R&M | 1520 Russo Power Equipment                    | SPI20139511 | Fuel Hose - PW Stock                                     | 9.79     |
| 136                                 | 7035 | Supplies - Equipment R&M | 1520 Russo Power Equipment                    | SPI20139513 | Starter Assembly - PW 5107                               | 93.99    |
| 137                                 | 7040 | Supplies - Vehicle R&M   | 1677 Wholesale Direct Inc                     | 000262310   | 4 Tail Lights - PW Stock                                 | 135.76   |
| 138                                 | 7040 | Supplies - Vehicle R&M   | 1673 Chicago Parts & Sound LLC                | 1-0346256   | Brake Rotors - Police Stock                              | 897.68   |
| 139                                 | 7040 | Supplies - Vehicle R&M   | 1673 Chicago Parts & Sound LLC                | 1-0346399   | 8 Spark Plugs - Police 6916                              | 44.32    |
| 140                                 | 7040 | Supplies - Vehicle R&M   | 1674 Spring-Align of Palatine, Inc            | 123715      | Spray Paint - PW Stock                                   | 159.00   |
| 141                                 | 7040 | Supplies - Vehicle R&M   | 1354 MPC Communications & Lighting Inc        | 23-1089     | 2 Tail Lights - Fire Stock                               | 317.50   |
| 142                                 | 7040 | Supplies - Vehicle R&M   | 3518 O'Reilly Auto Parts                      | 2479-143236 | Brake Rotors - Police Stock                              | 140.98   |
| 143                                 | 7040 | Supplies - Vehicle R&M   | 3518 O'Reilly Auto Parts                      | 2479-150720 | Core Return - Police 6088                                | (40.00)  |
| 144                                 | 7040 | Supplies - Vehicle R&M   | 3315 Regional Truck Equipment                 | 277438      | V-Box Spreader Parts - PW Stock                          | 372.52   |
| 145                                 | 7040 | Supplies - Vehicle R&M   | 1071 Pomp's Tire Service Inc                  | 280144832   | 4 Police Tires - Police Stock                            | 690.28   |
| 146                                 | 7040 | Supplies - Vehicle R&M   | 4280 Rush Truck Centers of Illinois Inc       | 3031897809  | CAC Hose & Clamps - PW 5079                              | 292.60   |
| 147                                 | 7040 | Supplies - Vehicle R&M   | 4280 Rush Truck Centers of Illinois Inc       | 3032059330  | Returned Valve - PW 5045                                 | (580.00) |



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| 148    | 7040    | Supplies - Vehicle R&M | 4280 Rush Truck Centers of Illinois Inc | 3032065459          | CAC Pipe, Gasket, Hoses & Clamps             | 535.41   |
| 149    | 7040    | Supplies - Vehicle R&M | 5573 Henderson Products Inc             | 375708              | Under Belly Plow Parts - PW Stock            | 2,363.94 |
| 150    | 7040    | Supplies - Vehicle R&M | 6224 Bumper to Bumper                   | 408-1326569         | V-Belt - Fire 7608                           | 62.99    |
| 151    | 7040    | Supplies - Vehicle R&M | 6224 Bumper to Bumper                   | 408-1326992         | Control Arm - PW 5027                        | 112.79   |
| 152    | 7040    | Supplies - Vehicle R&M | 6224 Bumper to Bumper                   | 408-1327453         | Returned Control Arm - PW 2027               | (112.79) |
| 153    | 7040    | Supplies - Vehicle R&M | 1643 Golf Mill Ford                     | 538863P             | Tube, Muffler, Gaskets, Nuts - Police 6517   | 1,216.02 |
| 154    | 7040    | Supplies - Vehicle R&M | 1643 Golf Mill Ford                     | 548537P             | Fuel Fill Pipe - Police 6085                 | 206.66   |
| 155    | 7040    | Supplies - Vehicle R&M | 1643 Golf Mill Ford                     | 548628P             | Clamp - PW 5076                              | 27.10    |
| 156    | 7040    | Supplies - Vehicle R&M | 1643 Golf Mill Ford                     | 548842P             | Deflector, Shield, & Nuts - Police 6106      | 169.76   |
| 157    | 7040    | Supplies - Vehicle R&M | 1643 Golf Mill Ford                     | 548843P             | Deflector - Police 6098                      | 89.60    |
| 158    | 7040    | Supplies - Vehicle R&M | 1643 Golf Mill Ford                     | 548880P             | Washer Hose Kit - Police 6087                | 46.94    |
| 159    | 7040    | Supplies - Vehicle R&M | 1643 Golf Mill Ford                     | 548996P             | Door Latch - Police 6099                     | 81.44    |
| 160    | 7040    | Supplies - Vehicle R&M | 1643 Golf Mill Ford                     | 548997P             | Door Latch - Police Stock                    | 81.44    |
| 161    | 7040    | Supplies - Vehicle R&M | 1643 Golf Mill Ford                     | 549002P             | Purge Valve - Fire 7512                      | 7.84     |
| 162    | 7040    | Supplies - Vehicle R&M | 1643 Golf Mill Ford                     | 549077P             | Thermostat & Seal - Police 6087              | 15.97    |
| 163    | 7040    | Supplies - Vehicle R&M | 8454 NAPA Auto Parts                    | 855326              | Starter & Core Deposit - PW 5076             | 177.97   |
| 164    | 7040    | Supplies - Vehicle R&M | 8454 NAPA Auto Parts                    | 856494              | Core Deposit Returned - Police 6028          | (36.00)  |
| 165    | 7040    | Supplies - Vehicle R&M | 8454 NAPA Auto Parts                    | 856593              | 2 Fuses - Fire 7402                          | 6.74     |
| 166    | 7040    | Supplies - Vehicle R&M | 8454 NAPA Auto Parts                    | 856618              | Exhaust Pipe - PW 5076                       | 50.76    |
| 167    | 7040    | Supplies - Vehicle R&M | 8454 NAPA Auto Parts                    | 856638              | Band Clamp - PW 5076                         | 12.36    |
| 168    | 7040    | Supplies - Vehicle R&M | 8454 NAPA Auto Parts                    | 856753              | 5 Fuses - Fire 7402                          | 21.50    |
| 169    | 7040    | Supplies - Vehicle R&M | 8454 NAPA Auto Parts                    | 856828              | Toggle Switch - Fire 7504                    | 7.78     |
| 170    | 7040    | Supplies - Vehicle R&M | 8454 NAPA Auto Parts                    | 857293              | Returned Filters - Police 6028               | (138.67) |
| 171    | 7040    | Supplies - Vehicle R&M | 8454 NAPA Auto Parts                    | 857342              | Brake Pads, Rotors, Calipers, Core - PW 2027 | 807.47   |
| 172    | 7040    | Supplies - Vehicle R&M | 8454 NAPA Auto Parts                    | 857526              | Diesel Exhaust Fluid - Fire Stock            | 663.60   |
| 173    | 7040    | Supplies - Vehicle R&M | 8454 NAPA Auto Parts                    | 857688              | Exhaust Isolator - Fire 7403                 | 6.03     |
| 174    | 7040    | Supplies - Vehicle R&M | 8454 NAPA Auto Parts                    | 857695              | 13 Filters - PW Stock                        | 286.61   |
| 175    | 7040    | Supplies - Vehicle R&M | 8454 NAPA Auto Parts                    | 857698              | Core Return - PW 2027                        | (132.00) |
| 176    | 7040    | Supplies - Vehicle R&M | 5035 Northwest Trucks Inc               | X101110897:01       | 12 Fuel Filters - Fire Stock                 | 491.88   |
| 177    | 7040    | Supplies - Vehicle R&M | 2202 TransChicago Truck Group           | X101304134:01       | Gas Cylinder - Fire 7706                     | 69.80    |

# City of Des Plaines

## Warrant Register 05/01/2023

| Line #                                 | Account | Vendor   | Invoice                           | Invoice Description | Amount  |           |
|--|---------|----------|-----------------------------------|---------------------|---|-----------|
| 178                                    | 7120    | Gasoline | 8331 Avalon Petroleum Company Inc | 568082              | 5,000 Gals Unleaded Gasoline - 03/28/2023, R-162-22 | 12,477.71 |
| 179                                    | 7130    | Diesel   | 8331 Avalon Petroleum Company Inc | 022045              | 2,000 Gals Bio Diesel Fuel - 03/28/2023, R-162-22   | 5,205.32  |
| <b>Total 540 - Vehicle Maintenance</b> |         |          |                                   |                     | <b>29,144.89</b>                                    |           |

|  |                   |
|--|-------------------|
| <b>Total 50 - Public Works &amp; Engineering</b> | <b>111,720.61</b> |
|--|-------------------|

| Police Department                   |      |                                    |                                       |             |   |        |
|-------------------------------------|------|------------------------------------|---------------------------------------|-------------|---|--------|
| Division: 610 - Uniformed Patrol    |      |                                    |                                       |             |   |        |
| 180                                 | 5325 | Training                           | 1261 Northeast Multiregional Training | 322772      | Close Qtr Handgun Class 3/14-3/15/2023 (1 Ofc)    | 200.00 |
| 181                                 | 6195 | Miscellaneous Contractual Services | 1817 Aftermath Inc                    | JC2023-0188 | Bio-Hazard Clean Up 4/2/2023 S-2, S-3 RD 23-07923 | 300.00 |
| 182                                 | 7200 | Other Supplies                     | 2509 Lynn Peavey Co                   | 397336      | 5 Boxes of Cotton Swabs                           | 91.30  |
| 183                                 | 7200 | Other Supplies                     | 2509 Lynn Peavey Co                   | 399466      | Cotton Swabs, Photo Rule                          | 58.44  |
| <b>Total 610 - Uniformed Patrol</b> |      |                                    |                                       |             | <b>649.74</b>                                     |        |

| Division: 620 - Criminal Investigation    |      |                                    |                                |                  |   |        |
|---|------|------------------------------------|--------------------------------|------------------|---|--------|
| 184                                       | 5335 | Travel Expenses                    | 3224 Boniak, Thomas            | Reimb 4/3-4/6    | Reimb Expenses 4/3-4/6 Background Investigation | 723.84 |
| 185                                       | 6110 | Printing Services                  | 1233 Press Tech Inc            | 50948            | 1 Box of Business Cards 3/31/2023               | 30.00  |
| 186                                       | 6195 | Miscellaneous Contractual Services | 1517 Trans Union LLC           | 03347387         | Investigations Database 2/26-3/25/2023          | 100.00 |
| 187                                       | 6195 | Miscellaneous Contractual Services | 1572 LexisNexis Risk Solutions | 1037713-20230331 | Investigations Database 3/1-3/31/2023           | 238.35 |
| 188                                       | 6195 | Miscellaneous Contractual Services | 1683 Thomson Reuters           | 848095792        | Investigations Database 3/1-3/31/2023           | 367.26 |
| 189                                       | 7300 | Uniforms                           | 5705 Artistic Engraving        | 20739            | Detective Star (1)                              | 123.75 |
| <b>Total 620 - Criminal Investigation</b> |      |                                    |                                |                  | <b>1,583.20</b>                                 |        |

| Division: 630 - Support Services    |      |                                    |                                       |            |   |           |
|-------------------------------------|------|------------------------------------|---------------------------------------|------------|---|-----------|
| 190                                 | 5325 | Training                           | 1261 Northeast Multiregional Training | 322920     | Tactical Trauma and Shock Class 3/30-3/31/2023 (1Ofc) | 125.00    |
| 191                                 | 6000 | Professional Services              | 5975 Aero Removals Trisons Inc        | 21137CR    | Removal and Transport of 3 Deceased March 2023        | 1,200.00  |
| 192                                 | 6195 | Miscellaneous Contractual Services | 8566 Andy Frain Services Inc          | 336829     | 2023 Crossing Guard Services 3/1-3/31/2023            | 33,963.44 |
| 193                                 | 6195 | Miscellaneous Contractual Services | 1077 Shred-It USA LLC                 | 8003693386 | Shredding Services 03/03-03/31/2023                   | 497.46    |
| 194                                 | 7000 | Office Supplies                    | 1644 Warehouse Direct Inc             | 5466273-0  | Copy Paper (8)  | 428.24    |
| 195                                 | 7000 | Office Supplies                    | 1644 Warehouse Direct Inc             | 5471377-0  | Bags, Tape, Correction Tape                           | 74.99     |
| 196                                 | 7200 | Other Supplies                     | 1018 Anderson Lock Company LTD        | 1117676    | 5 Special Cut Keys                                    | 38.65     |
| 197                                 | 7200 | Other Supplies                     | 1018 Anderson Lock Company LTD        | 115453     | Wall Mounted Key Box                                  | 42.74     |
| 198                                 | 7310 | Publications                       | 1683 Thomson Reuters                  | 848155511  | West's Criminal Law and Procedure (2)                 | 456.00    |
| <b>Total 630 - Support Services</b> |      |                                    |                                       |            | <b>36,826.52</b>                                      |           |

|                                     |                  |
|-------------------------------------|------------------|
| <b>Total 60 - Police Department</b> | <b>39,059.46</b> |
|-------------------------------------|------------------|

| Fire Department                |      |                |                               |                |                                   |        |
|--------------------------------|------|----------------|-------------------------------|----------------|-----------------------------------|--------|
| Division: 100 - Administration |      |                |                               |                |                                   |        |
| 199                            | 7200 | Other Supplies | 1046 Hinckley Spring Water Co | 2533573 041023 | Water Delivery Service 03/30/2023 | 33.04  |
| 200                            | 7300 | Uniforms       | 3212 On Time Embroidery Inc   | 106804         | 1 Cap - Deputy Chief              | 150.00 |

# City of Des Plaines

## Warrant Register 05/01/2023

| Line #                            | Account | Vendor   | Invoice                     | Invoice Description | Amount   |        |
|-----------------------------------|---------|----------|-----------------------------|---------------------|--|--------|
| 201                               | 7300    | Uniforms | 3212 On Time Embroidery Inc | 108681              | 6 Shirts, 2 Trousers, Shoes, Etc. - Division Chief | 460.00 |
| <b>Total 100 - Administration</b> |         |          |                             |                     | <b>643.04</b>                                      |        |

| <b>Division: 710 - Emergency Services</b> |      |                                    |                                      |                 |  |          |
|---|------|------------------------------------|--------------------------------------|-----------------|--|----------|
| 202                                       | 5325 | Training                           | 2440 DJS Scuba Locker Inc            | 62696           | Open Water Class 4/17-4/20/23 - Paramedic                        | 735.00   |
| 203                                       | 5325 | Training                           | 2413 Iorio, Michael                  | Reimb 12/5-12/8 | Reimb Meals/Hotel/Rental Veh-Highrise Class 12/5-12/8/22-Bat Chf | 968.30   |
| 204                                       | 5345 | Post-Employment Testing            | 1267 Northwest Community Hospital    | 30314           | 4 Fire Annual Physicals 3/10-3/20/2023                           | 1,551.00 |
| 205                                       | 6195 | Miscellaneous Contractual Services | 1077 Shred-It USA LLC                | 8003542056      | On-Site Shredding Services Fire Dept. Admin. 03/03/23            | 103.53   |
| 206                                       | 6305 | R&M Equipment                      | 1670 Arlington Power Equipment Inc   | 146596          | Chainsaw Repair 2/23/23  | 125.79   |
| 207                                       | 6305 | R&M Equipment                      | 1525 Hastings Air-Energy Control Inc | PS-I0001057     | Repair Flex Hose - 03/21/2023                                    | 747.00   |
| 208                                       | 6315 | R&M Buildings & Structures         | 1748 Novak & Parker Inc              | 768007          | Dryer Repair - 03/29/2023 - Station 62                           | 245.40   |
| 209                                       | 6315 | R&M Buildings & Structures         | 7952 Emerald Restaurant Service      | 96130           | Oven & Grill Repair - Station 63 - 04/03/2023                    | 2,185.40 |
| 210                                       | 7025 | Supplies - Custodial               | 1043 WW Grainger Inc                 | 9662973925      | 4 Packs of Garbage Bags  | 115.80   |
| 211                                       | 7025 | Supplies - Custodial               | 1043 WW Grainger Inc                 | 9663144872      | 2 Toilet Brushes, Broom  | 107.41   |
| 212                                       | 7025 | Supplies - Custodial               | 1043 WW Grainger Inc                 | 9666916102      | 2 Cases Paper Towels   | 63.50    |
| 213                                       | 7025 | Supplies - Custodial               | 1043 WW Grainger Inc                 | 9668164255      | 24 Containers of Cleaner   | 67.20    |
| 214                                       | 7035 | Supplies - Equipment R&M           | 2054 Breathing Air Systems           | INV-IL291       | 5 SCBA Valves  | 131.64   |
| 215                                       | 7035 | Supplies - Equipment R&M           | 1525 Hastings Air-Energy Control Inc | PS-I0001041     | Tailpipe Adaptor   | 425.09   |
| 216                                       | 7200 | Other Supplies                     | 1046 Hinckley Spring Water Co        | 2533573 041023  | Water Delivery Service 03/30/2023                                | (51.01)  |
| 217                                       | 7200 | Other Supplies                     | 3297 Bound Tree Medical LLC          | 84914188        | 20 Penlights   | 63.29    |
| 218                                       | 7200 | Other Supplies                     | 3297 Bound Tree Medical LLC          | 84915795        | 2 Stretchers   | 659.90   |
| 219                                       | 7200 | Other Supplies                     | 1571 Welding Industrial Supply       | R03024419       | 14 Cylinders, Balloon Filler - March 2023                        | 167.89   |
| 220                                       | 7300 | Uniforms                           | 3212 On Time Embroidery Inc          | 104876          | 2 Station Pants - Paramedic                                      | 136.00   |
| 221                                       | 7300 | Uniforms                           | 3212 On Time Embroidery Inc          | 108630          | 1 Job Shirt - Engineer   | 72.00    |
| 222                                       | 7300 | Uniforms                           | 3212 On Time Embroidery Inc          | 108683          | Lined Cap, 2 Station Pants - Paramedic                           | 170.00   |
| 223                                       | 7300 | Uniforms                           | 3212 On Time Embroidery Inc          | 109071          | 5 T-Shirts, Knit Cap - Paramedic                                 | 87.00    |
| 224                                       | 7300 | Uniforms                           | 3212 On Time Embroidery Inc          | 109072          | 2 Trousers, 2 Caps, 5 Shirts, Shorts - Paramedic                 | 354.00   |
| 225                                       | 7300 | Uniforms                           | 3212 On Time Embroidery Inc          | 109073          | 2 Long Sleeve T- Shirts, 1 Station Pant - Engineer               | 100.00   |
| 226                                       | 7300 | Uniforms                           | 3212 On Time Embroidery Inc          | 109074          | 2 Trousers, Boots - Paramedic                                    | 291.00   |
| 227                                       | 7300 | Uniforms                           | 3212 On Time Embroidery Inc          | 109075          | 2 Polos, Shorts, Twill Cap - Paramedic                           | 154.00   |
| 228                                       | 7300 | Uniforms                           | 3212 On Time Embroidery Inc          | 109126          | 1 Hat, 8 Shirts, 3 Station Pants - Lieutenant                    | 394.00   |
| 229                                       | 7300 | Uniforms                           | 3212 On Time Embroidery Inc          | 109161          | 6 Shirts, 3 Shorts, Shoes, Belt, 3 Pants - Lieutenant            | 630.00   |

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| Line #                                | Account | Vendor              | Invoice                     | Invoice Description | Amount  |        |
|---------------------------------------|---------|---------------------|-----------------------------|---------------------|---|--------|
| 230                                   | 7300    | Uniforms            | 3212 On Time Embroidery Inc | 109167              | 3 Polos, 5 T- Shirts, 4 Pants, 1 Boot, Etc. - Lieutenant    | 682.00 |
| 231                                   | 7300    | Uniforms            | 3212 On Time Embroidery Inc | 109182              | 3 Polos, 3 Pants, 2 Shorts - Paramedic                      | 396.00 |
| 232                                   | 7300    | Uniforms            | 3212 On Time Embroidery Inc | 109923              | 1 Cap - Paramedic   | 22.00  |
| 233                                   | 7300    | Uniforms            | 3212 On Time Embroidery Inc | 109924              | 5 T- Shirts, 2 Trousers - Lieutenant                        | 217.00 |
| 234                                   | 7300    | Uniforms            | 3212 On Time Embroidery Inc | 109925              | 3 T- Shirts - Lieutenant                                    | 48.00  |
| 235                                   | 7300    | Uniforms            | 3212 On Time Embroidery Inc | 110027              | 1 Knit Cap - Paramedic                                      | 22.00  |
| 236                                   | 7300    | Uniforms            | 3212 On Time Embroidery Inc | 110028              | Cap, 5 T- Shirts - Lieutenant                               | 77.00  |
| 237                                   | 7300    | Uniforms            | 3212 On Time Embroidery Inc | 110029              | Knit Cap, Sweatpants, Shorts, 4 T- Shirts, Belt - Paramedic | 138.00 |
| 238                                   | 7300    | Uniforms            | 3212 On Time Embroidery Inc | 110030              | Cap, Shorts, 5 T- Shirts - Paramedic                        | 106.00 |
| 239                                   | 7300    | Uniforms            | 3212 On Time Embroidery Inc | 110032              | 2 Caps, 3 Pants - Paramedic                                 | 243.00 |
| 240                                   | 7300    | Uniforms            | 3212 On Time Embroidery Inc | 110033              | 3 T- Shirts, 2 Pants, Belt - Paramedic                      | 207.00 |
| 241                                   | 7300    | Uniforms            | 3212 On Time Embroidery Inc | 110034              | 2 Trousers, 2 Caps - Paramedic                              | 191.00 |
| 242                                   | 7320    | Equipment < \$5,000 | 1047 Home Depot Credit Svcs | 4514661             | 2 Hammers, Chalk Kit, Misc Equipment                        | 199.25 |
| 243                                   | 7320    | Equipment < \$5,000 | 1047 Home Depot Credit Svcs | 4514663             | Nail Puller   | 19.97  |
| 244                                   | 7320    | Equipment < \$5,000 | 3014 Motorola Solutions Inc | 8281595523          | 6 Radio Batteries   | 791.70 |
| <b>Total 710 - Emergency Services</b> |         |                     |                             |                     | <b>14,160.05</b>  |        |

| <b>Division: 720 - Fire Prevention</b> |      |                |                                      |                |  |        |
|--|------|----------------|--------------------------------------|----------------|--|--------|
| 245                                    | 5325 | Training       | 2036 Fire Investigators Strike Force | May 10, 2023   | Fire Investigator's Seminar 5/10/23-2 Investigators, Inspector | 105.00 |
| 246                                    | 7200 | Other Supplies | 1046 Hinckley Spring Water Co        | 2533573 041023 | Water Delivery Service 03/30/2023                              | 75.44  |
| <b>Total 720 - Fire Prevention</b>     |      |                |                                      |                | <b>180.44</b>  |        |

| <b>Division: 730 - Emergency Management Agency</b> |      |                     |                             |            |                               |          |
|--|------|---------------------|-----------------------------|------------|-------------------------------|----------|
| 247  | 7000 | Office Supplies     | 8632 Imaging Essentials Inc | SINV103723 | 8 Plotter Printing Cartridges | 893.80   |
| 248  | 7320 | Equipment < \$5,000 | 8632 Imaging Essentials Inc | SINV103722 | Inkjet Plotters & Accessories | 8,495.00 |
| <b>Total 730 - Emergency Management Agency</b>     |      |                     |                             |            | <b>9,388.80</b>               |          |

|                                   |  |  |  |  |                  |
|-----------------------------------|--|--|--|--|------------------|
| <b>Total 70 - Fire Department</b> |  |  |  |  | <b>24,372.33</b> |
|-----------------------------------|--|--|--|--|------------------|

| <b>Department: 75 - Fire &amp; Police Commission</b> |      |                        |                                   |            |  |        |
|--|------|------------------------|-----------------------------------|------------|--|--------|
| 249  | 5340 | Pre-Employment Testing | 5213 Shaughnessy, Kevin W         | 04/12/2023 | Pre-Employment Polygraph Testing Services 3/16-3/31/2023       | 460.00 |
| 250  | 5340 | Pre-Employment Testing | 1483 Personnel Evaluation Inc     | 47179      | PD PEP - Pep Billing 3/01-3/31/2023                            | 75.00  |
| 251  | 6000 | Professional Services  | 8840 National Testing Network Inc | 12258      | Annual Membership for Testing/Recruiting: 3/30/2023-03/30/2024 | 500.00 |
| 252  | 6100 | Publication of Notices | 3399 Blue Line, The               | 44697      | Firefighter/Paramedic Recruitment Listing 4/4-5/2/2023         | 348.00 |

# City of Des Plaines

## Warrant Register 05/01/2023

| Line #   | Account | Vendor                 | Invoice             | Invoice Description | Amount  |        |
|--|---------|------------------------|---------------------|---------------------|---|--------|
| 253  | 6100    | Publication of Notices | 3399 Blue Line, The | 44698               | Entry Level PD Recruitment Listing 4/4-5/2/2023 | 348.00 |
| <b>Total 75 - Fire &amp; Police Commission</b> |         |                        |                     |                     | <b>1,731.00</b>                                 |        |

| <b>Department: 90 - Overhead</b> |      |                             |                                 |            |  |           |
|----------------------------------|------|-----------------------------|---------------------------------|------------|--|-----------|
| 254                              | 6030 | AMB Fee Processing Services | 3640 Andres Medical Billing Ltd | 042023DPIL | Collections for Services March 2023 - Ambulance Fees | 11,592.50 |
| <b>Total 90 - Overhead</b>       |      |                             |                                 |            | <b>11,592.50</b>                                     |           |

|                                 |  |  |  |  |                   |
|---------------------------------|--|--|--|--|-------------------|
| <b>Total 100 - General Fund</b> |  |  |  |  | <b>224,217.34</b> |
|---------------------------------|--|--|--|--|-------------------|

| <b>Fund: 208 - TIF #8 Oakton</b> |      |                       |  |        |  |          |
|----------------------------------|------|-----------------------|--|--------|--|----------|
| 255                              | 6000 | Professional Services | 1123 Christopher B Burke Engineering LTD | 182152 | R-172-22 TO #2 - Oakton/Maple Drainage Eng Svcs 02/26-03/25/2023 | 5,256.00 |
| <b>Total 208 - TIF #8 Oakton</b> |      |                       |  |        | <b>5,256.00</b>  |          |

| <b>Fund: 230 - Motor Fuel Tax Fund</b> |      |                       |                                      |       |  |           |
|--|------|-----------------------|--------------------------------------|-------|--|-----------|
| 256                                    | 6000 | Professional Services | 7355 Soil & Material Consultants Inc | 48778 | Soil Assessment for 2023 CIP Projects 03/31/2023 | 10,679.00 |
| <b>Total 230 - Motor Fuel Tax Fund</b> |      |                       |                                      |       | <b>10,679.00</b>                                 |           |

| <b>Fund: 250 - Grant Projects Fund</b> |      |                       |  |    |   |          |
|--|------|-----------------------|--|----|---|----------|
| <b>Program: 2520 - Capital Grants</b>  |      |                       |  |    |   |          |
| 257                                    | 6000 | Professional Services | 1123 Christopher B Burke Engineering LTD | 15 | R-183-21 Oakton St Sidepath Phase II 02/26-03/25/23 | 2,226.63 |
| <b>Total 2520 - Capital Grants</b>     |      |                       |  |    | <b>2,226.63</b>                                     |          |

|  |  |  |  |  |                 |
|--|--|--|--|--|-----------------|
| <b>Total 250 - Grant Projects Fund</b> |  |  |  |  | <b>2,226.63</b> |
|--|--|--|--|--|-----------------|

| <b>Fund: 260 - Asset Seizure Fund</b> |      |                  |                            |               |   |        |
|---------------------------------------|------|------------------|----------------------------|---------------|---|--------|
| <b>Program: 2640 - Forfeit</b>        |      |                  |                            |               |   |        |
| 258                                   | 6115 | Licensing/Titles | 1744 IL Secretary of State | 1901583B-2024 | Squad # 17 License Plate Renewal (2024) | 151.00 |
| <b>Total 2640 - Forfeit</b>           |      |                  |                            |               | <b>151.00</b>                           |        |

|                                       |  |  |  |  |               |
|---------------------------------------|--|--|--|--|---------------|
| <b>Total 260 - Asset Seizure Fund</b> |  |  |  |  | <b>151.00</b> |
|---------------------------------------|--|--|--|--|---------------|

| <b>Fund: 400 - Capital Projects Fund</b> |      |                       |                                   |            |  |           |
|--|------|-----------------------|-----------------------------------|------------|--|-----------|
| 259                                      | 6000 | Professional Services | 7623 UrbanHydro Engineering Inc   | 185        | Task Order #3 - 2023 CRS Verification 03/01-03/31/2023           | 2,812.50  |
| 260                                      | 6000 | Professional Services | 1079 AECOM Technical Services Inc | 2000740875 | R-135-22 Pavement Management Prog Engr Svcs TO#3 1/28/23-3/31/23 | 11,935.65 |
| 261                                      | 6000 | Professional Services | 8492 TranSystems Corporation      | 4059390-09 | R-171-21 Ph 1 Eng Srv-Algonquin Rd Grade Sep 2/18-3/17/23        | 12,860.70 |
| <b>Total 400 - Capital Projects Fund</b> |      |                       |                                   |            | <b>27,608.85</b>   |           |

| <b>Fund: 420 - IT Replacement Fund</b> |      |                   |                        |             |  |          |
|--|------|-------------------|------------------------|-------------|--|----------|
| 262                                    | 8005 | Computer Hardware | 1035 Dell Marketing LP | 10663139857 | 4 Dell 27" Monitors and 2 Soundbars                        | 1,636.74 |
| 263                                    | 8005 | Computer Hardware | 1035 Dell Marketing LP | 10663431095 | 5 Monitors and Soundbars                                   | 1,103.40 |
| 264                                    | 8005 | Computer Hardware | 1026 CDW LLC           | HR06877     | Qty 2 of Havis Docking Stations for a Dell Latitude Laptop | 1,311.00 |
| <b>Total 420 - IT Replacement Fund</b> |      |                   |                        |             | <b>4,051.14</b>  |          |

| <b>Fund: 430 - Facilities Replacement Fund</b> |      |                            |                                      |            |  |          |
|--|------|----------------------------|--------------------------------------|------------|--|----------|
| 265  | 6000 | Professional Services      | 3338 Gabriel Environmental Services  | 0323A0125  | Asbestos Testing - Leela Building - 02/28-03/30/2023           | 1,010.00 |
| 266  | 6315 | R&M Buildings & Structures | 7706 Lakeshore Recycling Systems LLC | 0005274961 | Dumpster Service - Leela Building - 03/21-03/29/2023           | 1,792.00 |
| 267  | 6315 | R&M Buildings & Structures | 7371 Gilco Scaffolding Company LLC   | 16510      | Scaffold Deck & Chute Rental 03/07-04/03/2023 - Leela Building | 700.00   |

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| Line #   | Account | Vendor                     | Invoice                              | Invoice Description   | Amount           |
|--|---------|----------------------------|--------------------------------------|---|------------------|
| 268  | 6315    | R&M Buildings & Structures | 7371 Gilco Scaffolding Company LLC   | 16511 Upper Debris Chute Rental 03/07-04/03/2023 - Leela Building | 100.00           |
| 269  | 6315    | R&M Buildings & Structures | 5440 Manusos General Contracting Inc | 6624 Additional Framing & Drywall 10/19/2022 - Fire Station #61   | 2,087.20         |
| 270  | 6315    | R&M Buildings & Structures | 5440 Manusos General Contracting Inc | 6625 Spray Insulation 10/19/2022 - Fire Station #61               | 1,155.00         |
| 271  | 6315    | R&M Buildings & Structures | 5635 Weber Group Management Inc      | WG23-183 Asbestos Abatement - 1456 Miner - 04/10/2023             | 9,400.00         |
| 272  | 7045    | Supplies - Building R&M    | 1057 Menard Incorporated             | 15207 Demolition Supplies - Leela Building Demo                   | 56.45            |
| 273  | 7045    | Supplies - Building R&M    | 1047 Home Depot Credit Svcs          | 9020529 Bottled Water, Saw Blades, Etc. - Leela Building          | 93.84            |
| 274  | 7045    | Supplies - Building R&M    | 1520 Russo Power Equipment           | SPI20151932 2 Wheelbarrows & 2 Foam Wheels - Leela Building       | 777.98           |
| <b>Total 430 - Facilities Replacement Fund</b> |         |                            |                                      |   | <b>17,172.47</b> |

| Fund: 500 - Water/Sewer Fund  |      |                                    |   |                  |  |          |
|-------------------------------|------|------------------------------------|---|------------------|--|----------|
| Non Departmental              |      |                                    |   |                  |  |          |
| Division: 550 - Water Systems |      |                                    |   |                  |  |          |
| 275                           | 5320 | Conferences                        | 4823 Schilf, David K                              | Reimb 04/05/2023 | IEPA Regulatory Training - Superintendent - 03/21-03/23/2023     | 268.56   |
| 276                           | 5320 | Conferences                        | 4281 Watkins, Timothy                             | Reimb 04/05/2023 | IEPA Regulatory Training - Asst Director - 03/21-03/23/2023      | 268.56   |
| 277                           | 6040 | Waste Hauling & Debris Removal     | 1328 John Neri Construction Company Inc           | 031723           | Aggregate Materials/Spoils Disposal - 03/01-03/02/2023, R-175-20 | 5,436.00 |
| 278                           | 6040 | Waste Hauling & Debris Removal     | 1328 John Neri Construction Company Inc           | 032223           | Aggregate Materials/Spoils Disposal - 03/01/2023, R-175-20       | 184.00   |
| 279                           | 6180 | Water Sample Testing               | 1642 Suburban Laboratories, Inc                   | 212630           | IEPA Water Testing - 02/28-03/28/2023                            | 1,314.27 |
| 280                           | 6195 | Miscellaneous Contractual Services | 1467 HBK Water Meter Service Inc                  | 230201           | Meter Bench Test - 03/27/2023                                    | 50.50    |
| 281                           | 6195 | Miscellaneous Contractual Services | 1467 HBK Water Meter Service Inc                  | 230216           | Meter Bench Test - 04/03/2023                                    | 29.50    |
| 282                           | 6195 | Miscellaneous Contractual Services | 1467 HBK Water Meter Service Inc                  | 230232           | Meter Bench Test - 04/05/2023                                    | 29.50    |
| 283                           | 6195 | Miscellaneous Contractual Services | 3781 Smith Ecological Systems Company             | 24163            | CL2 Repairs 02/17/2023 - Maple                                   | 572.11   |
| 284                           | 7000 | Office Supplies                    | 1644 Warehouse Direct Inc                         | 5422182-0        | 4 Binders & Copy Paper - PW                                      | 16.97    |
| 285                           | 7000 | Office Supplies                    | 1644 Warehouse Direct Inc                         | 5469697-0        | 2 Cases Copy Paper - PW  | 148.14   |
| 286                           | 7020 | Supplies - Safety                  | 1703 Pro safety Inc                               | 2/893610         | 2 Pairs Hip Boots  | 282.00   |
| 287                           | 7020 | Supplies - Safety                  | 4093 White Cap LP                                 | 50021593679      | Safety Glasses & Ear Plugs                                       | 126.79   |
| 288                           | 7030 | Supplies - Tools & Hardware        | 8793 MIR Cutting Tools                            | 3212023-1        | Drill Bit  | 1,095.69 |
| 289                           | 7035 | Supplies - Equipment R&M           | 1274 O'Leary's Contractors Equipment & Supply Inc | 455202           | Pump, Adapter, Hoses, Coupler, Strainer                          | 1,399.98 |
| 290                           | 7035 | Supplies - Equipment R&M           | 1154 West Side Tractor Sales                      | W09079           | Fuel Cap - PW 9018   | 71.06    |
| 291                           | 7040 | Supplies - Vehicle R&M             | 8454 NAPA Auto Parts                              | 856633           | Brake Pads & Rotors - PW 9036                                    | 358.76   |
| 292                           | 7040 | Supplies - Vehicle R&M             | 8454 NAPA Auto Parts                              | 857367           | 7 Filters - PW 8030  | 59.29    |
| 293                           | 7040 | Supplies - Vehicle R&M             | 8454 NAPA Auto Parts                              | 857617           | Air Filter & 2 Oil Filters - PW 9059                             | 22.21    |
| 294                           | 7050 | Supplies - Streetscape             | 1347 Lurvey Landscape Supply                      | T1-10470894      | 2.0 Cu Yds Top Soil & 25 Lbs Grass Seed - 03/30/2023             | 144.00   |

# City of Des Plaines

## Warrant Register 05/01/2023

| Line #                           | Account | Vendor                              | Invoice                                 | Invoice Description  | Amount            |
|----------------------------------|---------|-------------------------------------|---|--|-------------------|
| 295                              | 7050    | Supplies - Streetscape              | 1347 Lurvey Landscape Supply            | T1-10470966<br>1.50 Cu Yds Top Soil & 25 Lbs Grass Seed - 03/30/2023       | 128.00            |
| 296                              | 7050    | Supplies - Streetscape              | 1347 Lurvey Landscape Supply            | T1-10470980<br>1.00 Cu Yds Top Soil & 25Lbs Grass Seed - 03/30/2023        | 112.00            |
| 297                              | 7070    | Supplies - Water System Maintenance | 1328 John Neri Construction Company Inc | 031723<br>Aggregate Materials/Spoils Disposal - 03/01-03/02/2023, R-175-20 | 21,888.20         |
| 298                              | 7070    | Supplies - Water System Maintenance | 1328 John Neri Construction Company Inc | 032223<br>Aggregate Materials/Spoils Disposal - 03/01/2023, R-175-20       | 858.49            |
| 299                              | 7070    | Supplies - Water System Maintenance | 1057 Menard Incorporated                | 15011<br>Lumber  | 23.19             |
| 300                              | 7070    | Supplies - Water System Maintenance | 1057 Menard Incorporated                | 15018<br>Ziploc Bags, Elbow, Electrical Tape, Access Panel - Meters        | 77.69             |
| 301                              | 7070    | Supplies - Water System Maintenance | 1709 Ziebell Water Service Products Inc | 261317-000<br>Screws & Repair Lids   | 233.00            |
| 302                              | 7070    | Supplies - Water System Maintenance | 4022 M E Simpson Co Inc                 | 40130<br>Water Leak Detection - Mt Prospect Rd & Kathleen - 03/02/2023     | 275.00            |
| 303                              | 7070    | Supplies - Water System Maintenance | 4093 White Cap LP                       | 50021615018<br>Wood Stake Bundle   | 49.29             |
| 304                              | 7070    | Supplies - Water System Maintenance | 1072 Prairie Material                   | 890886120<br>6.0 Cu Yds Concrete - Repairs - 02/28/2023                    | 1,135.50          |
| 305                              | 7070    | Supplies - Water System Maintenance | 1527 Sherwin-Williams Company, The      | 9630-5<br>Fire Hydrant Paint   | 185.59            |
| 306                              | 7070    | Supplies - Water System Maintenance | 6992 Core & Main LP                     | S189714<br>Y Strainer - Maple  | 635.00            |
| 307                              | 7105    | Wholesale Water - NWWC              | 2901 Northwest Water Commission         | 04032023<br>Wholesale Water Purchase - March 2023, R-183-14                | 350,844.78        |
| 308                              | 7120    | Gasoline                            | 8331 Avalon Petroleum Company Inc       | 568082<br>5,000 Gals Unleaded Gasoline - 03/28/2023, R-162-22              | 2,059.94          |
| 309                              | 7130    | Diesel                              | 8331 Avalon Petroleum Company Inc       | 022045<br>2,000 Gals Bio Diesel Fuel - 03/28/2023, R-162-22                | 621.36            |
| 310                              | 7150    | Water Treatment Chemicals           | 1082 Alexander Chemical Corporation     | 64802<br>Chlorine Tank Rental - 01/30-02/27/2023                           | 210.00            |
| 311                              | 7150    | Water Treatment Chemicals           | 1082 Alexander Chemical Corporation     | 64803<br>Chlorine Tank Rental - 01/30-02/27/2023                           | 196.00            |
| 312                              | 7150    | Water Treatment Chemicals           | 1082 Alexander Chemical Corporation     | 65905<br>Chlorine Tank Rental - 2/27-03/28/2023                            | 217.50            |
| 313                              | 7150    | Water Treatment Chemicals           | 1082 Alexander Chemical Corporation     | 65906<br>Chlorine Tank Rental - 02/27-03/28/2023                           | 73.00             |
| <b>Total 550 - Water Systems</b> |         |                                     |   |  | <b>391,701.42</b> |

| <b>Division: 560 - Sewer Systems</b> |      |                          |                             |   |         |
|--------------------------------------|------|--------------------------|-----------------------------|---|---------|
| 314                                  | 7000 | Office Supplies          | 1644 Warehouse Direct Inc   | 5422182-0<br>4 Binders & Copy Paper - PW              | 16.98   |
| 315                                  | 7020 | Supplies - Safety        | 8346 Emergent Safety Supply | 1902775118<br>Calibration Gas                         | 442.72  |
| 316                                  | 7035 | Supplies - Equipment R&M | 8454 NAPA Auto Parts        | 856635<br>Fuel Filters & Hydraulic Filters - PW Stock | 69.74   |
| 317                                  | 7035 | Supplies - Equipment R&M | 8454 NAPA Auto Parts        | 856686<br>Battery & Core Deposit - PW 8040            | 138.54  |
| 318                                  | 7035 | Supplies - Equipment R&M | 8454 NAPA Auto Parts        | 856798<br>Spark Plug - PW Stock                       | 2.91    |
| 319                                  | 7035 | Supplies - Equipment R&M | 8454 NAPA Auto Parts        | 856821<br>Core Return - PW 8040                       | (18.00) |
| 320                                  | 7035 | Supplies - Equipment R&M | 8454 NAPA Auto Parts        | 857035<br>Filters - PW 8034, 8003, 8004               | 133.74  |
| 321                                  | 7035 | Supplies - Equipment R&M | 1520 Russo Power Equipment  | SPI20139512<br>2 Air Filters - PW Stock               | 17.98   |

# City of Des Plaines

## Warrant Register 05/01/2023

| Line #                           | Account | Vendor                              | Invoice                                | Invoice Description | Amount  |          |
|----------------------------------|---------|-------------------------------------|--|---------------------|---|----------|
| 322                              | 7040    | Supplies - Vehicle R&M              | 3518 O'Reilly Auto Parts               | 2479-150385         | Air Filter - PW 8030                                | 12.61    |
| 323                              | 7040    | Supplies - Vehicle R&M              | 3518 O'Reilly Auto Parts               | 2479-150403         | Connector - PW 8030                                 | 18.99    |
| 324                              | 7040    | Supplies - Vehicle R&M              | 1643 Golf Mill Ford                    | 548445P             | 7-Way Bracket - PW 8029                             | 26.54    |
| 325                              | 7040    | Supplies - Vehicle R&M              | 1575 Pirtek O'Hare                     | OH-T00023297        | Steel Elbow - PW 8020                               | 19.61    |
| 326                              | 7040    | Supplies - Vehicle R&M              | 1575 Pirtek O'Hare                     | OH-T00023385        | Couplers - PW 8020                                  | 112.69   |
| 327                              | 7075    | Supplies - Sewer System Maintenance | 1437 Des Plaines Material & Supply LLC | 518977              | Storm Sewer Pipe - W Walnut Ave                     | 279.72   |
| 328                              | 7075    | Supplies - Sewer System Maintenance | 1437 Des Plaines Material & Supply LLC | 518979              | Returned Storm Pipes                                | (10.92)  |
| 329                              | 7075    | Supplies - Sewer System Maintenance | 1437 Des Plaines Material & Supply LLC | 519004              | Hydraulic Cement & Gripper Plugs - W Walnut Ave     | 168.56   |
| 330                              | 7075    | Supplies - Sewer System Maintenance | 1368 Metropolitan Industries Inc       | INV049291           | Relay - Ballard Lift Station                        | 1,256.00 |
| 331                              | 7120    | Gasoline                            | 8331 Avalon Petroleum Company Inc      | 568082              | 5,000 Gals Unleaded Gasoline - 03/28/2023, R-162-22 | 997.35   |
| 332                              | 7130    | Diesel                              | 8331 Avalon Petroleum Company Inc      | 022045              | 2,000 Gals Bio Diesel Fuel - 03/28/2023, R-162-22   | 949.32   |
| <b>Total 560 - Sewer Systems</b> |         |                                     |  |                     | <b>4,635.08</b>                                     |          |

| Division: 580 - CIP - Water/Sewer    |      |                       |   |          |  |           |
|--------------------------------------|------|-----------------------|---|----------|--|-----------|
| 333                                  | 6000 | Professional Services | 2506 Trotter & Associates Inc           | 21455    | TO#1 Cont Sup Srvc Wtr Model & Misc Ser - 03/03 & 03/15/2023     | 342.00    |
| 334                                  | 6000 | Professional Services | 2506 Trotter & Associates Inc           | 21456    | TO#19 Con Phase Srvc Wtr Sys Sep - 02/28-03/20/2023, R-48-22     | 3,074.75  |
| 335                                  | 6000 | Professional Services | 2506 Trotter & Associates Inc           | 21457    | TO#23 Con Srvc Maple St Pump Replace - 02/27-03/31/2023          | 2,008.00  |
| 336                                  | 6000 | Professional Services | 2506 Trotter & Associates Inc           | 21458    | TO#1 Cont Sup Srvc Wtr Model & Misc Ser - 03/06/2023             | 366.75    |
| 337                                  | 6000 | Professional Services | 1606 Dixon Engineering Inc              | 23-0302  | TO#1 AT&T Antenna Upgrade Review/Insp-3/6-3/20/23, R-213-22      | 1,850.00  |
| 338                                  | 6000 | Professional Services | 1647 RJN Group Inc                      | 39640102 | TO#1 MWRD Annual Report - 02/27-03/31/2023                       | 5,077.50  |
| 339                                  | 6000 | Professional Services | 1647 RJN Group Inc                      | 39640201 | TO#2 MS4 Annual Reporting - 02/27-03/31/2023, R-217-22           | 1,602.50  |
| 340                                  | 6000 | Professional Services | 1112 Architectural Consulting Group LTD | C23-199  | TO#2 Field Serv & Contract Admin-Maple-03/06-03/29/2023, R-12-21 | 7,470.00  |
| 341                                  | 8100 | Improvements          | 6992 Core & Main LP                     | S264017  | Valves - Maple PS - 04/05/2023, R-11-23                          | 17,888.00 |
| <b>Total 580 - CIP - Water/Sewer</b> |      |                       |   |          | <b>39,679.50</b>   |           |

|                                    |                   |
|------------------------------------|-------------------|
| <b>Total 00 - Non Departmental</b> | <b>436,016.00</b> |
|------------------------------------|-------------------|

| Department: 30 - Finance  |      |                   |                     |       |                                    |       |
|---------------------------|------|-------------------|---------------------|-------|------------------------------------|-------|
| 342                       | 6110 | Printing Services | 1233 Press Tech Inc | 50957 | 1 Box of Business Cards 03/31/2023 | 30.00 |
| <b>Total 30 - Finance</b> |      |                   |                     |       | <b>30.00</b>                       |       |

|                                     |                   |
|-------------------------------------|-------------------|
| <b>Total 500 - Water/Sewer Fund</b> | <b>436,046.00</b> |
|-------------------------------------|-------------------|

| Fund: 510 - City Owned Parking Fund |      |                         |                                     |              |   |          |
|-------------------------------------|------|-------------------------|-------------------------------------|--------------|---|----------|
| 343                                 | 6025 | Administrative Services | 7960 Passport Labs Inc              | INV-1037302  | Mobile Pay Parking Transaction Fee for March 2023     | 27.38    |
| 344                                 | 6320 | R&M Parking Lots        | 8729 Otis Elevator Company          | 100401130897 | Elevator Maintenance - Civic Deck - 02/01-07/31/2023  | 2,100.00 |
| 345                                 | 6320 | R&M Parking Lots        | 1311 Hill/Ahern Fire Protection LLC | 12491        | Sprinkler Inspection - Metro Square Deck - 03/07/2023 | 300.00   |



# City of Des Plaines

## Warrant Register 05/01/2023

| Line #                                       | Account | Vendor                  | Invoice                           | Invoice Description | Amount  |        |
|--|---------|-------------------------|-----------------------------------|---------------------|---|--------|
| 346  | 6320    | R&M Parking Lots        | 2350 Anderson Elevator Co         | INV-69334-M7C2      | Elevator Inspections - City Hall & Police - March 2023      | 575.00 |
| 347  | 6320    | R&M Parking Lots        | 2350 Anderson Elevator Co         | INV-70575-V3T9      | Elevator Inspections - April 2023                           | 575.00 |
| 348  | 7060    | Supplies - Parking Lots | 8244 Des Plaines Ace Hardware     | 3696                | Lag Screws - Civic Deck                                     | 13.49  |
| <b>Total 510 - City Owned Parking Fund</b>   |         |                         |                                   |                     | <b>3,590.87</b>   |        |
| <b>Fund: 520 - Metra Leased Parking Fund</b> |         |                         |                                   |                     |   |        |
| 349  | 6025    | Administrative Services | 7960 Passport Labs Inc            | INV-1037302         | Mobile Pay Parking Transaction Fee for March 2023           | 475.08 |
| <b>Total 520 - Metra Leased Parking Fund</b> |         |                         |                                   |                     | <b>475.08</b>   |        |
| <b>Fund: 600 - Risk Management Fund</b>      |         |                         |                                   |                     |   |        |
| 350  | 5345    | Post-Employment Testing | 1267 Northwest Community Hospital | 30330               | 1 Post-Employment & 1 Pre-Employment Testing 3/14-3/16/2023 | 50.00  |
| 351  | 6000    | Professional Services   | 8580 Ready Rebound LLC            | 2626                | Consulting-Orthopedic Patient Navigator Contract April 2023 | 951.05 |
| <b>Total 600 - Risk Management Fund</b>      |         |                         |                                   |                     | <b>1,001.05</b>   |        |
| <b>Grand Total</b>                           |         |                         |                                   |                     | <b>732,475.43</b>   |        |

# City of Des Plaines

## Warrant Register 05/01/2023

### Manual Payments

| Line #                                       | Account | Vendor      | Invoice   | Invoice Description  | Amount        |
|--|---------|-------------|---|--|---------------|
| <b>Fund: 100 - General Fund</b>              |         |             |   |  |               |
| <b>Elected Office</b>                        |         |             |   |  |               |
| <b>Division: 110 - Legislative</b>           |         |             |   |  |               |
| 352  | 5320    | Conferences | 1532 Des Plaines Chamber of Commerce & Industry | 22967R DP Chamber of Commerce Mayor's Address to Business 03/01/2023 | 180.00        |
| <b>Total 110 - Legislative</b>               |         |             |   |  | <b>180.00</b> |
| <b>Division: 120 - City Clerk</b>            |         |             |   |  |               |
| 353  | 5320    | Conferences | 1532 Des Plaines Chamber of Commerce & Industry | 22967R DP Chamber of Commerce Mayor's Address to Business 03/01/2023 | 30.00         |
| <b>Total 120 - City Clerk</b>                |         |             |   |  | <b>30.00</b>  |
| <b>Total 10 - Elected Office</b>             |         |             |   |  | <b>210.00</b> |
| <b>City Administration</b>                   |         |             |   |  |               |
| <b>Division: 210 - City Manager</b>          |         |             |   |  |               |
| 354  | 5320    | Conferences | 1532 Des Plaines Chamber of Commerce & Industry | 22967R DP Chamber of Commerce Mayor's Address to Business 03/01/2023 | 30.00         |
| <b>Total 210 - City Manager</b>              |         |             |   |  | <b>30.00</b>  |
| <b>Division: 240 - Media Services</b>        |         |             |   |  |               |
| 355  | 5320    | Conferences | 1532 Des Plaines Chamber of Commerce & Industry | 22967R DP Chamber of Commerce Mayor's Address to Business 03/01/2023 | 60.00         |
| <b>Total 240 - Media Services</b>            |         |             |   |  | <b>60.00</b>  |
| <b>Division: 250 - Human Resources</b>       |         |             |   |  |               |
| 356  | 5320    | Conferences | 1532 Des Plaines Chamber of Commerce & Industry | 22967R DP Chamber of Commerce Mayor's Address to Business 03/01/2023 | 60.00         |
| <b>Total 250 - Human Resources</b>           |         |             |   |  | <b>60.00</b>  |
| <b>Total 20 - City Administration</b>        |         |             |   |  | <b>150.00</b> |
| <b>Department: 30 - Finance</b>              |         |             |   |  |               |
| 357  | 5320    | Conferences | 1532 Des Plaines Chamber of Commerce & Industry | 22967R DP Chamber of Commerce Mayor's Address to Business 03/01/2023 | 30.00         |
| <b>Total 30 - Finance</b>                    |         |             |   |  | <b>30.00</b>  |
| <b>Community Development</b>                 |         |             |   |  |               |
| <b>Division: 420 - Planning &amp; Zoning</b> |         |             |   |  |               |
| 358  | 5320    | Conferences | 1532 Des Plaines Chamber of Commerce & Industry | 22967R DP Chamber of Commerce Mayor's Address to Business 03/01/2023 | 30.00         |
| <b>Total 420 - Planning &amp; Zoning</b>     |         |             |   |  | <b>30.00</b>  |
| <b>Total 40 - Community Development</b>      |         |             |   |  | <b>30.00</b>  |
| <b>Public Works &amp; Engineering</b>        |         |             |   |  |               |
| <b>Division: 100 - Administration</b>        |         |             |   |  |               |
| 359  | 5320    | Conferences | 1532 Des Plaines Chamber of Commerce & Industry | 22967R DP Chamber of Commerce Mayor's Address to Business 03/01/2023 | 30.00         |
| <b>Total 100 - Administration</b>            |         |             |   |  | <b>30.00</b>  |

# City of Des Plaines

## Warrant Register 05/01/2023

### Manual Payments

| Line #  | Account | Vendor                             | Invoice                            | Invoice Description | Amount  |          |
|---|---------|------------------------------------|------------------------------------|---------------------|---|----------|
| <b>Division: 535 - Facilities &amp; Grounds Maintenance</b> |         |                                    |                                    |                     |   |          |
| 360   | 6195    | Miscellaneous Contractual Services | 8504 Verizon Connect Fleet USA LLC | 618000041595        | Vehicle Diagnostic System March 2023                          | 1,442.20 |
| 361   | 6315    | R&M Buildings & Structures         | 1237 Pro-Line Door Systems Inc     | 94448               | Overhead Door Repair Fire Station #62 on 12/17/2022           | 2,111.00 |
| 362   | 6315    | R&M Buildings & Structures         | 1237 Pro-Line Door Systems Inc     | 94474               | Emergency Overhead Door Repair Fire Station #62 on 12/19/2022 | 2,500.00 |
| 366   | 6315    | R&M Buildings & Structures         | 1237 Pro-Line Door Systems Inc     | 94587               | Overhead Door Repair Fire Station #61 on 01/09/2023           | 1,069.10 |
| <b>Total 535 - Facilities &amp; Grounds Maintenance</b>     |         |                                    |                                    |                     | <b>7,122.30</b>   |          |

|  |      |                        |              |          |                           |         |
|--|------|------------------------|--------------|----------|---------------------------|---------|
| <b>Division: 540 - Vehicle Maintenance</b> |      |                        |              |          |                           |         |
| 364  | 7040 | Supplies - Vehicle R&M | 7349 Wex Inc | 88223331 | Fuel Purchases March 2023 | (20.41) |
| 365  | 7120 | Gasoline               | 7349 Wex Inc | 88223331 | Fuel Purchases March 2023 | 919.42  |
| 366  | 7130 | Diesel                 | 7349 Wex Inc | 88223331 | Fuel Purchases March 2023 | 79.93   |
| <b>Total 540 - Vehicle Maintenance</b>     |      |                        |              |          | <b>978.94</b>             |         |

|  |  |  |  |  |                 |
|--|--|--|--|--|-----------------|
| <b>Total 50 - Public Works &amp; Engineering</b> |  |  |  |  | <b>8,131.24</b> |
|--|--|--|--|--|-----------------|

| Police Department                     |      |             |   |        |   |       |
|---------------------------------------|------|-------------|---|--------|---|-------|
| <b>Division: 100 - Administration</b> |      |             |   |        |   |       |
| 367                                   | 5320 | Conferences | 1532 Des Plaines Chamber of Commerce & Industry | 22967R | DP Chamber of Commerce Mayor's Address to Business 03/01/2023 | 90.00 |
| <b>Total 100 - Administration</b>     |      |             |   |        | <b>90.00</b>  |       |

|   |      |                        |                           |                 |   |           |
|---|------|------------------------|---------------------------|-----------------|---|-----------|
| <b>Division: 630 - Support Services</b> |      |                        |                           |                 |   |           |
| 368                                     | 6035 | Dispatch Services      | 4996 Wheeling, Village of | DISP000026      | Emergency Dispatch Services 4th Qtr 2022 (Year 3 of 5) R-196-19 | 19,927.23 |
| 369                                     | 6015 | Communication Services | 1009 AT&T                 | 847R18054603-23 | Communication Service 03/28-04/27/2022                          | 63.87     |
| <b>Total 630 - Support Services</b>     |      |                        |                           |                 | <b>19,991.10</b>  |           |

|                                     |  |  |  |  |                  |
|-------------------------------------|--|--|--|--|------------------|
| <b>Total 60 - Police Department</b> |  |  |  |  | <b>20,081.10</b> |
|-------------------------------------|--|--|--|--|------------------|

| Fire Department                       |      |             |   |        |   |       |
|---------------------------------------|------|-------------|---|--------|---|-------|
| <b>Division: 100 - Administration</b> |      |             |   |        |   |       |
| 370                                   | 5320 | Conferences | 1532 Des Plaines Chamber of Commerce & Industry | 22967R | DP Chamber of Commerce Mayor's Address to Business 03/01/2023 | 90.00 |
| <b>Total 100 - Administration</b>     |      |             |   |        | <b>90.00</b>  |       |

|                                   |  |  |  |  |              |
|-----------------------------------|--|--|--|--|--------------|
| <b>Total 70 - Fire Department</b> |  |  |  |  | <b>90.00</b> |
|-----------------------------------|--|--|--|--|--------------|

|                                  |      |                        |                           |       |  |           |
|----------------------------------|------|------------------------|---------------------------|-------|--|-----------|
| <b>Department: 90 - Overhead</b> |      |                        |                           |       |  |           |
| 371                              | 6015 | Communication Services | 8536 Peerless Network Inc | 17395 | Communication Service 02/15-03/31/2023 | 17,565.60 |
| 372                              | 6015 | Communication Services | 8536 Peerless Network Inc | 19876 | Communication Service 04/01-04/30/2023 | 11,028.79 |

# City of Des Plaines

## Warrant Register 05/01/2023

### Manual Payments

| Line #                                     | Account | Vendor                   | Invoice                   | Invoice Description | Amount  |          |
|--|---------|--------------------------|---------------------------|---------------------|---|----------|
| 373  | 7500    | Postage & Parcel         | 3827 Pitney Bowes Inc     | 03/23/2023          | SendPro Postage Purchase Power<br>02/01/2023-02/29/2024 | 50.00    |
| <b>Total 90 - Overhead</b>                 |         |                          |                           |                     | <b>28,644.39</b>  |          |
| <b>Total 100 - General Fund</b>            |         |                          |                           |                     | <b>57,366.73</b>  |          |
| <b>Fund: 500 - Water/Sewer Fund</b>        |         |                          |                           |                     |   |          |
| <b>Division: 560 - Sewer Systems</b>       |         |                          |                           |                     |   |          |
| 374  | 6015    | Communication Services   | 8536 Peerless Network Inc | 17395               | Communication Service 02/15-03/31/2023                  | 235.22   |
| 375  | 6015    | Communication Services   | 8536 Peerless Network Inc | 19876               | Communication Service 04/01-04/30/2023                  | 120.78   |
| <b>Total 560 - Sewer Systems</b>           |         |                          |                           |                     | <b>356.00</b>   |          |
| <b>Total 500 - Water/Sewer Fund</b>        |         |                          |                           |                     | <b>356.00</b>   |          |
| <b>Fund: 510 - City Owned Parking Fund</b> |         |                          |                           |                     |   |          |
| 376  | 6015    | Communication Services   | 8536 Peerless Network Inc | 17395               | Communication Service 02/15-03/31/2023                  | 639.59   |
| 377  | 6015    | Communication Services   | 8536 Peerless Network Inc | 17395               | Communication Service 02/15-03/31/2023                  | 2,304.01 |
| 378  | 6015    | Communication Services   | 8536 Peerless Network Inc | 19876               | Communication Service 04/01-04/30/2023                  | 312.62   |
| 379  | 6015    | Communication Services   | 8536 Peerless Network Inc | 19876               | Communication Service 04/01-04/30/2023                  | 1,135.05 |
| <b>Total 510 - City Owned Parking Fund</b> |         |                          |                           |                     | <b>4,391.27</b>   |          |
| <b>Fund: 600 - Risk Management Fund</b>    |         |                          |                           |                     |   |          |
| 380  | 5570    | Self Insured P&L Expense | 7653 Brooks, James        | Reimb<br>04/03/2023 | Reimb for Destroyed Cell Phone Claim                    | 565.00   |
| <b>Total 600 - Risk Management Fund</b>    |         |                          |                           |                     | <b>565.00</b>   |          |
| <b>Grand Total</b>                         |         |                          |                           |                     | <b>62,679.00</b>  |          |

# City of Des Plaines

## Warrant Register 05/01/2023

### JPMorgan Chase

| Line #                              | Account | Vendor                             | Invoice                               | Invoice Description | Amount  |         |
|-------------------------------------|---------|------------------------------------|---------------------------------------|---------------------|---|---------|
| <b>Fund: 100 - General Fund</b>     |         |                                    |                                       |                     |   |         |
| <b>City Administration</b>          |         |                                    |                                       |                     |   |         |
| <b>Division: 210 - City Manager</b> |         |                                    |                                       |                     |   |         |
| 381                                 | 6195    | Miscellaneous Contractual Services | 4444 Misc Vendor for Procurement Card | PC - 39662          | Custom Frame for Artwork City Manager Office 03/24/2023 | 169.80  |
| 382                                 | 6195    | Miscellaneous Contractual Services | 8153 Zoom Video Communications Inc    | PC - 39761          | Zoom Subscription 3/26/23-4/25/23 - City Manager        | 15.99   |
| 383                                 | 7000    | Office Supplies                    | 4348 Amazon.Com                       | PC - 39663          | Cord Cover for City Manager Office                      | 29.06   |
| 384                                 | 8010    | Furniture & Fixtures               | 5137 Target Corporation               | PC - 39660          | Frame for Artwork City Manager Office                   | 33.08   |
| 385                                 | 8010    | Furniture & Fixtures               | 5137 Target Corporation               | PC - 39661          | Refund for Return Frame for Artwork City Manager Office | (33.08) |
| <b>Total 210 - City Manager</b>     |         |                                    |                                       |                     | <b>214.85</b>   |         |

|   |      |                                    |                            |            |   |          |
|---|------|------------------------------------|----------------------------|------------|---|----------|
| <b>Division: 230 - Information Technology</b> |      |                                    |                            |            |   |          |
| 386   | 6195 | Miscellaneous Contractual Services | 6008 Network Solutions LLC | PC - 39830 | Cityofdesplaines.Net Renewal 3/1/23 - 2/28/24                   | 85.96    |
| 387   | 6195 | Miscellaneous Contractual Services | 6008 Network Solutions LLC | PC - 39832 | Monthly Secure Express Renewal 3/6/23 - 4/4/23                  | 7.99     |
| 388   | 6195 | Miscellaneous Contractual Services | 6008 Network Solutions LLC | PC - 39836 | Dpcitynet/Cityofdesplaines/Desplaines Renewal 3/13/23 - 4/11/23 | 14.97    |
| 389   | 6195 | Miscellaneous Contractual Services | 6008 Network Solutions LLC | PC - 39838 | Monthly Dpcitynet.com Renewal 3/14/23 - 4/12/23                 | 4.99     |
| 390   | 6195 | Miscellaneous Contractual Services | 6008 Network Solutions LLC | PC - 39853 | Desplaines.org 3/24/23-3/23/28, Dpcitynet.org 3/24/23-3/23/24   | 80.94    |
| 391   | 7005 | Printer Supplies                   | 4348 Amazon.Com            | PC - 39834 | Brady All Weather Vinyl Label for IT Department                 | 49.28    |
| 392   | 7005 | Printer Supplies                   | 4348 Amazon.Com            | PC - 39856 | HP LaserJet Toner Cartridge Replacement for City Use            | 39.99    |
| 393   | 7200 | Other Supplies                     | 4348 Amazon.Com            | PC - 39839 | OtterBox iPhone Case for City Use                               | 29.95    |
| 394   | 7200 | Other Supplies                     | 4348 Amazon.Com            | PC - 39847 | Disinfecting Wipes for IT Department                            | 18.22    |
| 395   | 7320 | Equipment < \$5,000                | 4348 Amazon.Com            | PC - 39828 | Dell USB DVD Drives for City Use                                | 184.95   |
| 396   | 7320 | Equipment < \$5,000                | 4348 Amazon.Com            | PC - 39829 | Velcro Extreme Outdoor Tape for IT Department                   | 24.70    |
| 397   | 7320 | Equipment < \$5,000                | 4348 Amazon.Com            | PC - 39831 | Amazon Basics Monitor Wall Mount for City Use                   | 103.94   |
| 398   | 7320 | Equipment < \$5,000                | 8415 Ubiquiti Inc          | PC - 39833 | Ubiquiti 25Gbps and 10Gbps Direct Attach Cables for IT Dept     | 334.95   |
| 399   | 7320 | Equipment < \$5,000                | 4348 Amazon.Com            | PC - 39835 | Samsung 500GB SATA Drives for City Use                          | 399.90   |
| 400   | 7320 | Equipment < \$5,000                | 4348 Amazon.Com            | PC - 39840 | Yubiko Two Factor USB Key for IT Department                     | 55.00    |
| 401   | 7320 | Equipment < \$5,000                | 4348 Amazon.Com            | PC - 39842 | Refund for VIVO Adjustable Computer Keyboard for City Use       | (79.19)  |
| 402   | 7320 | Equipment < \$5,000                | 4348 Amazon.Com            | PC - 39843 | Refund-Logitech MK270 Wireless Keyboards and Mice for City Use  | (279.90) |
| 403   | 7320 | Equipment < \$5,000                | 4348 Amazon.Com            | PC - 39844 | Yubiko Two Factor USB Key for IT Department                     | 250.00   |
| 404   | 7320 | Equipment < \$5,000                | 4348 Amazon.Com            | PC - 39845 | LIVINGO All Purpose Scissors for IT Department                  | 10.19    |
| 405   | 7320 | Equipment < \$5,000                | 4348 Amazon.Com            | PC - 39846 | Logitech Wireless Keyboard and Mouse for City Use               | 529.90   |

# City of Des Plaines

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| Line #                                    | Account | Vendor              | Invoice                               | Invoice Description | Amount   |        |
|---|---------|---------------------|---------------------------------------|---------------------|--|--------|
| 406                                       | 7320    | Equipment < \$5,000 | 4348 Amazon.Com                       | PC - 39848          | DYMO Label Writer for City Clerk's Office                | 489.99 |
| 407                                       | 7320    | Equipment < \$5,000 | 4348 Amazon.Com                       | PC - 39849          | iPad Pro USB Audio Adapter for City Use                  | 41.38  |
| 408                                       | 7320    | Equipment < \$5,000 | 4348 Amazon.Com                       | PC - 39850          | Short Micro USB Cable for City Use                       | 6.76   |
| 409                                       | 7320    | Equipment < \$5,000 | 4348 Amazon.Com                       | PC - 39851          | Zebra Symbol Handheld Barcode Scanner for CED Department | 360.00 |
| 410                                       | 7320    | Equipment < \$5,000 | 4348 Amazon.Com                       | PC - 39852          | Cash Register Drawer for CED Department                  | 58.95  |
| 411                                       | 7320    | Equipment < \$5,000 | 4348 Amazon.Com                       | PC - 39854          | Leviton Cat 5 QuickPort Connectors for IT Department     | 199.00 |
| 412                                       | 7320    | Equipment < \$5,000 | 4444 Misc Vendor for Procurement Card | PC - 39855          | Cisco SFP Modules for IT Department                      | 142.00 |
| <b>Total 230 - Information Technology</b> |         |                     |                                       |                     | <b>3,164.81</b>  |        |

| <b>Division: 240 - Media Services</b> |      |                                    |   |            |   |        |
|---------------------------------------|------|------------------------------------|---|------------|---|--------|
| 413                                   | 5320 | Conferences                        | 6613 Ventra Mobile                              | PC - 39751 | 3CMA Regional Conf Comm Manager Media Services Train 3/16/23    | 10.00  |
| 414                                   | 5320 | Conferences                        | 1532 Des Plaines Chamber of Commerce & Industry | PC - 39755 | 1 Chamber of Commerce Event Admission 4/14/23- Comm Mgr         | 175.00 |
| 415                                   | 6000 | Professional Services              | 3294 AVI Systems Inc                            | PC - 39780 | Prof Cleaning of Council Chambers AV Equipment 03/09/2023       | 420.00 |
| 416                                   | 6195 | Miscellaneous Contractual Services | 8824 Bitly Europe GMBH                          | PC - 39752 | QR Code Generator Service 3/19/23-3/19/24                       | 119.88 |
| 417                                   | 6535 | Subsidy - Youth Commission         | 1580 Mighty Mites Awards Inc                    | PC - 39745 | Youth Commission Dodgeball Tournament Awards 2/17/23            | 30.00  |
| 418                                   | 6535 | Subsidy - Youth Commission         | 5060 Dollar Tree Stores Inc                     | PC - 39747 | Youth Commission Bingo Prizes 3/13/23                           | 37.50  |
| 419                                   | 6535 | Subsidy - Youth Commission         | 4348 Amazon.Com                                 | PC - 39749 | Youth Commission Storage Bins for Supplies 4/24/23              | 77.00  |
| 420                                   | 6535 | Subsidy - Youth Commission         | 4348 Amazon.Com                                 | PC - 39750 | Youth Commission 2 Hole Punches for Meetings 4/24/23            | 20.81  |
| 421                                   | 6535 | Subsidy - Youth Commission         | 6064 R&M Specialties LTD                        | PC - 39753 | Youth Commission Sunglasses Friends Connect Prom 4/13/23        | 225.00 |
| 422                                   | 6535 | Subsidy - Youth Commission         | 4348 Amazon.Com                                 | PC - 39754 | Youth Commission Bandanas for Frisbie Event 4/14/23             | 39.99  |
| 423                                   | 7200 | Other Supplies                     | 4348 Amazon.Com                                 | PC - 39692 | Tablecloths for Video Production on 3/28/23                     | 58.35  |
| 424                                   | 7200 | Other Supplies                     | 2337 Shop & Save Market                         | PC - 39694 | Milk for Video Production on 3/28/23                            | 3.49   |
| 425                                   | 7200 | Other Supplies                     | 4348 Amazon.Com                                 | PC - 39781 | AA Batteries for Audio and Video Equipment                      | 71.99  |
| 426                                   | 7200 | Other Supplies                     | 4348 Amazon.Com                                 | PC - 39782 | AAA Batteries for Audio and Video Equipment                     | 49.99  |
| 427                                   | 7300 | Uniforms                           | 1538 Lands' End Business Outfitters             | PC - 39746 | Tax Cr-4 Uniform Shirts for Comm Mgr and Media Spec 2/27/23     | (8.66) |
| 428                                   | 7550 | Miscellaneous Expenses             | 5060 Dollar Tree Stores Inc                     | PC - 39748 | 1 Pan, 4 Plates, 2 Tablecloths, 2 Towels for Video Prod 3/13/23 | 11.25  |
| <b>Total 240 - Media Services</b>     |      |                                    |   |            | <b>1,341.59</b>   |        |

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| Line #                                 | Account | Vendor                 | Invoice                 | Invoice Description | Amount  |        |
|--|---------|------------------------|-------------------------|---------------------|---|--------|
| <b>Division: 250 - Human Resources</b> |         |                        |                         |                     |   |        |
| 429                                    | 5325    | Training               | 1546 IPELRA             | PC - 39735          | IPELRA FMLA Training 04/13/2023 - Management Analyst HR | 175.00 |
| 430                                    | 6100    | Publication of Notices | 5760 LinkedIn           | PC - 39730          | Job Ad: Management Analyst - PW 2/16/23-3/6/23          | 474.12 |
| 431                                    | 6100    | Publication of Notices | 5760 LinkedIn           | PC - 39734          | Job Ad: Management Analyst - Police 3/16/23-3/29/23     | 500.43 |
| 432                                    | 7200    | Other Supplies         | 5288 Dunkin Donuts, Inc | PC - 39732          | Supervisor Training - 2 Boxes of Coffee 03/21/2023      | 43.98  |
| 433                                    | 7550    | Miscellaneous Expenses | 6867 Marianos           | PC - 39731          | Supervisor Training Refreshments 03/21/2023             | 43.95  |
| 434                                    | 7550    | Miscellaneous Expenses | 6867 Marianos           | PC - 39733          | Supervisor Training Refreshments 03/22/2023             | 95.30  |
| <b>Total 250 - Human Resources</b>     |         |                        |                         |                     | <b>1,332.78</b>   |        |

|                                       |                 |
|---------------------------------------|-----------------|
| <b>Total 20 - City Administration</b> | <b>6,054.03</b> |
|---------------------------------------|-----------------|

|                                 |      |                     |   |            |  |         |
|---------------------------------|------|---------------------|---|------------|--|---------|
| <b>Department: 30 - Finance</b> |      |                     |   |            |  |         |
| 435                             | 5310 | Membership Dues     | 1737 GFOA Government Finance Officers Association | PC - 39744 | GFOA Membership Renewal for 3 Mgrs 03/01/2023-02/29/2024   | 595.00  |
| 436                             | 7000 | Office Supplies     | 4348 Amazon.Com                                   | PC - 39819 | 1 Mesh Pen Holder  | 8.99    |
| 437                             | 7000 | Office Supplies     | 4348 Amazon.Com                                   | PC - 39820 | 3 Portfolios, 1 Post-It Dispenser, 1 Tape Dispenser        | 115.51  |
| 438                             | 7000 | Office Supplies     | 4348 Amazon.Com                                   | PC - 39822 | 2 Keyboard Wrist Rest and Mouse, 1 Post-It Dispenser       | 7.69    |
| 439                             | 7000 | Office Supplies     | 4348 Amazon.Com                                   | PC - 39823 | Refund for 1 Desk Organizer Set                            | (20.99) |
| 440                             | 7000 | Office Supplies     | 4348 Amazon.Com                                   | PC - 39824 | 1 Pack of Small Sticky Tab Markers for Note Classification | 6.89    |
| 441                             | 7000 | Office Supplies     | 4348 Amazon.Com                                   | PC - 39825 | 1 Pack of Post-It Notes                                    | 12.23   |
| 442                             | 7000 | Office Supplies     | 4348 Amazon.Com                                   | PC - 39826 | One 6-Pack of Spiral Notebooks                             | 10.52   |
| 443                             | 7320 | Equipment < \$5,000 | 4348 Amazon.Com                                   | PC - 39821 | 2 Keyboard Wrist Rest and Mouse, 1 Post-It Dispenser       | 34.08   |
| 444                             | 7500 | Postage & Parcel    | 1700 United States Postal Service                 | PC - 39827 | Shipment 03/30/2023 for GEMT Check                         | 28.75   |
| <b>Total 30 - Finance</b>       |      |                     |   |            | <b>798.67</b>  |         |

|  |      |                 |                 |            |  |        |
|--|------|-----------------|-----------------|------------|--|--------|
| <b>Community Development</b>                           |      |                 |                 |            |  |        |
| <b>Division: 410 - Building &amp; Code Enforcement</b> |      |                 |                 |            |  |        |
| 445  | 7000 | Office Supplies | 4348 Amazon.Com | PC - 39764 | Dry Erase White Board and Dry Erase Marker Set | 139.72 |
| 446  | 7000 | Office Supplies | 4348 Amazon.Com | PC - 39766 | One Box Blue and One Box Black Pens            | 21.45  |
| <b>Total 410 - Building &amp; Code Enforcement</b>     |      |                 |                 |            | <b>161.17</b>                                  |        |

|  |      |             |   |            |   |       |
|--|------|-------------|---|------------|---|-------|
| <b>Division: 420 - Planning &amp; Zoning</b> |      |             |   |            |   |       |
| 447  | 5320 | Conferences | 7034 American Planning Association - Illinois Chapter | PC - 39765 | Virtual Conference for Senior Planner 3/22/2023 | 12.00 |
| <b>Total 420 - Planning &amp; Zoning</b>     |      |             |   |            | <b>12.00</b>                                    |       |

|   |               |
|---|---------------|
| <b>Total 40 - Community Development</b> | <b>173.17</b> |
|---|---------------|

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### JPMorgan Chase

| Line #                                | Account | Vendor              | Invoice                                       | Invoice Description                                  | Amount        |
|---------------------------------------|---------|---------------------|---|--|---------------|
| <b>Public Works &amp; Engineering</b> |         |                     |   |  |               |
| <b>Division: 510 - Engineering</b>    |         |                     |   |  |               |
| 448                                   | 7200    | Other Supplies      | 1753 American Public Works Association - APWA | PC - 39798<br>2023 National Public Works Week Poster | 40.10         |
| 449                                   | 7320    | Equipment < \$5,000 | 4348 Amazon.Com                               | PC - 39691<br>1 Office Microwave                     | 114.99        |
| <b>Total 510 - Engineering</b>        |         |                     |   |  | <b>155.09</b> |

|   |      |                   |   |  |                 |
|---|------|-------------------|---|--|-----------------|
| <b>Division: 530 - Street Maintenance</b> |      |                   |   |  |                 |
| 450                                       | 5310 | Membership Dues   | 5441 International Society of Arboriculture   | PC - 39714<br>ISA Membership - Crew Leader - 03/06/2023-03/06/2024       | 190.00          |
| 451                                       | 5325 | Training          | 3276 IL Arborist Association                  | PC - 39715<br>Abiotics Arborist Class - Crew Leader/Arborist - 7/22/2023 | 100.00          |
| 452                                       | 5325 | Training          | 1753 American Public Works Association - APWA | PC - 39718<br>2023 APWA IL Roads Scholar Program 5/8-5/12/2023 - Supt    | 749.00          |
| 453                                       | 5325 | Training          | 1753 American Public Works Association - APWA | PC - 39723<br>APWA Road Scholar Program - Crew Leader 5/08-5/12/2023     | 749.00          |
| 454                                       | 7020 | Supplies - Safety | 4348 Amazon.Com                               | PC - 39858<br>Safety Chaps for Forestry Operations                       | 228.32          |
| 455                                       | 7300 | Uniforms          | 1580 Mighty Mites Awards Inc                  | PC - 39724<br>Quartermaster Uniform Shirts - All Departments             | 299.00          |
| 456                                       | 7300 | Uniforms          | 4348 Amazon.Com                               | PC - 39771<br>Quartermaster Uniforms - Sweatshirts - All Departments     | 137.37          |
| <b>Total 530 - Street Maintenance</b>     |      |                   |   |  | <b>2,452.69</b> |

|   |      |                         |                              |   |        |
|---|------|-------------------------|------------------------------|---|--------|
| <b>Division: 535 - Facilities &amp; Grounds Maintenance</b> |      |                         |                              |   |        |
| 457   | 7000 | Office Supplies         | 4348 Amazon.Com              | PC - 39857<br>Label Tape Replacement for Label Maker                    | 52.49  |
| 458   | 7020 | Supplies - Safety       | 4348 Amazon.Com              | PC - 39776<br>Winter Jacket - Facilities Maintenance Operator           | 134.99 |
| 459   | 7045 | Supplies - Building R&M | 4348 Amazon.Com              | PC - 39859<br>Filters for PW  | 107.29 |
| 460   | 7200 | Other Supplies          | 4348 Amazon.Com              | PC - 39717<br>Conference Room Supplies - City Hall                      | 55.80  |
| 461   | 7200 | Other Supplies          | 4348 Amazon.Com              | PC - 39719<br>Conference Room Supplies - City Hall                      | 271.55 |
| 462   | 7200 | Other Supplies          | 4348 Amazon.Com              | PC - 39721<br>Conference Room Supplies - City Hall                      | 14.00  |
| 463   | 7300 | Uniforms                | 1580 Mighty Mites Awards Inc | PC - 39725<br>Quartermaster Uniform Shirts - All Departments            | 299.00 |
| 464   | 7300 | Uniforms                | 4348 Amazon.Com              | PC - 39772<br>Quartermaster Uniforms - Sweatshirts - All Departments    | 137.37 |
| 465   | 7300 | Uniforms                | 4348 Amazon.Com              | PC - 39775<br>Quartermaster Uniform - Sweatshirt - Maintenance Operator | 79.99  |
| 466   | 7300 | Uniforms                | 4348 Amazon.Com              | PC - 39779<br>Quartermaster Uniform - Sweatshirt - Maintenance Operator | 79.99  |
| 467   | 7300 | Uniforms                | 4348 Amazon.Com              | PC - 39860<br>Uniform Jacket and 3 Shirts - Foreman                     | 280.91 |
| 468   | 7300 | Uniforms                | 4348 Amazon.Com              | PC - 39861<br>Uniform Pants - Foreman                                   | 48.65  |



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| Line #  | Account | Vendor           | Invoice                           | Invoice Description | Amount                                 |      |
|---|---------|------------------|-----------------------------------|---------------------|--|------|
| 469   | 7500    | Postage & Parcel | 1700 United States Postal Service | PC - 39713          | Postage for Certified Mail - 3/02/2023 | 8.13 |
| <b>Total 535 - Facilities &amp; Grounds Maintenance</b> |         |                  |                                   |                     | <b>1,570.16</b>                        |      |

| <b>Division: 540 - Vehicle Maintenance</b> |      |                          |                              |            |  |          |
|--|------|--------------------------|------------------------------|------------|--|----------|
| 470  | 6310 | R&M Vehicles             | 8812 Certified Power Inc     | PC - 39669 | Repaired Controller 03/07/2023 - PW 5110       | 352.26   |
| 471  | 7000 | Office Supplies          | 4348 Amazon.Com              | PC - 39670 | Credit Card Wallet for WEX Cards - PW 5100     | 13.98    |
| 472  | 7035 | Supplies - Equipment R&M | 4348 Amazon.Com              | PC - 39674 | Taillight Lense - FD Stock                     | 15.99    |
| 473  | 7040 | Supplies - Vehicle R&M   | 4348 Amazon.Com              | PC - 39652 | 3 Camera Mounting Discs                        | 27.24    |
| 474  | 7040 | Supplies - Vehicle R&M   | 4348 Amazon.Com              | PC - 39664 | Stover Nuts - PW Stock                         | 36.98    |
| 475  | 7040 | Supplies - Vehicle R&M   | 4348 Amazon.Com              | PC - 39665 | Air Filter - FD 7801                           | 259.59   |
| 476  | 7040 | Supplies - Vehicle R&M   | 8812 Certified Power Inc     | PC - 39666 | Seal Kits and Controller - PW Stock            | 1,425.05 |
| 477  | 7040 | Supplies - Vehicle R&M   | 8812 Certified Power Inc     | PC - 39667 | Temperature Switch and Filler Cap - PW 5111    | 100.67   |
| 478  | 7040 | Supplies - Vehicle R&M   | 4348 Amazon.Com              | PC - 39671 | Retainer Clip Kit - PD Stock                   | 19.13    |
| 479  | 7040 | Supplies - Vehicle R&M   | 4348 Amazon.Com              | PC - 39675 | Handheld Spotlight - FD 7708                   | 179.99   |
| 480  | 7040 | Supplies - Vehicle R&M   | 4348 Amazon.Com              | PC - 39676 | Electrical Outlet - FD 7504                    | 35.00    |
| 481  | 7040 | Supplies - Vehicle R&M   | 8812 Certified Power Inc     | PC - 39677 | Module and Gasket - PW 5120                    | 1,302.91 |
| 482  | 7300 | Uniforms                 | 1580 Mighty Mites Awards Inc | PC - 39726 | Quartermaster Uniform Shirts - All Departments | 126.00   |
| <b>Total 540 - Vehicle Maintenance</b>     |      |                          |                              |            | <b>3,894.79</b>                                |          |

|  |  |  |  |  |                 |
|--|--|--|--|--|-----------------|
| <b>Total 50 - Public Works &amp; Engineering</b> |  |  |  |  | <b>8,072.73</b> |
|--|--|--|--|--|-----------------|

| <b>Police Department</b>                |      |                |                                       |            |   |        |
|---|------|----------------|---------------------------------------|------------|---|--------|
| <b>Division: 610 - Uniformed Patrol</b> |      |                |                                       |            |   |        |
| 483                                     | 5325 | Training       | 4444 Misc Vendor for Procurement Card | PC - 39678 | Hidden Compartment Class (2 Ofc) 8/8/2023 | 450.00 |
| 484                                     | 7200 | Other Supplies | 4348 Amazon.Com                       | PC - 39699 | 6 Packs of Clothes Hangers for ET Program | 86.94  |
| 485                                     | 7200 | Other Supplies | 4348 Amazon.Com                       | PC - 39736 | Lockout Pump Kits and Name Plate Holders  | 16.95  |
| 486                                     | 7200 | Other Supplies | 4444 Misc Vendor for Procurement Card | PC - 39818 | Fingerprint Powder for ET Program         | 169.75 |
| <b>Total 610 - Uniformed Patrol</b>     |      |                |                                       |            | <b>723.64</b>                             |        |

| <b>Division: 620 - Criminal Investigation</b> |      |                 |                                       |            |   |        |
|---|------|-----------------|---------------------------------------|------------|---|--------|
| 487   | 5325 | Training        | 7781 Law Enforcement Seminars LLC     | PC - 39685 | Background Investigation Class for2 Det 5/25-5/26/2023          | 850.00 |
| 488   | 5335 | Travel Expenses | 4388 United Airlines                  | PC - 39709 | Round Trip Flight 4/3, 4/6/23 (1 Det) Background Investigation  | 698.79 |
| 489   | 5335 | Travel Expenses | 4444 Misc Vendor for Procurement Card | PC - 39711 | Deposit for Lodging 4/3-4/5/23 (1 Det) Background Investigation | 75.71  |

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| Line #                                    | Account | Vendor                 | Invoice                     | Invoice Description | Amount  |        |
|---|---------|------------------------|-----------------------------|---------------------|---|--------|
| 490                                       | 6015    | Communication Services | 8347 Browning Trail Cameras | PC - 39659          | Cell Connection- Trail Camera for Surveillance 3/18-4/18/2023 | 29.99  |
| 491                                       | 7000    | Office Supplies        | 4348 Amazon.Com             | PC - 39707          | 4 Packs of Flash Drives                                       | 83.56  |
| 492                                       | 7000    | Office Supplies        | 4348 Amazon.Com             | PC - 39710          | 2 External Hard Drives  | 113.98 |
| 493                                       | 7000    | Office Supplies        | 4348 Amazon.Com             | PC - 39737          | Lockout Pump Kits and Name Plate Holders                      | 36.94  |
| <b>Total 620 - Criminal Investigation</b> |         |                        |                             |                     | <b>1,888.97</b>   |        |

| <b>Division: 630 - Support Services</b> |         |                      |                                       |                     |  |          |
|---|---------|----------------------|---------------------------------------|---------------------|--|----------|
| Line #                                  | Account | Vendor               | Invoice                               | Invoice Description | Amount   |          |
| 494                                     | 5325    | Training             | 6851 Axon Enterprise Inc              | PC - 39702          | Taser Instructor Course Voucher (1 Officer) Date TBD           | 495.00   |
| 495                                     | 5335    | Travel Expenses      | 7800 Hertz Corporation                | PC - 39801          | Rental Car for Investigation 2/27-3/2/2023                     | 234.72   |
| 496                                     | 5335    | Travel Expenses      | 7800 Hertz Corporation                | PC - 39802          | Rental Car for Investigation 2/27-3/2/2023                     | 234.72   |
| 497                                     | 5335    | Travel Expenses      | 4633 Walgreen Co                      | PC - 39803          | Doll for Investigation 3/6/2023                                | 8.99     |
| 498                                     | 5335    | Travel Expenses      | 7800 Hertz Corporation                | PC - 39804          | Tolls for Rental Car During Investigation 2/27-3/2/2023        | 26.58    |
| 499                                     | 6305    | R&M Equipment        | 4444 Misc Vendor for Procurement Card | PC - 39815          | Refund for Sales Tax from Camera Repair 1/17/2023              | (11.31)  |
| 500                                     | 7000    | Office Supplies      | 4348 Amazon.Com                       | PC - 39697          | 20 Flash Drives  | 514.17   |
| 501                                     | 7000    | Office Supplies      | 4348 Amazon.Com                       | PC - 39698          | 1 Carton of Paper Clips  | 8.49     |
| 502                                     | 7000    | Office Supplies      | 4348 Amazon.Com                       | PC - 39705          | Cell Phone Lockers/Hook/Card Readers/Cups/Anti-Bacterial Wipes | 52.92    |
| 503                                     | 7000    | Office Supplies      | 4348 Amazon.Com                       | PC - 39706          | 4 Packs of Envelopes   | 78.88    |
| 504                                     | 7000    | Office Supplies      | 4348 Amazon.Com                       | PC - 39708          | 8 Rolls of Shipping Tape                                       | 26.48    |
| 505                                     | 7000    | Office Supplies      | 4348 Amazon.Com                       | PC - 39712          | 1 Rubber Stamp   | 10.99    |
| 506                                     | 7000    | Office Supplies      | 4348 Amazon.Com                       | PC - 39738          | 2 Bags of Rubber Bands   | 11.96    |
| 507                                     | 7000    | Office Supplies      | 4348 Amazon.Com                       | PC - 39739          | Refund for Name Plates   | (19.99)  |
| 508                                     | 7000    | Office Supplies      | 4348 Amazon.Com                       | PC - 39740          | Markers, Envelopes, Pens, and Name Plates                      | 243.79   |
| 509                                     | 7000    | Office Supplies      | 6795 Rimage Corporation               | PC - 39812          | 30 Ribbons for Body Camera System                              | 1,676.90 |
| 510                                     | 7000    | Office Supplies      | 4348 Amazon.Com                       | PC - 39817          | 300 Laminating Sheets  | 38.24    |
| 511                                     | 7200    | Other Supplies       | 5854 MidwayUSA                        | PC - 39679          | Gun Oil, Cleaner, and Degreaser                                | 227.70   |
| 512                                     | 7200    | Other Supplies       | 4348 Amazon.Com                       | PC - 39700          | 2 Magnetic Hooks   | 58.48    |
| 513                                     | 7200    | Other Supplies       | 4348 Amazon.Com                       | PC - 39701          | 1 Bucket of Anti-Bacterial Wipes                               | 48.94    |
| 514                                     | 7200    | Other Supplies       | 4348 Amazon.Com                       | PC - 39704          | Cell Phone Lockers/Hook/Card Readers/Cups/Anti-Bacterial Wipes | 159.75   |
| 515                                     | 7500    | Postage & Parcel     | 1566 UPS Store The                    | PC - 39813          | Shipping for BWC Repair 2/28/2023                              | 13.49    |
| 516                                     | 7500    | Postage & Parcel     | 1566 UPS Store The                    | PC - 39814          | Shipping for BWC Repair 3/3/2023                               | 13.49    |
| 517                                     | 7525    | Meals                | 2318 Jewel Food Stores                | PC - 39762          | 3 Vegetarian Meals for Prisoners                               | 22.47    |
| 518                                     | 8010    | Furniture & Fixtures | 4348 Amazon.Com                       | PC - 39703          | Cell Phone Lockers/Hook/Card Readers/Cups/Anti-Bacterial Wipes | 116.22   |
| <b>Total 630 - Support Services</b>     |         |                      |                                       |                     | <b>4,292.07</b>  |          |

|                                     |  |  |  |  |                 |
|-------------------------------------|--|--|--|--|-----------------|
| <b>Total 60 - Police Department</b> |  |  |  |  | <b>6,904.68</b> |
|-------------------------------------|--|--|--|--|-----------------|

# City of Des Plaines

## Warrant Register 05/01/2023

### JPMorgan Chase

| Line #                                    | Account | Vendor                   | Invoice   | Invoice Description  | Amount          |
|---|---------|--------------------------|---|--|-----------------|
| <b>Fire Department</b>                    |         |                          |   |  |                 |
| <b>Division: 100 - Administration</b>     |         |                          |   |  |                 |
| 519                                       | 5320    | Conferences              | 1482 Metropolitan Fire Chiefs Association of IL | PC - 39757<br>Registration-Luncheon Mtg 4/6/2- Chief, 2 Dep Chfs, Exec Asst  | 160.00          |
| 520                                       | 5325    | Training                 | 2033 IL Society of Fire Service Instructors     | PC - 39807<br>Instructor 3 Class 3/27-5/1/2023 Mondays Only-Division Chief   | 500.00          |
| 521                                       | 6310    | R&M Vehicles             | 8811 WashU Speedy Shine LLC                     | PC - 39741<br>Car Wash 3/7/23 Vehicle 6101- Deputy Chief                     | 4.00            |
| 522                                       | 6310    | R&M Vehicles             | 8811 WashU Speedy Shine LLC                     | PC - 39742<br>Car Wash 3/14/23 Vehicle 6101- Deputy Chief                    | 4.00            |
| 523                                       | 6310    | R&M Vehicles             | 8811 WashU Speedy Shine LLC                     | PC - 39743<br>Car Wash Vehicle 6101 3/21/23 - Deputy Chief                   | 4.00            |
| 524                                       | 6310    | R&M Vehicles             | 8811 WashU Speedy Shine LLC                     | PC - 39788<br>Car Wash 3/14/23 Vehicle 6102- Deputy Chief                    | 7.00            |
| 525                                       | 6310    | R&M Vehicles             | 8811 WashU Speedy Shine LLC                     | PC - 39790<br>Car Wash 3/20/23 Vehicle 6102 - Deputy Chief                   | 4.00            |
| 526                                       | 7550    | Miscellaneous Expenses   | 5288 Dunkin Donuts, Inc                         | PC - 39785<br>Breakfast for Command Staff Planning Meeting 3/2/23            | 44.77           |
| 527                                       | 7550    | Miscellaneous Expenses   | 5390 Avanti Cafe & Sandwich Bar                 | PC - 39786<br>Lunch for Command Staff Planning Meeting 3/2/23                | 71.61           |
| 528                                       | 7550    | Miscellaneous Expenses   | 5390 Avanti Cafe & Sandwich Bar                 | PC - 39789<br>Credit for Tax Charged on 3/2/23                               | (6.11)          |
| <b>Total 100 - Administration</b>         |         |                          |   |  | <b>793.27</b>   |
| <b>Division: 710 - Emergency Services</b> |         |                          |   |  |                 |
| 529                                       | 6110    | Printing Services        | 4444 Misc Vendor for Procurement Card           | PC - 39796<br>BLS Provider and CPR AED Instructional Materials 03/17/2023    | 304.72          |
| 530                                       | 6115    | Licensing/Titles         | 1472 IL Department of Public Health             | PC - 39797<br>2023 IDPH Annual Ambulance Inspections                         | 153.38          |
| 531                                       | 7035    | Supplies - Equipment R&M | 4348 Amazon.Com                                 | PC - 39791<br>Repl Part for Grill Shut Off Valve Attached to Bldg-Station 63 | 85.00           |
| 532                                       | 7035    | Supplies - Equipment R&M | 4444 Misc Vendor for Procurement Card           | PC - 39806<br>Replacement Winch Ropes  | 946.99          |
| 533                                       | 7045    | Supplies - Building R&M  | 1557 Abt Electronics & Appliances               | PC - 39805<br>Replacement Deep Fill Washer and Dryer - Station 61            | 1,303.98        |
| 534                                       | 7045    | Supplies - Building R&M  | 4830 Lowe's                                     | PC - 39808<br>Downpayment for Window Blinds - Station 61 Remodel PO 2023-152 | 2,634.00        |
| 535                                       | 7200    | Other Supplies           | 4348 Amazon.Com                                 | PC - 39800<br>2 Waste Baskets - Station 61                                   | 64.64           |
| 536                                       | 7320    | Equipment < \$5,000      | 1747 Murphy's Contractors Equipment Inc         | PC - 39756<br>Cylinder Cover for Rescue 61 Saw                               | 61.00           |
| 537                                       | 7320    | Equipment < \$5,000      | 4348 Amazon.Com                                 | PC - 39783<br>RAM Mounts, Double Ball Mount - Engine 63                      | 171.07          |
| 538                                       | 7320    | Equipment < \$5,000      | 4348 Amazon.Com                                 | PC - 39784<br>iPad Case and Keypad - Ambulance 62                            | 70.97           |
| 539                                       | 7320    | Equipment < \$5,000      | 4348 Amazon.Com                                 | PC - 39787<br>iPad Case - Engine 63  | 143.44          |
| 540                                       | 7320    | Equipment < \$5,000      | 4348 Amazon.Com                                 | PC - 39792<br>3 RAM Mounts, Double Ball Mount                                | 179.95          |
| 541                                       | 7320    | Equipment < \$5,000      | 4348 Amazon.Com                                 | PC - 39793<br>Retractable Mic Holder- Ambulance 62                           | 29.48           |
| 542                                       | 7320    | Equipment < \$5,000      | 1747 Murphy's Contractors Equipment Inc         | PC - 39809<br>Gaskets and Filters for Saw - Training at Romano's             | 160.91          |
| <b>Total 710 - Emergency Services</b>     |         |                          |   |  | <b>6,309.53</b> |

# City of Des Plaines

## Warrant Register 05/01/2023

### JPMorgan Chase

| Line #                                 | Account | Vendor              | Invoice         | Invoice Description | Amount       |       |
|--|---------|---------------------|-----------------|---------------------|--------------|-------|
| <b>Division: 720 - Fire Prevention</b> |         |                     |                 |                     |              |       |
| 543                                    | 7320    | Equipment < \$5,000 | 4348 Amazon.Com | PC - 39763          | 4 iPad Cases | 99.96 |
| <b>Total 720 - Fire Prevention</b>     |         |                     |                 |                     | <b>99.96</b> |       |

|  |      |                        |               |            |  |       |
|--|------|------------------------|---------------|------------|--|-------|
| <b>Division: 730 - Emergency Management Agency</b> |      |                        |               |            |  |       |
| 544  | 7550 | Miscellaneous Expenses | 6867 Marianos | PC - 39799 | Food for EMA Volunteer Recruitment Meeting 3/22/23 | 10.99 |
| <b>Total 730 - Emergency Management Agency</b>     |      |                        |               |            | <b>10.99</b>                                       |       |

|                                   |  |  |  |  |                 |
|-----------------------------------|--|--|--|--|-----------------|
| <b>Total 70 - Fire Department</b> |  |  |  |  | <b>7,213.75</b> |
|-----------------------------------|--|--|--|--|-----------------|

|                                 |  |  |  |  |                  |
|---------------------------------|--|--|--|--|------------------|
| <b>Total 100 - General Fund</b> |  |  |  |  | <b>29,217.03</b> |
|---------------------------------|--|--|--|--|------------------|

| <b>Fund: 260 - Asset Seizure Fund</b> |      |                     |                                       |            |  |          |
|---------------------------------------|------|---------------------|---------------------------------------|------------|--|----------|
| <b>Program: 2620 - DEA</b>            |      |                     |                                       |            |  |          |
| 545                                   | 5325 | Training            | 4444 Misc Vendor for Procurement Card | PC - 39680 | Breaching Class (1 TRT OP) 6/19-6/23/2023        | 1,585.00 |
| 546                                   | 7200 | Other Supplies      | 4348 Amazon.Com                       | PC - 39683 | AAA Batteries for TRT                            | 63.37    |
| 547                                   | 7200 | Other Supplies      | 4348 Amazon.Com                       | PC - 39684 | Lithium Batteries for TRT                        | 35.37    |
| 548                                   | 7320 | Equipment < \$5,000 | 4444 Misc Vendor for Procurement Card | PC - 39681 | 2 Throw Lights, Pouches, and Chargers for TRT    | 544.00   |
| 549                                   | 7320 | Equipment < \$5,000 | 8697 Blue Line Breachers LLC          | PC - 39682 | 10 NFDD Explosive Magazine                       | 640.00   |
| 550                                   | 7320 | Equipment < \$5,000 | 4444 Misc Vendor for Procurement Card | PC - 39687 | 3 Throw Lights for TRT                           | 746.85   |
| 551                                   | 7320 | Equipment < \$5,000 | 5854 MidwayUSA                        | PC - 39688 | 2 Optical Sights for TRT                         | 299.98   |
| 552                                   | 7320 | Equipment < \$5,000 | 4348 Amazon.Com                       | PC - 39689 | Camouflage Tarp and Weatherproof Binders for TRT | 347.86   |
| 553                                   | 8015 | Equipment           | 1091 B&H Photo-Video                  | PC - 39816 | 2 Cameras for ET Program Purchase Order 2023-165 | 7,840.85 |
| <b>Total 2620 - DEA</b>               |      |                     |                                       |            | <b>12,103.28</b>                                 |          |

|                                |      |                     |                                  |            |  |            |
|--------------------------------|------|---------------------|----------------------------------|------------|--|------------|
| <b>Program: 2640 - Forfeit</b> |      |                     |                                  |            |  |            |
| 554                            | 6115 | Licensing/Titles    | 1744 IL Secretary of State       | PC - 39810 | Squad 2 Vehicle Registration for 2023 Lic #BY64246         | 154.40     |
| 555                            | 6115 | Licensing/Titles    | 1744 IL Secretary of State       | PC - 39811 | Sqd 1 Vehicle Registration for 2023 Lic #V823183           | 154.40     |
| 556                            | 7200 | Other Supplies      | 7186 Bentley's Pet Stuff-SC      | PC - 39758 | Food for K9 Jager 3/2/2023                                 | 98.09      |
| 557                            | 7200 | Other Supplies      | 7186 Bentley's Pet Stuff-SC      | PC - 39759 | Food for K9 Jager 3/24/2023                                | 98.09      |
| 558                            | 7320 | Equipment < \$5,000 | 5022 Ray Allen Manufacturing LLC | PC - 39760 | 7 Training Aids for K9 Jager                               | 146.92     |
| 559                            | 8015 | Equipment           | 4177 Uline Inc                   | PC - 39686 | Refund for Mobile Phone Charging Cabinet for Patrol Phones | (1,621.58) |
| <b>Total 2640 - Forfeit</b>    |      |                     |                                  |            | <b>(969.68)</b>  |            |

|                                       |  |  |  |  |                  |
|---------------------------------------|--|--|--|--|------------------|
| <b>Total 260 - Asset Seizure Fund</b> |  |  |  |  | <b>11,133.60</b> |
|---------------------------------------|--|--|--|--|------------------|

# City of Des Plaines

## Warrant Register 05/01/2023

### JPMorgan Chase

| Line #                                   | Account | Vendor       | Invoice                                       | Invoice Description                                     | Amount        |
|--|---------|--------------|---|---|---------------|
| <b>Fund: 400 - Capital Projects Fund</b> |         |              |   |   |               |
| 560                                      | 6300    | R&M Software | 1753 American Public Works Association - APWA | PC - 39690<br>PAVER 7.1 Software Download<br>03/21/2023 | 995.00        |
| <b>Total 400 - Capital Projects Fund</b> |         |              |   |   | <b>995.00</b> |

|  |      |                   |                 |  |                 |
|--|------|-------------------|-----------------|--|-----------------|
| <b>Fund: 420 - IT Replacement Fund</b> |      |                   |                 |  |                 |
| 561                                    | 8005 | Computer Hardware | 4348 Amazon.Com | PC - 39837<br>APC Replacement UPS Batteries for<br>City Use          | 680.59          |
| 562                                    | 8005 | Computer Hardware | 4348 Amazon.Com | PC - 39841<br>APC UPS Battery Backup Surge<br>Protector for City Use | 599.50          |
| <b>Total 420 - IT Replacement Fund</b> |      |                   |                 |  | <b>1,280.09</b> |

|  |      |                            |                                |  |               |
|--|------|----------------------------|--------------------------------|--|---------------|
| <b>Fund: 430 - Facilities Replacement Fund</b> |      |                            |                                |  |               |
| 563  | 6315 | R&M Buildings & Structures | 8826 Chem-Wise Pest Management | PC - 39722<br>Rodent Control Service - 620 Lee St -<br>3/27/2023 | 195.00        |
| <b>Total 430 - Facilities Replacement Fund</b> |      |                            |                                |  | <b>195.00</b> |

|                                      |      |                          |  |  |          |
|--------------------------------------|------|--------------------------|--|--|----------|
| <b>Fund: 500 - Water/Sewer Fund</b>  |      |                          |  |  |          |
| <b>Division: 550 - Water Systems</b> |      |                          |  |  |          |
| 564                                  | 5310 | Membership Dues          | 1563 American Water Works Assoc (AWWA)                 | PC - 39651<br>3 PW/ENG Utility Memberships-<br>4/01/2023-3/31/2024-PO#2023-156   | 4,823.00 |
| 565                                  | 5320 | Conferences              | 1576 Illinois Section American Water Works Association | PC - 39653<br>ILAWWA Watercon 2023 Conference -<br>Asst Director-3/21-3/23/2023  | 350.00   |
| 566                                  | 5320 | Conferences              | 1576 Illinois Section American Water Works Association | PC - 39767<br>ILAWWA Watercon 2023 Conference -<br>Superintendent 3/21-3/23/2023 | 50.00    |
| 567                                  | 5320 | Conferences              | 4416 Comfort Inns                                      | PC - 39778<br>IEPA Mandatory Water Training -<br>Superintendent - 3/21-3/23/2023 | 193.80   |
| 568                                  | 5325 | Training                 | 1576 Illinois Section American Water Works Association | PC - 39649<br>ILAWWA Watercon 2023 Conference -<br>Asst Dir - 3/21-3/23/2023     | 50.00    |
| 569                                  | 5325 | Training                 | 1576 Illinois Section American Water Works Association | PC - 39650<br>ILAWWA Watercon 2023 Conference -<br>Asst Dir - 3/21-3/23/2023     | 50.00    |
| 570                                  | 5325 | Training                 | 4416 Comfort Inns                                      | PC - 39654<br>IEPA Mandatory Water Training -<br>Superintendent - 3/21-3/23/2023 | 193.80   |
| 571                                  | 5325 | Training                 | 4416 Comfort Inns                                      | PC - 39655<br>IEPA Mandatory Water Training -<br>Maint Operator - 3/20-3/23/2023 | 290.70   |
| 572                                  | 5325 | Training                 | 4416 Comfort Inns                                      | PC - 39656<br>IEPA Mandatory Water Training -<br>Maint Operator - 3/20-3/23/2023 | 290.70   |
| 573                                  | 5325 | Training                 | 4416 Comfort Inns                                      | PC - 39657<br>IEPA Mandatory Water Training - Asst<br>Director - 3/21-3/23/2023  | 193.80   |
| 574                                  | 5325 | Training                 | 4416 Comfort Inns                                      | PC - 39658<br>IEPA Mandatory Water Training -<br>Foreman - 3/21-3/23/2023        | 193.80   |
| 575                                  | 7020 | Supplies - Safety        | 4348 Amazon.Com  | PC - 39777<br>Hard Hat Insert  | 31.37    |
| 576                                  | 7035 | Supplies - Equipment R&M | 4348 Amazon.Com  | PC - 39673<br>LPG Propane Gas Hose - Water 9040                                  | 38.99    |
| 577                                  | 7040 | Supplies - Vehicle R&M   | 4348 Amazon.Com  | PC - 39668<br>Solenoid Valve - Water 9032  | 129.50   |
| 578                                  | 7300 | Uniforms                 | 1580 Mighty Mites Awards Inc                           | PC - 39727<br>Quartermaster Uniform Shirts - All<br>Departments                  | 299.00   |

# City of Des Plaines

## Warrant Register 05/01/2023

### JPMorgan Chase

| Line #                           | Account | Vendor              | Invoice                           | Invoice Description | Amount   |        |
|----------------------------------|---------|---------------------|-----------------------------------|---------------------|--|--------|
| 579                              | 7300    | Uniforms            | 4348 Amazon.Com                   | PC - 39773          | Quartermaster Uniforms - Sweatshirts - All Departments | 137.38 |
| 580                              | 7320    | Equipment < \$5,000 | 4348 Amazon.Com                   | PC - 39769          | iPad Keyboard Case                                     | 71.68  |
| 581                              | 7500    | Postage & Parcel    | 1700 United States Postal Service | PC - 39716          | Postage for Certified Mail - 3/15/2023                 | 48.78  |
| 582                              | 7500    | Postage & Parcel    | 1700 United States Postal Service | PC - 39720          | Postage for Certified Mail - 3/22/2023                 | 40.65  |
| 583                              | 7500    | Postage & Parcel    | 1700 United States Postal Service | PC - 39729          | Postage for Certified Mail - 3/30/2023                 | 48.78  |
| 584                              | 7500    | Postage & Parcel    | 1700 United States Postal Service | PC - 39768          | Postage for Certified Mail - 3/01/2023                 | 48.78  |
| <b>Total 550 - Water Systems</b> |         |                     |                                   |                     | <b>7,574.51</b>  |        |

| <b>Division: 560 - Sewer Systems</b> |      |                          |                              |            |   |        |
|--------------------------------------|------|--------------------------|------------------------------|------------|---|--------|
| 585                                  | 7035 | Supplies - Equipment R&M | 4348 Amazon.Com              | PC - 39672 | Filters, Decompression Valves and Recoil Starter - Sewer 8042 | 79.36  |
| 586                                  | 7300 | Uniforms                 | 1580 Mighty Mites Awards Inc | PC - 39728 | Quartermaster Uniform Shirts - All Departments                | 299.00 |
| 587                                  | 7300 | Uniforms                 | 4348 Amazon.Com              | PC - 39770 | Uniform Shirts and Pants - Sewer Foreman                      | 168.61 |
| 588                                  | 7300 | Uniforms                 | 4348 Amazon.Com              | PC - 39774 | Quartermaster Uniforms - Sweatshirts - All Departments        | 137.37 |
| <b>Total 560 - Sewer Systems</b>     |      |                          |                              |            | <b>684.34</b>   |        |

|                                     |                 |
|-------------------------------------|-----------------|
| <b>Total 500 - Water/Sewer Fund</b> | <b>8,258.85</b> |
|-------------------------------------|-----------------|

| <b>Fund: 700 - Escrow Fund</b> |      |                           |                 |            |   |        |
|--------------------------------|------|---------------------------|-----------------|------------|---|--------|
| 589                            | 2221 | Taste of Des Plaines      | 4177 Uline Inc  | PC - 39696 | Boxes for Taste of Des Plaines Ticket Collection 6/16-6/17/23 | 268.33 |
| 590                            | 2226 | Special Events - July 4th | 4348 Amazon.Com | PC - 39693 | Costumes for Parade on 7/4/23                                 | 70.57  |
| 591                            | 2226 | Special Events - July 4th | 4348 Amazon.Com | PC - 39695 | Costume for Parade on 7/4/23                                  | 104.98 |
| <b>Total 700 - Escrow Fund</b> |      |                           |                 |            | <b>443.88</b>   |        |

|                    |                  |
|--------------------|------------------|
| <b>Grand Total</b> | <b>51,523.45</b> |
|--------------------|------------------|

# City of Des Plaines

## Warrant Register 05/01/2023

### Summary

|                                  | <u>Amount</u>                 | <u>Transfer Date</u> |
|----------------------------------|-------------------------------|----------------------|
| Automated Accounts Payable       | \$ 732,475.43 **              | 5/1/2023             |
| Manual Checks                    | \$ 62,679.00 **               | 4/14/2023            |
| Payroll                          | \$ 1,305,529.83               | 4/21/2023            |
| RHS Payout                       | \$ -                          |                      |
| Electronic Transfer Activity:    |                               |                      |
| JPMorgan Chase Credit Card       | \$ 51,523.45 **               | 4/25/2023            |
| Chicago Water Bill ACH           | \$ 122,563.03                 | 4/28/2023            |
| Postage Meter Direct Debits      | \$ 2,949.85                   | 4/5/2023             |
| Utility Billing Refunds          | \$ -                          |                      |
| Debt Interest Payment            | \$ -                          |                      |
| IMRF Payments                    | \$ 96,983.05                  | 4/6/2023             |
| Employee Medical Trust           | \$ -                          |                      |
| <b>Total Cash Disbursements:</b> | <b><u>\$ 2,374,703.64</u></b> |                      |

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

\*\* See attached report

Adopted by the City Council of Des Plaines

This First Day of May 2023

Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Absent \_\_\_\_\_

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Jessica M. Mastalski, City Clerk

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Andrew Goczkowski, Mayor


**COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT**

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

**MEMORANDUM**

Date: April 20, 2023

To: Michael G. Bartholomew, City Manager

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

Subject: Revised Business Assistance Program Structure and Guidelines

**Issue:** Revised Business Assistance Program guidelines, which would implement a new program structure, are proposed for the City Council’s consideration. These revised guidelines are intended to reshape the program so that it is more effective toward fulfilling Goal No. 2: Re-imagined Growth in the Council’s five-year (2022-2026) Strategic Plan.

**Analysis:** At its January 17, 2023, meeting, the Council discussed a resolution to re-establish a downtown district restaurant grant under the larger Business Assistance Program umbrella. The grant had previously existed – officially titled the “Theatre and Restaurant District Grant” – but ended in 2021. It is important to note that since 2021, downtown restaurants could nonetheless apply for business assistance under a different existing grant, such as “Interior Build-Out” (for example, At 7 Bar & Grill at 1472 Market in Metropolitan Square received assistance through Interior Build-Out). However, there was no longer an officially branded grant aimed specifically at downtown restaurants. The Fiscal Year 2023 budget added \$100,000 to the Business Assistance Program to emphasize attracting and cultivating food-and-drink establishments (e.g., restaurants, taverns, cafes) in downtown specifically, which is Strategy No. 1 under Goal No. 2 in the strategic plan.<sup>1</sup>

Instead of approving the resolution as presented, Council expressed a desire to maintain a citywide program as opposed to a downtown-specific focus, noting that the previous downtown/theatre district grant did not lead to actual completion of restaurant projects. Various members of the Council brought up issues such as award approval timing, award amounts (whether they are large enough to be competitive and effective compared with other communities), and grant applicant “skin in the game”—that is, a demonstrated seriousness through financial investment and a commitment to following through with the project and business that is the subject of an application.

The Council assigned staff to research alternative approaches and return with a proposal to change various

<sup>1</sup> Strategic Plan 2022-2026: The City of Des Plaines’ Roadmap to the Future. Accessible at <https://desplaines.prod.govaccess.org/home/showdocument?id=154>



components and limitations of the program. The City Manager further directed to simplify the program overall, as currently there are multiple existing types of grants that can be complicated to explain and publicize. Further, it is worth noting the Business Assistance Program's grants have aided numerous types of businesses *other than restaurants*. Staff provided a Periodic Update to the Council on February 24, summarizing the research and making preliminary recommendations, which are now brought forward for formal consideration.

### *Existing Program*

The five grants under the current Business Assistance Program have the following key general parameters:

- Awards of \$10,000 or less can be approved administratively by CED; \$10,000 or greater requires the City Council to pass a resolution to approve.
- There are multiple “maximum” award amounts, which have been waived multiple times by the Council to grant awards greater than the maximum (“cap”). The current award caps are \$5,000 for Awning, \$20,000 for Façade Rehabilitation, \$15,000 for Interior Build-Out, \$10,000 for Outdoor Dining, and \$50,000 for Multi-Unit Retail (depending on the square footage of the shopping center).
  - The prior Theatre and Restaurant District (“Downtown”) program established a maximum of \$100,000.
- Awards are generally given to businesses instead of property owners/landlords, except where grants are aimed specifically at rehabbing a commercial building exterior (or, obviously, where the recipient business also owns its property).
- All awards require a contribution of the applicant (i.e., “skin in the game”). For all awards except for Awning, the applicant’s contribution must be *at least* a 50-50 match to the award. For awning awards, the grant can fund up to 75 percent of the cost, but these awards are also typically small amounts: less than \$10,000.
- Applicants must not begin construction on work they are seeking grant assistance on until after they have received an approval letter based on either staff or City Council action, depending on whether the award is greater than or less than \$10,000.
- Work must be completed within 12 months, or an extension must be approved.
- Payouts occur all at once, after all work that the grant is being used toward has been inspected and approved and/or (if applicable) after the business receiving the award has opened.
- Contractor estimates and a corresponding project budget are required *pre-approval*; *post-approval*, proof that contractors have been paid is required for payout.
- Recipients of the Interior Build-Out, Façade Rehabilitation, and/or Outdoor Dining grants must generate either retail sales or food-and-beverage tax.
- Recipients cannot receive a second of the same grant award; however, they can receive one type of grant initially and receive a different type of grant at a later time.
- Recipients commit to grant-funded improvements being installed for at least five years or are required to repay a portion of an award.

Based on the maximum amounts and types of improvements covered, some criteria are tailored with existing businesses and properties in mind (e.g., Awning, Outdoor Dining), others are designed to attract new businesses, and some are designed to do both/either. It has been fairly common over past years for single recipients to receive multiple types of grants as part of one application. See the attached breakdown of recent award recipients.

### *Northwest Municipal Conference (NWMC) Research*

Staff reviewed survey results from NWMC communities about their business grant and incentive programs. In general, most (but not all) communities surveyed offer local business assistance grants or incentives. Full results of a recent survey of communities are attached, but the following are key takeaways:

- Some programs are not citywide but target specific area or corridor, such as a TIF district or downtown area.
- It is common to target retail and restaurants, similar to Des Plaines' current program.
- Also like Des Plaines, funds are targeted at physical, permanent improvements.
  - Some are used to bring about code compliance (e.g., fire safety, property maintenance violation correction), enhancement or preservation of old, visible, "historic" buildings, or implement sustainability goals (e.g., encourage installing energy-efficient lighting).
- There is emphasis on aesthetic improvements (e.g., façade and landscaping).
- All require various levels of contribution/match.
- Approval processes involves a staff review and a mix of either elected or appointed officials.
- The only grant with a "cap" larger than Des Plaines was Wheeling with \$150,000, for restaurants only and for those that exceed 4,000 square feet and have at least 100 seats (all others capped at \$50,000).
- One community has no cap and instead adjusts through annual budgeting.

#### *Small-Business Working Group: What We Heard*

Staff convened a small working group of current small business owners and investors in Des Plaines, all of whom are in the food-and-drink business. One of the participants in the working group is a recent assistance recipient and started a new business in downtown Des Plaines in 2020. The group generally conveyed the following:

- Even more important than assistance/incentives is a successful environment and market. If the market for what a business wants to do is established and strong – if there are many potential customers – their risk tolerance and willingness to invest upfront is greater. However, there is some value to closing gaps to mitigate upfront risk.
- Businesses most likely to succeed for five years and beyond have a well-articulated business plan.
- The group suggested exploring a structure where partial payments could be disbursed throughout construction, with assurances and security in place the City will be paid back or recoup payments if project is not completed.
- Rent and labor are a combined 60 percent of operating costs for one of the participant's restaurants.
- Restaurants have a high failure rate: "60 percent close within a year, 80 percent close within five years."
- One of the participants is pursuing a restaurant investment in another community that involves turning a non-restaurant space into a barbecue joint. The "all-in" investment is approximately \$800,000 and involves work such as new utility services (electrical and water), HVAC, grease bin, and fire sprinklers.
  - Applying a 50-50 matching award would mean a \$400,000 award in this instance.

#### *Proposed Revised Guidelines and Structure*

Attached Resolution R-81-23 contains revised guidelines that would accomplish the following:

- Consolidate the program from five grant types to two:
  - **Administrative** "BOOST" awards (\$10,000 or less, reviewed and approved by staff based on the Council's adopted guidelines); and
  - **City Council** "GROWTH" awards (\$10,000 or more).
    - For Council awards, **require a business plan** with performance projections and tax-generation estimates – sales, food-and-beverage, and/or property or other tax – to be part of submittal/packet materials. Also require a narrative that describes the people and entities involved in the endeavor, their experience and likelihood to leverage the

award into success, and an assessment of their need and risk. Staff could recommend a full or partial waiver of this requirement based on the requested award amount and the scope of the requested improvements (e.g., for example, a façade or sign award for \$15,000 may not warrant a full business plan submission).

- Also for Council awards, **there would be no maximum award dollar amount (“cap”)**, provided the concept contains a well-articulated and appropriately thorough plan and concept.
- Set the expectation that as part of annual budget planning, the Council will decide on (i) priorities for the coming year for its GROWTH awards (i.e. *Where in the city? What types of businesses?*), (ii) roughly *how many* awards it would hope to approve generally and (iii) a range in potential dollar amounts for the awards. The market is always changing, and this process allows the program to adjust and re-position regularly. Once annual priorities are set, staff can update the guidelines and program materials. Example priorities that could oscillate year to year include:
  - Recruiting food-and-drink and entertainment establishments;
  - Enhancing existing buildings or targeting a specific area (although generally awards would be available citywide); and/or
  - Responding to a disruptive event affecting specific sectors (e.g., COVID-19 and hospitality).
- Create a master table in the grant application that identifies examples of **eligible work** and **ineligible work**; in general, eligible work could be either interior or exterior but it should be the kind of work that cannot be easily removed and is “permanent;” easily removable items and equipment such as unaffixed furniture would be ineligible.
- Allow grants to be combined with the City’s support for Cook County Property Tax incentives (e.g. Class 7b, 7c) or other incentives, such as sharing of food-and-beverage or retail tax, provided all requirements for the other incentives are met and are duly and independently approved by the Council.
- Retain or slightly adjust prudent limitations from the current program, such as:
  - Require that the recipient generate either retail sales or food-and-beverage tax revenue.
    - However, this requirement applies only to awards toward *interior* work and *select exterior* (i.e., signs, exterior lighting, parking lot reconstruction, fencing); other exterior work could be eligible toward any business registered or in the process of becoming registered with the City, or properties containing said businesses.
  - Limit businesses or properties to no more than two awards over the life of the program, provided the scope for the second award is generally identified at the time of the first application and is not redundant from the scope of the first application.
  - 50-50 match, requiring that the award leverage at least one-for-one investment;
  - Formal approval of an application, either by staff or the Council, must occur before construction work begins on the improvements subject to the grant; and
  - All work on the improvements must be completed and inspected before payment, which would be all at once (i.e. a reimbursement-only program).

**City Council Action:** The Council may adopt attached Resolution R-81-23, with the revised program guidelines as Exhibit A, as presented or with minor changes made during the meeting. Alternatively, after discussion the Council could arrive at more significant changes to the guidelines, with direction to return at a later meeting to incorporate these changes into a revised version for adoption.

#### **Attachments**

Attachment 1: Business Assistance Awards Since 2020

Attachment 2: NWMC Survey Results

Attachment 3: Current Program Structure

Attachment 4: Proposed Program Structure

**Resolution R-81-23**

**Exhibits**

Exhibit A: Revised Guidelines

**Business Assistance Program Awards, 2020-Current**

| <b>Year</b> | <b>Recipient</b>              | <b>Address</b>   | <b>Sub-Grants</b>             | <b>Total Investment</b> | <b>Grant Amount</b> |
|-------------|-------------------------------|------------------|-------------------------------|-------------------------|---------------------|
| 2020        | Domino's Pizza                | 611 W Golf       | Interior Build-Out and Façade | \$306,866               | \$25,000            |
| 2020        | Ace Hardware                  | 1175 Lee         | Interior Build-Out and Facade | \$740,290               | \$100,000           |
| 2020        | Evolution Music               | 1191 S Elmhurst  | Interior Build-Out and Facade | \$74,383                | \$19,931.57         |
| 2021        | At 7                          | 1472 Market      | Interior Build-Out            | \$131,200.17            | \$47,752.50         |
| 2021        | Chicago Sushi                 | 574 E Oakton     | Interior Build-Out and Facade | \$30,000.00             | \$8,521.48          |
| 2022        | Khan Bros. Market             | 1143 Lee         | Interior Build-Out            | \$22,827.71             | \$10,000.00         |
| 2022        | Boba Tea                      | 1161 Lee         | Interior Build-Out            | \$36,325.00             | \$10,000.00         |
| 2022        | Charcoal Delights             | 1090 E Oakton    | Interior Build-Out            | \$83,000.00             | \$15,000.00         |
| 2022        | Kim Ophthalmology             | 69-73 Broadway   | Façade                        | \$60,000.00             | \$10,000.00         |
| 2023        | River Bend Plaza (1982 Space) | 1982 S River Rd  | Awning                        | \$2,500.00              | \$1,875.00          |
| 2023        | River Bend Plaza (1992 Space) | 1992 S River Rd. | Awning                        | \$5,100.00              | \$3,825.00          |

**Northwest Municipal Conference Survey Results** Date of Results: December 20,  
2022

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**Does your municipality offer any type of municipally funded economic incentive or grant program?**

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| <b>Municipality</b> | <b>Yes/No</b> |
|---------------------|---------------|
| Des Plaines         | Yes           |
| Antioch             | Yes           |
| Barrington          | Yes           |
| Bartlett            | Yes           |
| Evanston            | Yes           |
| Grayslake           | Yes           |
| Lake Zurich         | Yes           |
| Lincolnwood         | Yes           |
| Morton Grove        | Yes           |
| Niles               | Yes           |
| Northbrook          | No            |
| Rolling Meadows     | Yes           |
| Schaumburg          | Yes           |
| West Dundee         | Yes           |
| Wheeling            | Yes           |
| Winnetka            | No            |

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**Northwest Municipal Conference Survey Results** Date of Results: December 20,  
2022

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**How is the program funded?**

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| <b>Municipality</b> | <b>Program Funding</b>                            |
|---------------------|---|
| Des Plaines         | General Fund                                      |
| Antioch             | Business District                                 |
| Barrington          | TIF   |
| Bartlett            | Video Gaming Money                                |
| Evanston            | General Fund or TIFs                              |
| Grayslake           | General Revenues or sales/property tax abatements |
| Lake Zurich         | TIF   |
| Lincolnwood         | General Fund/TIF                                  |
| Morton Grove        | General Funds                                     |
| Niles               | TIFs  |
| Northbrook          | N/A   |
| Rolling Meadows     | General Fund                                      |
| Schaumburg          | General Funds, CDBG, and ARPA                     |
| West Dundee         | Community Development Fund, Home Rule Sales Tax   |
| Wheeling            | TIF   |
| Winnetka            | N/A   |

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## Northwest Municipal Conference Survey Results

Date of Results: December 20, 2022

### What are the eligibility criteria to apply?

| Municipality    | Eligibility Criteria  |
|-----------------|---|
| Des Plaines     | <ul style="list-style-type: none"> <li>• Business in Des Plaines</li> <li>• Food and Bev Sales Tax Producing (if applicable)</li> <li>• non-maintenance projects</li> <li>• Council Approval (when over \$10,000)</li> </ul>  |
| Antioch         | Downtown Façade Design Guidelines   |
| Barrington      | Must be located in the TIF District   |
| Bartlett        | Sales Tax Producing   |
| Evanston        | <ul style="list-style-type: none"> <li>• GMG-Business District or affinity business group not represented by a SSA</li> <li>• Storefront- Must face a business district street and a 5 year lease</li> <li>• Code Compliant</li> <li>• Reviewed by Economic Development Commission and approval by the Village Board through development agreement or economic incentive agreement</li> <li>• Must significantly advance the Village's goals as outlined in this framework</li> </ul> |
| Grayslake       | <ul style="list-style-type: none"> <li>• A commercial establishment located in the Main Street Area TIF</li> <li>• A small business</li> <li>• lease or proof of ownership</li> </ul>   |
| Lake Zurich     | Available to businesses   |
| Lincolnwood     | <ul style="list-style-type: none"> <li>• For business owners/tenants- owner authorization and lease</li> <li>• For commercial property owners- must operate a business at the location or provide a lease for businesses in the location and be in good standing with the Village</li> </ul>  |
| Morton Grove    | <ul style="list-style-type: none"> <li>• Must be located in a TIF district</li> <li>• Only one grant will be awarded per building within a five-year period</li> <li>• only improvements to facades and streetscapes that directly front a public right-of- way are eligible for funding</li> <li>• No outstanding code violations</li> </ul>   |
| Niles           | N/A   |
| Northbrook      | N/A   |
| Rolling Meadows | Secured business location and/or property owner verification and approval when needed   |
| Schaumburg      | Been in business pre-COVID, have LMI jobs   |
| West Dundee     | <ul style="list-style-type: none"> <li>• Lease</li> <li>• Owner Authorization</li> </ul>  |
| Wheeling        | Must be in TIF district and be retail/restaurant user   |
| Winnetka        | N/A   |



## Northwest Municipal Conference Survey Results

Date of Results: December 20, 2022

### What types of expenses/improvements are eligible for funding?

| Municipality | Expenses/Improvements   |
|--------------|---|
| Des Plaines  | <p>Includes but is not limited to:</p> <ul style="list-style-type: none"> <li>• Code Updates (Fire, Electrical, Plumbing)                             <ul style="list-style-type: none"> <li>• Awnings and Frames                                     <ul style="list-style-type: none"> <li>• Masonry</li> <li>• Windows</li> </ul> </li> <li>• Structural elements</li> </ul> </li> <li>• Permanent changes to the space</li> <li>• Flat work (for outdoor seating area)                             <ul style="list-style-type: none"> <li>• Half-wall enclosures</li> <li>• Iron fencing &amp; gates</li> </ul> </li> <li>• Perennial landscaping</li> </ul>  |
| Antioch      | All exterior improvements, except for maintenance. (New roofs, mechanicals are no eligible)   |
| Barrington   | <p>Qualifying façade improvement/upgrade or code upgrade (fire suppression/alarm, ADA, electric upgrade, etc.)</p> <ul style="list-style-type: none"> <li>• Façade Renovations</li> <li>• Interior Build-outs and/or rehabilitation                             <ul style="list-style-type: none"> <li>• Windows and Doors</li> <li>• Signs or Awnings</li> </ul> </li> <li>• Outdoor Dining Areas</li> <li>• Code-required landscaping improvements                             <ul style="list-style-type: none"> <li>• ADA Compliance</li> </ul> </li> <li>• Improvements in energy efficiency                             <ul style="list-style-type: none"> <li>• lighting</li> </ul> </li> <li>• Code-Compliance Related Items</li> </ul> |
| Bartlett     | <ul style="list-style-type: none"> <li>• GMG- district beautification and placemaking efforts, special events, marketing, and technical assistance</li> <li>• SF- Ramps, Door openers, signage, painting, lighting, windows, doors, awnings, canopies, fascia, tile, trim, metal work, other decorative elements, restoration of historic properties, and other improvements contributing to the visual enhancement or accessibility of a property.</li> </ul> <p>Interior improvements that result in permanent leasehold improvements (HVAC, plumbing, electrical, etc.) may be eligible for those in a TIF District</p>  |
| Evanston     |   |
| Grayslake    | The Village will consider all potential projects for the Economic Development Incentive Program on a case-by-case basis   |

|              |   |
|--------------|---|
| Lake Zurich  | <ul style="list-style-type: none"> <li>• Improvements must be located on and visible from the frontage of a building or right-of-way and enhance the appearance of the building <ul style="list-style-type: none"> <li>• Removing excess façade materials</li> <li>• Repainting damage from façade installation</li> </ul> </li> <li>• Repairing building deterioration and restoring original building materials building cleaning (acid or pressure wash, steam cleaning, tuck pointing) <ul style="list-style-type: none"> <li>• installing new awnings/ signage</li> <li>• making exterior accessibility improvements <ul style="list-style-type: none"> <li>• Repairing or upgrading exterior lighting <ul style="list-style-type: none"> <li>• Painting exterior</li> </ul> </li> <li>• replacing, repainting, or restoring graphic</li> <li>• Replacing, repainting, or restoring gutters</li> </ul> </li> </ul> </li> <li>• Replacing, repainting, or restoring of trash enclosures, but only if undertaken as part of a comprehensive facade improvement project <ul style="list-style-type: none"> <li>• Replacing or repainting windows</li> </ul> </li> </ul> |
| Lincolnwood  | <ul style="list-style-type: none"> <li>PEP- <ul style="list-style-type: none"> <li>• new storefronts</li> <li>• landscape additions</li> <li>• parking lot improvements <ul style="list-style-type: none"> <li>• signage</li> </ul> </li> </ul> </li> <li>GIFT- <ul style="list-style-type: none"> <li>• energy efficient lighting <ul style="list-style-type: none"> <li>• green roofs</li> <li>• rain barrels</li> <li>• rain gardens</li> <li>• native plantings</li> <li>• dual-flush toilets</li> <li>• aerated faucets</li> </ul> </li> <li>• alternative parking and pedestrian surfaces <ul style="list-style-type: none"> <li>• passive solar</li> </ul> </li> <li>• Energy Star windows, doors, and furnaces</li> <li>• Removal/replacement of façade materials</li> <li>• restoration/replacement of architectural features</li> </ul> </li></ul>  |
| Morton Grove | <ul style="list-style-type: none"> <li>• repair or removal/replacement of windows, doors, signage, awnings, shutters, wall mounted light fixtures, or other features which enhance the overall appearance</li> <li>• improvements to upper floors and/or secondary faces (visible from a public street, at the discretion of the Village)</li> </ul>  |
| Niles        | <ul style="list-style-type: none"> <li>• Exterior Doors and Storefront Windows <ul style="list-style-type: none"> <li>• Streetscape Elements <ul style="list-style-type: none"> <li>• Landscaping</li> <li>• Painting</li> </ul> </li> <li>• Shutters and Awnings</li> <li>• Stairs, Porches, Railings</li> </ul> </li> <li>• Wall Façade Repair &amp; Treatment <ul style="list-style-type: none"> <li>• Exterior Lighting</li> </ul> </li> <li>• Roofs visible from the street</li> <li>• Original Architectural Features repair or replacement</li> <li>• Signage repair or replacement (free standing pole or monument signs are not eligible) <ul style="list-style-type: none"> <li>• All requests for signage as part of the facade program are subject to further review</li> </ul> </li> </ul>   |
| Northbrook   | N/A   |

|                 |  |
|-----------------|--|
|                 | Retail and Restaurant:<br>•General interior and façade improvements, |
|                 | Curb Appeal:   |
| Rolling Meadows | •Outdoor seating and permanent landscaping improvements              |
|                 | •Rent  |
|                 | •Technology  |
|                 | •marketing   |
| Schaumburg      | •Workplace Protective Equipment                                      |
|                 | Façade Grant:  |
|                 | •Brick cleaning and tuck pointing                                    |
|                 | •Window display are remodeling                                       |
|                 | •Awnings, canopies, and lighting                                     |
|                 | •Window and door replacement   |
|                 | •Restoration of original architectural features                      |
|                 | •Façade improvements visible from the street                         |
|                 | Code Compliance Grant:   |
|                 | •Upgrading fire suppression system                                   |
|                 | •upgrading utilities   |
|                 | •upgrading building  |
| West Dundee     | •upgrading to ADA handicap accessibility                             |
| Wheeling        | Fixed Assets and installed equipment                                 |
| Winnetka        | N/A  |

## Northwest Municipal Conference Survey Results

Date of Results: December 20, 2022

### Is any cost sharing or private investment required?

| Municipality    | Cost Sharing or Private Investment   |
|-----------------|--|
| Des Plaines     | <ul style="list-style-type: none"> <li>•50% reimbursement for most programs</li> <li>•75% reimbursement for the awning program</li> </ul>  |
| Antioch         | Yes. They need to cover 50%  |
| Barrington      | Yes, 50% match up to 10,000 for façade enhancements and 50% match up to \$25,000 for code upgrades.  |
| Bartlett        | Private investment is required. The max grant is \$50,000, as well as 50% i.e., a \$100,000 project would receive a maximum of \$50,000. A \$4,000 sign, would receive a maximum \$2,000.  |
| Evanston        | The Storefront Modernization Program helps cover 50% of eligible project costs up to \$10,000. It is structured as a forgivable loan and provided as a reimbursement after work is complete.   |
| Grayslake       | Approximately 10-15% of private investment- this is a case-by-case basis.  |
| Lake Zurich     | 50/50 up to a max of \$5k from the Village   |
| Lincolnwood     | 50/50 cost sharing   |
| Morton Grove    | Yes, this is a 50% matching grant with a maximum award   |
| Niles           | 50% of the cost  |
| Northbrook      | N/A  |
| Rolling Meadows | Yes generally investment is required but Retail and Restaurant incentives on a case by case basis up to \$10,000   |
| Schaumburg      | Curb Appeal- Outdoor areas can receive up to 50% or up to \$25,000. All projects must have improvements that cost at least \$1,000. The city may offer a matching grant exceeding \$25,000 but it is up to the discretion of the City Council and must be of exceptional value to the community. |
| West Dundee     | 20%+ Match   |
| Wheeling        | Yes  |
| Winnetka        | Yes  |
|                 | N/A  |

## Northwest Municipal Conference Survey Results

Date of Results: December 20, 2022

### What documentation is required to apply?

| Municipality | Documentation  |
|--------------|--|
| Des Plaines  | <ul style="list-style-type: none"> <li>•Completed Application</li> <li>•Project Budget</li> <li>•Contractor Estimates</li> <li>•Plans</li> </ul>   |
| Antioch      | An application and two contractor estimates  |
| Barrington   | Quotes, plans, required permit documents to show work is code compliant and approvable under the program.  |
| Bartlett     | Every receipt and expenditure, as well as all final code approvals.  |
| Evanston     | <ul style="list-style-type: none"> <li>•Proof of registration/license</li> <li>•3 quotes/estimates for all projects being funded</li> <li>•letter of support from landlord (if applicable)</li> </ul>  |
| Grayslake    | <ul style="list-style-type: none"> <li>•A description of the project for which the applicant is seeking assistance</li> <li>•Projected costs of the project and proposed timeline</li> <li>•Description/analysis of the benefits the project will bring to the community</li> <li>•the number of jobs (full and part-time) that the project will create and/or retain</li> <li>•Detailed business plan</li> <li>•Requested amount</li> <li>•Site and building plans, drawings, or renderings that may be requested by the Village</li> </ul> |
| Lake Zurich  | Two itemized cost estimates or quotes from qualified, licensed contractors for all eligible improvements and the application form  |
| Lincolnwood  | <ul style="list-style-type: none"> <li>•Land Survey of Subject Property</li> <li>•Title Report for subject Property</li> <li>•Legal Description of the Subject Property</li> <li>•Line item Estimate of Proposed Improvements</li> <li>•Proposed Site/Plan/Landscape Plan/ Elevations Plan(s)</li> <li>Photo(s) of Subject Property</li> <li>•Name/Address/Policy Number of Property Insurance Company</li> </ul>  |

|                 |  |
|-----------------|--|
|                 | <ul style="list-style-type: none"> <li>•Business Description</li> <li>•Proposed Project Designs, façade and/or signage details, and façade elevation(s) <ul style="list-style-type: none"> <li>•Narrative description and projected budget</li> <li>•3 like bids for each type of proposed work <ul style="list-style-type: none"> <li>•Lease</li> </ul> </li> <li>•Owner authorization (if applicable)</li> <li>• Evidence of title or control of property</li> </ul> </li> <li>• Sign-off from finance department that there are no outstanding fees/fines/taxes</li> <li>•Photos of building exterior/facade- minimum of two 8"x10" color photos (hard copy and digital)</li> </ul> |
| Morton Grove    | <ul style="list-style-type: none"> <li>•10 Hard copies of the application packet and electronic submission</li> </ul>  |
|                 | <ul style="list-style-type: none"> <li>•The façade grant application must be completed by the landlord/owner of the building along with before and after photos.</li> </ul>  |
| Niles           | <ul style="list-style-type: none"> <li>•Written estimates of the work that is planned to be done</li> </ul>  |
| Northbrook      | N/A  |
|                 | <ul style="list-style-type: none"> <li>•Concept plans with supporting project budget information</li> </ul>  |
| Rolling Meadows | <ul style="list-style-type: none"> <li>•Complete City application forms <ul style="list-style-type: none"> <li>•application <ul style="list-style-type: none"> <li>•ID</li> <li>•Tax Returns</li> <li>•IRS form 941</li> </ul> </li> <li>•Duplication of benefits form <ul style="list-style-type: none"> <li>•signed lease</li> <li>•W-9 IRS form</li> </ul> </li> </ul> </li> </ul>  |
| Schaumburg      | <ul style="list-style-type: none"> <li>•project cost statement</li> <li>•Color Elevations</li> <li>•Project Budget <ul style="list-style-type: none"> <li>•LOI</li> </ul> </li> <li>•Complete Application Code Compliance- <ul style="list-style-type: none"> <li>•Project budget <ul style="list-style-type: none"> <li>•LOI</li> </ul> </li> </ul> </li> </ul>   |
| West Dundee     | <ul style="list-style-type: none"> <li>•Application</li> </ul>   |
| Wheeling        | <ul style="list-style-type: none"> <li>•Application</li> </ul>   |
| Winnetka        | <ul style="list-style-type: none"> <li>•Construction Estimates</li> </ul>  |
|                 | N/A  |

**Northwest Municipal Conference Survey Results** Date of  
Results: December 20, 2022

**What are the criteria that an application is evaluated on?**

| Municipality | Criteria  |
|--------------|---|
| Des Plaines  | Meets all eligibility requirements and all required documentation is provided in the submission.  |
| Antioch      | Based on the proposed exterior changes and historical impact it will have on restoring building to its historic appearance  |
| Barrington   | Eligible expenses that are also code compliance/zoning compliant are typically approved subject to available program funding. Exterior enhancements maybe also require ARC approval prior to the TIF committee review.  |
| Bartlett     | <ul style="list-style-type: none"> <li>•Business Plan</li> <li>•Sales Tax</li> <li>•need in the community</li> </ul>  |
| Evanston     | Meets all eligibility requirements and provided all applicable documentation. Funding is typically first-come first-served.   |
| Grayslake    | <ul style="list-style-type: none"> <li>•Positive impact on community and economy               <ul style="list-style-type: none"> <li>•Jobs created or retained</li> </ul> </li> <li>•The amount of private investment               <ul style="list-style-type: none"> <li>•Plan Quality</li> </ul> </li> <li>•redevelopment of a blighted or vacant area               <ul style="list-style-type: none"> <li>•Sales tax remittance</li> </ul> </li> <li>•Diversity</li> </ul>  |
| Lake Zurich  | N/A   |
| Lincolnwood  | <p>Village selection criteria includes:</p> <ul style="list-style-type: none"> <li>•The project's attractiveness</li> <li>•comprehensive nature of the improvements               <ul style="list-style-type: none"> <li>•visual impact</li> </ul> </li> <li>•amount of private reinvestment proposed</li> <li>•ability of the owner to proceed with the project</li> </ul> <p>GIFT-</p> <ul style="list-style-type: none"> <li>•the project's impact on the environment</li> <li>•comprehensive nature of the improvements</li> <li>•visual impact and the project's attractiveness</li> </ul> <p>amount of private reinvestment proposed and the ability of the owner to proceed with the project</p> |
| Morton Grove | Completeness and compliance with program requirements   |

Three of the eligible requirements must be incorporated into the overall improvements. A building or business owner who is undertaking an improvement project that includes a portion of the eligible improvements may apply for the matching grant, but only the improvements identified below will be eligible for funding.

Niles

|                 |  |
|-----------------|--|
| Northbrook      | N/A  |
|                 | Retail Restaurant-   |
|                 | •Projected new tax revenues  |
|                 | •Job Creation  |
|                 | Curb Appeal-   |
| Rolling Meadows | •Likely effectiveness of improvements in drawing consumers or other investors/businesses to the area |
| Schaumburg      | Meeting eligibility and need   |
| West Dundee     | N/A  |
| Wheeling        | Eligibility and Overall Cost of Project  |
| Winnetka        | N/A  |



**Northwest Municipal Conference Survey Results** Date of Results:  
December 20, 2022

**What is the approval process?**

| Municipality | Approval Process  |
|--------------|---|
| Des Plaines  | 1. Initial review done by staff<br>2. If under \$10,000- approved administratively<br>3. If over \$10,000- approved by the City Council   |
| Antioch      | Goes before the Village Board   |
| Barrington   | Review from TIF grant committee and final approval from the Village Board   |
| Bartlett     | 1. Staff Analysis/Management Team discussion<br>2. EDC<br>2. Committee of the Whole discussion<br>4. Village Board<br>3. Issuance of check based on all licenses/approvals/occupancy requirements, as well as proof of purchase documents   |
| Evanston     | Initial Review is completed by staff who summarized the request and verifies all documentation. Then approved by division manager and City Manager if the grant amount is under \$25K. If the grant amount is over \$25K then it is sent to committee and then the Council.   |
| Grayslake    | Reviewed by Village Staff, then by the Economic Development Commission, then by the Village Board.  |
| Lake Zurich  | 1. Applications will be reviewed by staff within 15 days of submission to determine eligibility<br>2. Applicant agrees to obtain all necessary building permits<br>3. Applicant agrees not to apply for another grant for the same building within five years of the Village's approval of the grant<br>4. Applicant may not alter or tear down the eligible improvements installed purposed to this program<br>5. Construction must be completed within 200 days from the effective date |
| Lincolnwood  | Economic Development Commission recommends to the Village Board   |

|                 |   |
|-----------------|---|
| Morton Grove    | Since 2019, administrative review and approval only. Economic Development Commission review and approval occurred prior to 2019 and will resume in 2023 |
| Niles           | A Village Staff Committee evaluates the proposals.  |
| Northbrook      | N/A   |
| Rolling Meadows | 1. Staff pre-application meeting  |
| Schaumburg      | 2. EDC review and recommendation  |
| West Dundee     | 3. City Council Approval  |
| Wheeling        | Staff review and underwriting approval  |
| Winnetka        | Staff review and recommendation   |
|                 | Internal Review and then Village Board Approval   |
|                 | N/A   |

**Northwest Municipal Conference Survey Results** Date of Results: December 20,  
2022

**Is there a cap on the amount of funding that can be requested?**

| Municipality    | Funding Cap  |
|-----------------|--|
| Des Plaines     | Awning- \$5,000<br>Façade- \$20,000<br>Interior Build-out- \$15,000 Outdoor Dining- \$10,000<br>Multi-Unit- \$50,000<br>Council discretion to go above the listed caps |
| Antioch         | \$100,000  |
| Barrington      | \$10,000 or \$25,000   |
| Bartlett        | \$50,000   |
| Evanston        | GMG- \$10,000 SfM-<br>\$10,000   |
| Grayslake       | Varies by annual budget  |
| Lake Zurich     | \$5,000  |
| Lincolnwood     | PEP- \$25,000 GIFT-<br>\$10,000  |
| Morton Grove    | TIF- \$15,000 Other-<br>\$10,000   |
| Niles           | \$15,000   |
| Northbrook      | N/A  |
| Rolling Meadows | Retail and Restaurant- \$10,000 Curb Appeal-<br>\$25,000   |
| Schaumburg      | \$20,000   |
| West Dundee     | TIF- \$15,000 Other-<br>\$10,000   |
| Wheeling        | Retail/Restaurant- \$150,000 if it exceeds 4,000 sq ft and has<br>more than 100 seats<br>Others- \$50,000  |
| Winnetka        | N/A  |

**Northwest Municipal Conference Survey Results** Date of Results:  
December 20, 2022

**How is the money paid out?**

| <b>Municipality</b> | <b>Pay out type</b>  |
|---------------------|--|
| Des Plaines         | Reimbursement  |
| Antioch             | Reimbursement  |
| Barrington          | Lump Sum/ Reimbursement  |
| Bartlett            | After completion of Work   |
| Evanston            | GMG- when vendors are paid for services SfM- after completion of improvements and proof of payment and code compliance |
| Grayslake           | After completion of project and after a period of operation to the business  |
| Lake Zurich         | After improvements receive final inspection  |
| Lincolnwood         | After completion of improvements   |
| Morton Grove        | Lump sum after completion of improvements  |
| Niles               | After completion of the work and submittal of paid invoices  |
| Northbrook          | N/A  |
| Rolling Meadows     | Reimbursement- 50% when the business opens and 50% one year later  |
| Schaumburg          | Lump sum after completion of improvements  |
| West Dundee         | Depends on the agreed upon incentive   |
| Wheeling            | Lump sum upon completion and proof of payment to contractors   |
| Winnetka            | N/A  |

# OVERALL BUSINESS ASSISTANCE PROGRAM (CURRENT)

AWNING

FAÇADE  
REHABILITATION

INTERIOR  
BUILD-OUT

OUTDOOR  
DINING

MULTI-UNIT  
RETAIL EXTERIOR

# PROPOSED





**BUSINESS  
ASSISTANCE  
PROGRAM**

**“BOOST”**

- Pre-application meeting with CED staff
- Submit the required materials
  - Complete application
  - Letter of Consent from Property Owner
  - Contractor proposal(s) including drawings or photo-renderings
- Begin Work- After approval letter is issued
- Complete Work
- Payment of the Grant
  - Complete W-9 form
  - Notarized Final Waiver of Lien from the contractor

**“GROWTH”**

- Pre-application meeting with CED staff
- Submit the required materials
  - Complete application
  - Business Plan
  - Letter of Consent from Property Owner
  - Contractor proposal(s) including drawings or photo-renderings
- Begin Work- After approval letter is issued
- Complete Work
- Payment of the Grant
  - Complete W-9 form
  - Notarized Final Waiver of Lien from the contractor

ADMINISTRATIVE/BOOST:  
\$10,000 OR LESS

ALL

COUNCIL/GROWTH:  
MORE THAN \$10,000

- Approve based on objective criteria adopted by Council:
  - Eligible work
  - Eligible type of business/property

- Available citywide
- List of eligible & ineligible work
- For interior and some exterior work, must generate retail or food-and-beverage tax Reimbursement structure: 1.) **approve before** starting work, 2.) **pay after** completing work\*
- Max. 50-50 match
- Require project budget with quotes
- Provide photos of existing spaces/areas pre-work, concept, descriptions of business or improvements

- **No dollar amount cap**
- **Business plan** with financial and revenue projections, background on who is involved (e.g. experience), likelihood of success, need for assistance (“gap”)



**CITY OF DES PLAINES**

**RESOLUTION R - 81 - 23**

**A RESOLUTION APPROVING REVISIONS TO THE CITY OF DES PLAINES BUSINESS ASSISTANCE PROGRAM GUIDELINES.**

**WHEREAS**, the City makes grants available for the improvement of eligible commercial properties located within the City through the Business Assistance Program ("**Program**"); and

**WHEREAS**, the City has established certain guidelines and procedures to determine eligibility for, and the benefits of, Program grants ("**Guidelines**"); and

**WHEREAS**, the City desires to update and amend the Guidelines to consolidate various types of grants; expand the breadth and potential volume of awards to assist more businesses; and achieve City-wide economic development goals through the Program ("**Revised Guidelines**"); and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to approve the Revised Guidelines and approve the re-establishment the Program in accordance with the Revised Guidelines;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL 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 REVISED GUIDELINES.** The City Council hereby approves the Revised Guidelines in substantially the form attached to this Resolution as **Exhibit A**.

**SECTION 3: IMPLEMENTATION OF PROGRAM.** The City Council hereby authorizes and directs the City Manager, or his designee, to take all necessary and appropriate action to implement the Program, including creating application forms that will allow for City staff to review and determine if submission and eligibility requirements are met.

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

[SIGNATURE PAGE FOLLOWS]

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

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

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

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

ATTEST:

Approved as to form:

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

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

DP-Resolution Approving Revised Business Assistance Program Guidelines

# BUSINESS ASSISTANCE PROGRAM GUIDELINES



Revised April 2023  
Administered by the Community & Economic  
Development Department (CED)

# PROGRAM STRUCTURE: “BOOST” GRANTS (STAFF APPROVAL) & “GROWTH” GRANTS (CITY COUNCIL APPROVAL)

## Purpose

The Business Assistance Program intends (i) to support retention or enable expansion of existing businesses; (ii) enhance the City’s stock of properties that contain commercial businesses; and (iii) entice new businesses to form or locate in Des Plaines. To fulfill these goals, there are two types of grants:

- **“BOOST,”** which have a \$10,000 maximum award and can be approved by the CED Department; and
- **“GROWTH,”** which exceed \$10,000 and have no maximum. These must be approved by the City Council upon a review and evaluation by CED. A business or commercial property owner/investor applying for a **GROWTH** grant should review the Council’s priorities in its five-year strategic plan<sup>1</sup>: entertainment, shopping, and dining destinations. However, the Council will revisit priorities for its grant annually through the Fiscal Year budgeting process.



<sup>1</sup> Strategic Plan (2022). City of Des Plaines. Desplaines.org. Accessible at: <https://www.desplaines.org/strategicplan>.

# GENERAL REQUIREMENTS

All applicants for the Business Assistance Program, regardless of applying for a **BOOST** (\$10,000 or less) or **GROWTH** (\$10,000 or more) grant, must adhere to the following:

## Who can apply

- Applicants may be *existing businesses* with all valid and current business registration/licenses; or *new businesses* who affirm they will diligently seek and acquire all necessary permits, registrations, and/or licenses.
- Applicants seeking assistance toward interior work or select exterior work must benefit a specific business that will generate either (i) retail sales or (ii) food-and-beverage tax.
  - Further, awards for interior work must be disbursed directly to a tenant or operating business, not a property owner/landlord (where the operating business owner is also the property owner, this does not apply).
- Awardees cannot receive more than two (2) awards over the life of the program. However, the scope for a second award must be identified at the time of the first application and cannot be redundant from the scope of the first application.



## How to get started



- Participate in a pre-application meeting with CED staff. Contact Emily Shaw, Management Analyst, at [eshaw@desplaines.org](mailto:eshaw@desplaines.org) or 847-391-6961 to discuss opportunity and set up meeting.
- Fill out and sign a complete application, which you can obtain from CED staff. Necessary consents of all property owners must be included, along with all submittals<sup>2</sup> required for application.

<sup>2</sup> Required submittals vary between grant type. See Pages 6-8 for more details.

## How payment works

- These are “matching grants”: The grant award cannot be greater than 50% of the eligible project cost. In other words, it is “dollar for dollar”—although an applicant may choose to request less than a 50% match. CED staff can advise on most appropriate request amount.
- Unless as provided by an agreement with the City Council, all awards are reimbursements. The applicant must fully pay all contractors, and provide documentation, before being paid.
- Work that has already been completed – as a standalone project or part of a larger project – is ineligible to be granted an award. To be awarded funds, applicants must receive an approval letter before beginning work.



# ELIGIBLE AND INELIGIBLE PROJECTS

## Overview and Purpose

The City is most interested in supporting projects that will lead to *permanent* improvements in the interior or exterior of business properties (i.e. commercial/mixed-use). These projects enhance physical assets that are most likely to lead to the investment envisioned by the City Council in its Strategic Plan. In general, work that is not easily movable and requires construction, permitting, and long-term investment is eligible to be matched with a grant award. However, temporary, short-term, or easily movable investments are ineligible. The CED Director or designee *will determine* if a project – or portion of project – is eligible or ineligible for a Boost or Growth grant.

| Eligible  | Ineligible  |
|---|---|
| <ul style="list-style-type: none"> <li>• Affixed furniture and equipment</li> <li>• Awnings</li> <li>• Commercial kitchen ventilation (i.e., hood and duct system)</li> <li>• Doors and windows (<i>must be street-facing and easily accessible from the sidewalk, as determined or recommended by the CED Director; must comply with Building Design Rules of the Zoning Ordinance</i>)</li> <li>• Electrical conduit and wiring</li> <li>• Exterior lighting (<i>only for properties with retail or food-and-beverage tax-generating businesses</i>)</li> <li>• Fire sprinklers</li> <li>• Fencing (<i>must comply with the Zoning Ordinance and provide required screening; for retail or food-and-beverage tax-generating businesses only</i>)</li> <li>• HVAC: new installations and replacement</li> <li>• Interior lighting (permanent, not removable fixtures or bulbs)</li> <li>• Masonry: install new or refurbish</li> <li>• Outdoor dining               <ul style="list-style-type: none"> <li>○ Patio surfaces and connecting walkways</li> <li>○ Barriers/enclosures</li> <li>○ Permanent decorative structures and coverings</li> <li>○ Utility service line extension</li> </ul> </li> <li>• Parking lot repaving and reconstruction only; does not cover seal-coat and striping-only projects</li> <li>• Permanent sanitation improvements (<i>e.g. dumpster enclosures that comply with the Zoning Ordinance, only for properties with retail or food-and-beverage tax-generating businesses</i>)</li> <li>• Plumbing work (e.g., sinks, toilets, water service)</li> <li>• Signs: Monument and wall (<i>only for properties with retail or food-and-beverage tax-generating businesses</i>)</li> <li>• Structural elements (e.g, load-bearing walls, roof beams)</li> <li>• Utility service line and equipment replacement</li> </ul> | <ul style="list-style-type: none"> <li>• Landscaping (annual)</li> <li>• Painting (interior and exterior)</li> <li>• Parking lot seal-coating and striping</li> <li>• Pole or canopy signs, <i>unless an argument is made for their historic value, in which case City Council approval is required regardless of amount requested.</i></li> <li>• Removeable furniture</li> <li>• Technology and AV equipment (hard wiring/electrical service upgrades are eligible)</li> <li>• <u>Any work for which construction has begun before receiving application approval.</u></li> </ul> |

# ADMINISTRATIVE PROCESS





# BOOST AWARDS

## (\$10,000 OR LESS, STAFF APPROVAL)

### Overview

The maximum award amount for the BOOST grant is \$10,000. This can be approved by the CED Director. This grant is a dollar-for-dollar reimbursement, which is paid out after the project is completed. If a BOOST grant application is approved, then an approval letter will be issued and construction work can begin. Once the work is complete, submit the reimbursement materials to be paid.

### Pre-Application Meeting

Schedule a pre-application meeting with staff to discuss concept, scope of work, and requirements.

### Required Submittals

All submittals can be sent to Emily Shaw, Management Analyst, at [eshaw@desplaines.org](mailto:eshaw@desplaines.org).

For Application:

- Completed grant application form
- Contractor work proposal
  - Contractor estimates and a corresponding project budget are required *pre-*approval
- Photos of existing property/area(s) subject of the proposed work (“before” pictures)
- A letter of consent from the Property Owner (if applicable)
- Proof of pending lease or sales contract (if applicable)
- For exterior façade, sign, or lighting improvements: A color architectural drawing, or photo/photo-adapted rendering, listing the proposed for materials and type of work

For Reimbursement:

- Completed IRS W-9 form
- Final inspection approval sheets
- Completed and issued business registration and/or Certificate of Occupancy
- Waiver of lien from each contractor
  - Waivers serve as proof that contractors have been paid is required for payment.



# GROWTH AWARDS

## (\$10,000 OR MORE, COUNCIL APPROVAL)

### Overview

The process time for the GROWTH grant is longer due to gathering and readying materials to be presented to the City Council for approval. The GROWTH grant is for applicants that are applying for an award greater than \$10,000 and projects that align with the priorities set by the City Council for the current year.

*There is no maximum on the grant amount.* However, the applicant must match the Council's award dollar for dollar (no less than a 50% match). The Council has the discretion to approve a request in full, in part, or not at all, based on the application. This grant is up to a dollar-for-dollar reimbursement, which is paid after the project is completed. If the GROWTH grant is approved by the City Council, an approval letter will be issued, then permitting and work can begin. Once the work is complete, submit the reimbursement materials to be paid out.



### Pre-Application Meeting(s)

Schedule an initial pre-application meeting with staff to discuss concept, scope of work, and requirements. Applicants should expect multiple meetings to hone submittal and prepare for presentation to the Council.

### Required Submittals

All submittals can be sent to Emily Shaw, Management Analyst, at [eshaw@desplaines.org](mailto:eshaw@desplaines.org).

For Application:

- Completed grant application form
- Detailed business plan including:
  - A business/investment narrative including but not limited to: the people behind the business/investment; their experience; proof of concept/other locations

(provide photos if applicable); business idea and brand/marketing strategy, scale of investment, long-term viability (i.e. “SWOT analysis”).

- Performance and revenue projections including tax-generation estimates (sales, food-and-beverage, and/or property or other) over multiple years.
- A need statement to quantify the upfront gap or risk that the award would defray.
- *Note: For awards that are not substantially greater than \$10,000, the City Council may waive all or some of the business plan requirement.*
- Contractor work proposal
  - Contractor estimates and a corresponding project budget are required *pre-approval*
- Photos of existing property/area(s) subject of the proposed work (“before” pictures)
- A letter of consent from the property owner (if applicable)
- Proof of pending lease or sales contract (if applicable)
- For exterior façade, sign, or lighting improvements: A color architectural drawing, or photo/photo-adapted rendering, listing the proposed for materials and type of work

*The City Council, in its sole discretion, may make policy decisions to waive submittal or certain administrative requirements.*

For Reimbursement:

- Completed IRS W-9 form
- Final inspection approval sheets
- Completed and issued business registration and/or Certificate of Occupancy
- Waiver of lien from each contractor
  - Waivers serve as proof that contractors have been paid is required for payment.

# QUESTIONS AND CONTACTS

**Main:**

Emily Shaw, Management Analyst

[eshaw@desplaines.org](mailto:eshaw@desplaines.org) | 847-391-6961

**Alternative:**

Planning, Zoning, and Economic Development Divisions

[mmosele@desplaines.org](mailto:mmosele@desplaines.org) | 847-391-5306




**COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT**

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

**MEMORANDUM**

Date: April 20, 2023

To: Michael G. Bartholomew, City Manager

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

Subject: Support and Consent to Class 6b Renewal – 65 Bradrock Drive (5<sup>th</sup> Ward)

**Issue:** Applicant HLR Bradrock, Inc. is the owner of 65 Bradrock Drive and is requesting renewal of a Cook County Property Tax Class 6b incentive. Class 6b incentives are intended to encourage industrial investment by reducing the assessment level of eligible properties for 12 years, and the incentive may be renewed once. Local support for the *initial* incentive was approved in 2013 (R-154-13) and activated in 2013 (Tax Year 2014).

**Analysis:** The subject property is approximately 1.2 acres and contains a 20,247-square-foot industrial building built in 1969. The initial incentive reduced the assessment level from the typical 25 percent to 10 percent for 10 years. The assessment is only in its tenth year, so it has not matured to the 15 percent or 20 percent assessment levels yet. The applicant has two businesses that occupy the subject property: Evergreen Scale Models and Plastruct (occupants). Evergreen Scale Models is a manufacturer for products used in the hobby industry. Plastruct manufactures model products used in schools, professional trades such as architecture, and hobbies. Currently both occupants have 12 full-time employees total.

HLR intends to lease a portion of the building to a tenant, Sig Manufacturing, a remote-controlled airplane manufacturer. Sig Manufacturing currently is based in Iowa but is planning to move its full operations to the subject property. Plastruct intends to hire two more full-time employees to their workforce. Sig Manufacturing is not planning on bringing any of their workforce from Iowa but intends to hire four full-time employees once they move. The City's policy for supporting 6b renewals is that there should be a 33 percent increase in the number of full-time employees.

The applicant contends that without a renewal they will not be able to house Sig Manufacturing. If the renewal is granted, the applicant pledges approximately \$200,000 of physical investment in the property in the form of an approximately 2,000-square-foot addition to the building. These pledged improvements include approximately \$68,900 for exterior masonry work, \$14,590 for roofing the addition, \$10,470 to tie in and install a fire sprinkler system in the addition, \$14,750 for electrical work within the addition, \$59,125 for excavation and concrete work, and \$36,249 for metal work within the addition. The total improvements meet the City's standard 6b expectation of \$10 per square foot (\$10.08 per square foot).

The attached application contains a sheet highlighting the 12-year tax scenarios. Scenario 1 projects the property tax bills with improvements, occupancy, and the approval of the 6b incentive. The applicant claims Scenario 3 is not possible because improvements and occupancy would not occur but for the incentive.

Further, the applicant projects the incentive will lead to an additional approximately \$96,195 in total property tax revenue – spread across all taxing bodies – over the life of the renewal. The projections are based on the pledged property improvements, as well as triennial reassessments of properties in Maine Township. The applicant is assuming that all other things being equal, taxes will climb with each reassessment. Further, the applicant asserts that unless the 6b is renewed, the reinvestment in the property and expansion or sustainability of the tenant business will not be viable.

*Property Tax Scenarios Over the 12-Year Renewal Period*

1. Estimated taxes *with* a 6b renewal, improvements, and continued full occupancy: \$547,285
2. Estimated taxes *without* 6b renewal, improvements, and full vacancy: \$451,091
3. Estimated taxes *without* a 6b renewal, but *with* improvements, and continued full occupancy: \$1,216,190

If the renewal is not granted, the assessment level would climb to 15 percent and 20 percent successively, returning to the full 25 percent assessment level in the subsequent year. If granted, the renewal would lead to a 10 percent assessment level through Tax Year 2032 (Calendar Year 2031).

**City Council Action:** Based on the application, the Council may choose to approve or deny Resolution R-91-23 supporting and consenting to a Class 6b renewal for 65 Bradrock Drive.

**Attachments**

Attachment 1: Class 6b Property Tax Incentive Application

**Resolution**

R-91-23

**Exhibits**

Exhibit A: Legal Description of Subject Property

March 20, 2023

John Carlisle  
City of Des Plaines, CED Director  
1420 Miner St.  
Des Plaines, Illinois 60016-4498  
jcarlisle@desplaines.org

**RE: Class 6b Incentive Renewal Resolution Request  
HLR Bradrock, Inc.  
65 Bradrock Dr., Des Plaines, Illinois 60018  
PINs: 09-30-100-039/-048**

Dear John:

HLR Bradrock, Inc. (“Applicant”) is requesting a Resolution supporting and consenting to a renewal of the Class 6b Incentive on the above-referenced property. The Applicant owns the subject property and its related entities occupy the same for their industrial uses consisting of the manufacturing, warehousing and distribution of products used in models for the professional and hobby industries.

The subject property currently consists of an approximately 51,000 square foot site with an approximately 20,247 square foot building thereon. Currently, the Applicant has two related entities that occupy the subject property: Evergreen Scale Models and Plastruct (collectively “occupants”). Evergreen Scale Models manufactures products used in models for the hobby industry. Currently, Evergreen Scale Models has 7 employees (6 full-time; 1 part-time). Plastruct manufactures products used in models for the professional (architects and schools) and hobby industries. Currently, Plastruct has 5 employees (all full-time) and is looking to hire 2 more.

The Applicant has another company, Sig Manufacturing, that is currently located in Iowa. Sig Manufacturing manufactures remote control airplanes. Given the changes in its industry and the benefits of consolidation in to one facility, the Applicant plans to move Sig Manufacturing’s entire operation to the subject property. Sig Manufacturing will not bring any current employees and plans to hire 4 to 5 of new employees as soon as possible at the subject property and hopes to add a few more in the coming years.

To accommodate this move, the Applicant plans to complete an approximately 2,000 square foot addition to the subject property. The cost to complete the addition will be approximately \$200,000 to \$300,000 and create a number of construction jobs. However, please note that the costs of construction could significantly vary as they are preliminary and additional reviews of the property as well as additional discussions with contractors must be completed to determine both.

In addition to the above planned new construction, the Applicant has spent roughly \$350,000 over the past ten years in various improvements and upgrades to the subject property to keep it in good use. These have included installing a new parking lot, upgrading the landscaping, performing tuckpointing, adding new signage, installing a new roof, upgrading the offices, upgrading the sprinkler system, installing new HVAC, adding new windows and doors, replacing overhead doors and upgrading the lighting to LED as well as completing other various general maintenance.

John Carlisle  
March 20, 2023  
Page Two

Additionally, the occupants have looked and will continue to look to hire all qualified City of Des Plaines residents for future hires. We note that the occupants already have a number of employees that are City of Des Plaines residents. Also please note that the occupants offer employee health care and Personal Time Off (PTO).

The City of Des Plaines can also expect that the occupants at the subject property and their employees will continue to invest commercially back into the community by visiting local establishments such as restaurants, gas stations, grocery stores and more. In addition, the City of Des Plaines can expect that the occupants at the subject property will continue to attract business and various customers to the City in the course of their operations.

As the above indicates, there are various benefits the City of Des Plaines will receive should the Applicant be granted a renewal of the Class 6b Incentive. The Applicant is excited to move forward with completing the new addition, adding a new company and continuing to have its related entities thrive at the subject property as well as being a strong community member for many years to come. However, the above is all contingent on the Applicant receiving a renewal of the Class 6b Incentive.

In support of the above request for a Resolution in support of the renewal of the Class 6b Incentive on the subject property, we have enclosed a City of Des Plaines Application and attachments. Therefore, please review the attached and place the Applicant on the agenda for the May 1, 2023 City of Des Plaines Council meeting, where it will present its request for the City to pass a Resolution supporting and consenting to a renewal of the Class 6b Incentive on the subject property.

Should you have any questions or concerns, or require additional information, please do not hesitate to contact me at (312) 782-8310.

Very truly yours,  
SARNOFF & BACCASH



Zachary A. Kaffitz



**12 Year Tax Estimates**

65 Bradrock Dr.  
Des Plaines, IL 60018  
PINs: 09-30-100-039/-048

**Estimated Taxes Based on:**

| Tax Year** | 2021 Tax Rate | 2021 Multiplier | Estimated Effective Tax Rate* | Estimated taxes based on a \$1,318,850 market value and with a Class 6b Incentive**** |                                    |  |                               | Estimated taxes if no Class 6b, no additional improvements and full vacancy |                                   |  |   | Estimated taxes based on a \$1,318,850 market value and without a Class 6b |                                   |   |                                  |
|------------|---------------|-----------------|-------------------------------|---|------------------------------------|--|-------------------------------|---|-----------------------------------|--|---|--|-----------------------------------|---|----------------------------------|
|            |               |                 |                               | Estimated Market Value***   | Assessment Level with a Class 6b** | Estimated Assessed Value With a Class 6b | Estimated Tax With a Class 6b | Estimated Market Value****  | Assessment Level With NO Class 6b | Estimated Assessed Value With NO Class 6b and Full Vacancy | Estimated Taxes With NO Class 6b and Full Vacancy | Estimated Market Value***  | Assessment Level With NO Class 6b | Estimated Assessed Value with NO Class 6b | Estimated Taxes With NO Class 6b |
| 2023       | 10.237%       | 3.0027          | 30.739%                       | \$1,318,850   | 10%                                | \$131,885                                | \$40,540                      | \$489,168   | 25%                               | \$122,292  | \$37,591  | \$1,318,850  | 25%                               | \$329,713                                 | \$101,349                        |
| 2024       | 10.237%       | 3.0027          | 30.739%                       | \$1,318,850   | 10%                                | \$131,885                                | \$40,540                      | \$489,168   | 25%                               | \$122,292  | \$37,591  | \$1,318,850  | 25%                               | \$329,713                                 | \$101,349                        |
| 2025       | 10.237%       | 3.0027          | 30.739%                       | \$1,318,850   | 10%                                | \$131,885                                | \$40,540                      | \$489,168   | 25%                               | \$122,292  | \$37,591  | \$1,318,850  | 25%                               | \$329,713                                 | \$101,349                        |
| 2026       | 10.237%       | 3.0027          | 30.739%                       | \$1,318,850   | 10%                                | \$131,885                                | \$40,540                      | \$489,168   | 25%                               | \$122,292  | \$37,591  | \$1,318,850  | 25%                               | \$329,713                                 | \$101,349                        |
| 2027       | 10.237%       | 3.0027          | 30.739%                       | \$1,318,850   | 10%                                | \$131,885                                | \$40,540                      | \$489,168   | 25%                               | \$122,292  | \$37,591  | \$1,318,850  | 25%                               | \$329,713                                 | \$101,349                        |
| 2028       | 10.237%       | 3.0027          | 30.739%                       | \$1,318,850   | 10%                                | \$131,885                                | \$40,540                      | \$489,168   | 25%                               | \$122,292  | \$37,591  | \$1,318,850  | 25%                               | \$329,713                                 | \$101,349                        |
| 2029       | 10.237%       | 3.0027          | 30.739%                       | \$1,318,850   | 10%                                | \$131,885                                | \$40,540                      | \$489,168   | 25%                               | \$122,292  | \$37,591  | \$1,318,850  | 25%                               | \$329,713                                 | \$101,349                        |
| 2030       | 10.237%       | 3.0027          | 30.739%                       | \$1,318,850   | 10%                                | \$131,885                                | \$40,540                      | \$489,168   | 25%                               | \$122,292  | \$37,591  | \$1,318,850  | 25%                               | \$329,713                                 | \$101,349                        |
| 2031       | 10.237%       | 3.0027          | 30.739%                       | \$1,318,850   | 10%                                | \$131,885                                | \$40,540                      | \$489,168   | 25%                               | \$122,292  | \$37,591  | \$1,318,850  | 25%                               | \$329,713                                 | \$101,349                        |
| 2032       | 10.237%       | 3.0027          | 30.739%                       | \$1,318,850   | 10%                                | \$131,885                                | \$40,540                      | \$489,168   | 25%                               | \$122,292  | \$37,591  | \$1,318,850  | 25%                               | \$329,713                                 | \$101,349                        |
| 2033       | 10.237%       | 3.0027          | 30.739%                       | \$1,318,850   | 15%                                | \$197,828                                | \$60,809                      | \$489,168   | 25%                               | \$122,292  | \$37,591  | \$1,318,850  | 25%                               | \$329,713                                 | \$101,349                        |
| 2034       | 10.237%       | 3.0027          | 30.739%                       | \$1,318,850   | 20%                                | \$263,770                                | \$81,079                      | \$489,168   | 25%                               | \$122,292  | \$37,591  | \$1,318,850  | 25%                               | \$329,713                                 | \$101,349                        |
|            |               |                 |                               | <b>Total Estimated Taxes (2023 to 2034)</b>   |                                    |  | <b>\$547,285</b>              | <b>Total Estimated Taxes (2023 to 2034)</b>                                 |                                   |  | <b>\$451,091</b>                                  | <b>Total Estimated Taxes (2023 to 2034)</b>                                |                                   |   | <b>\$1,216,190</b>               |

|   |                 |
|---|-----------------|
| <b>Property Tax Revenue Generated from the Property's renewed Class 6b Tax Incentive:</b> | <b>\$96,195</b> |
|---|-----------------|

**Notes:**  
 \* The 2021 Effective Tax Rate (the 2021 Tax Rate x the 2021 multiplier) was used. It does not take into account any increases or decreases in the Effective Tax Rate between 2022 and 2034.  
 \*\*The above is based on the assumption that the Class 6b Tax Incentive for the subject property will be renewed in 2023.  
 \*\*\*The above does not assume any increase/decrease in market value due to reassessment.  
 \*\*\*\*The above market value is based on the current 2022 assessed value including roughly \$250,000 of improvements  
 \*\*\*\*\*The above market value based on the vacancy uses the current 2022 assessed value with 80% of the improvement assessed value removed and no Class 6b Incentive

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

65 Bradrock                      20,247

| Project                                       | Proposed Cost          | Contractor                          |
|---|------------------------|-------------------------------------|
| Exterior Masonry                              | \$ 68,900.00           | RTM                                 |
| New Roofing- For addition                     | \$ 14,590.00           | Foremost Improvements               |
| Fire Sprinkler System Tie in and installation | \$ 10,470.00           | CYBOR                               |
| Electrical Work                               | \$ 14,750.00           | Amps Electric & General Contracting |
| Excavation and Concrete Work                  | \$ 59,125.00           | Anstedt Builders & Remodelers, Inc  |
| Metal Work for Addition                       | \$ 36,249.00           | Western Architectural Iron Co       |
| Total   | \$ 204,084.00          |                                     |
|   | Cost per sqft \$ 10.08 |                                     |



P.I.N. No. 09-30-100-048 PARCEL 1  
09-30-100-039 PARCEL 2

# ALTA / ACSM LAND TITLE SURVEY

OF

PARCEL 1

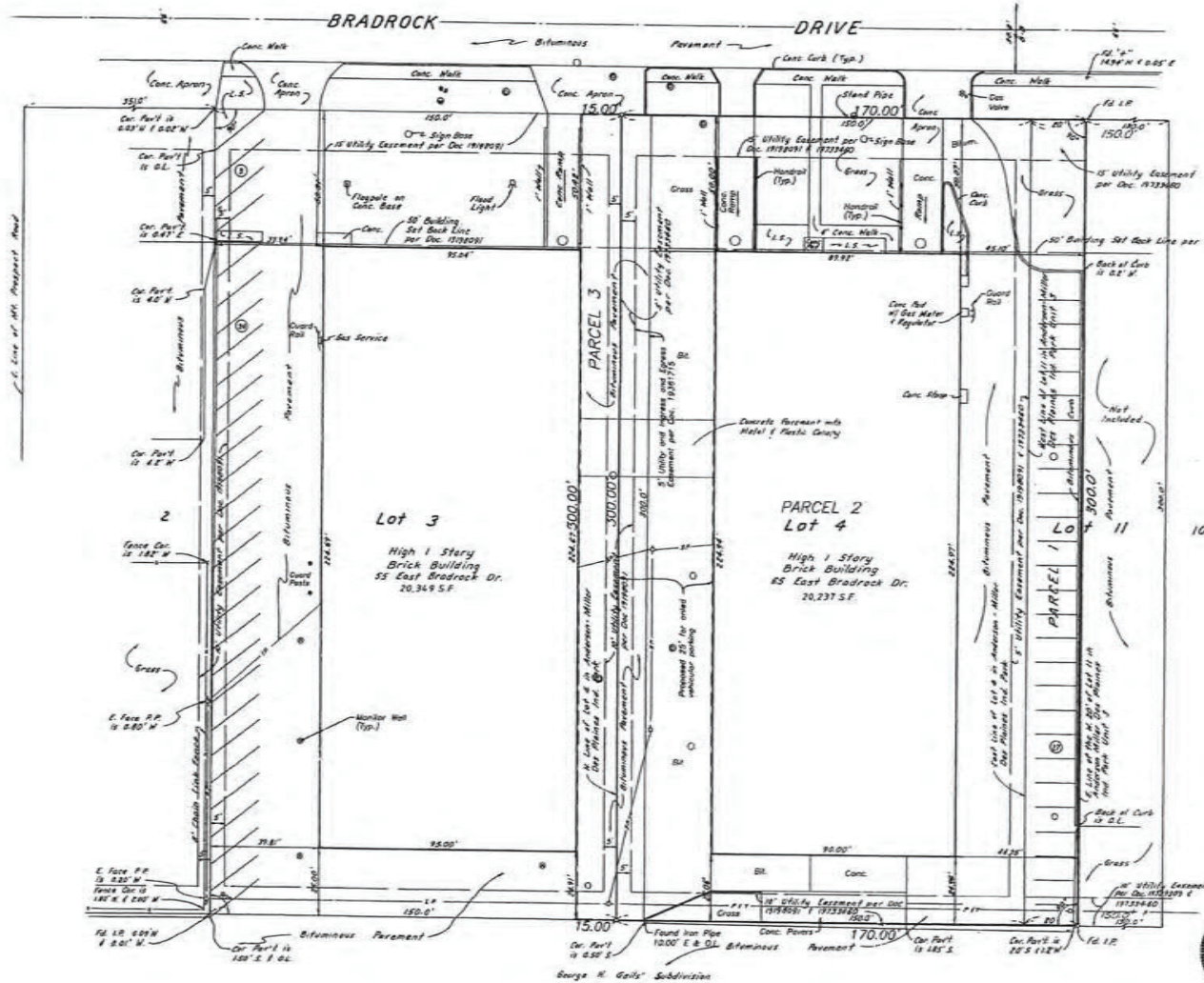
THE WEST 30 FEET OF LOT 11 IN ANDERSON MILLER DES PLAINES INDUSTRIAL PARK UNIT 3, BEING A RESUBDIVISION OF LOTS 2 TO 4 AND PART OF LOTS 5 AND 8 BY GRIFFIN'S SUBDIVISION OF THAT PART OF THE NORTHWEST QUARTER AND WEST 1/2 OF THE NORTHWEST QUARTER AND WEST 1/2 OF THE WEST 1/2 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF A LINE 14.75 FEET NORTH OF THE EAST AND WEST CENTER LINE OF THE NORTH 1/2 OF SAID SECTION (EXCEPT RIGHT OF WAY OF THE DES PLAINES VALLEY RAILWAY EXCEPT THAT PART TAKEN FOR CANTON STREET BY DOCUMENT NUMBER 180278) TOGETHER WITH THE EAST 150 FEET OF LOT 1 AND THAT PART OF LOT 6 LYING NORTHEASTLY OF A 16 FEET SWITCH TRACK EASEMENT BY GEORGE H. GEL'S SUBDIVISION OF THAT PART OF THE SOUTH 1/2 OF THE NORTH 1/2 AND SOUTH 1/2 1/2 FEET OF THE NORTH 1/2 OF THE NORTH 1/2 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING WEST OF THE RIGHT OF WAY OF THE DES PLAINES VALLEY RAILWAY AS SHOWN ON PLAT RECORDED SEPTEMBER 12, 1928 AS DOCUMENT NUMBER 1942178, IN COOK COUNTY, ILLINOIS.

PARCEL 2

LOT 4 IN ANDERSON MILLER DES PLAINES INDUSTRIAL PARK, BEING A RESUBDIVISION OF PARTS OF LOTS 3 AND 8 IN GRIFFIN'S SUBDIVISION OF THAT PART OF THE NORTHWEST QUARTER AND WEST 1/2 OF THE WEST 1/2 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF A LINE 14.75 FEET NORTH OF THE EAST AND WEST CENTER LINE OF THE NORTH 1/2 OF SAID SECTION (EXCEPT THE RIGHT OF WAY OF THE DES PLAINES VALLEY RAILWAY) IN MAINE TOWNSHIP, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AND PARCEL 2 FOR DECLARATION OF EASEMENT RECORDED AS DOCUMENT NO. \_\_\_\_\_ DESCRIBED AS FOLLOWS: THE EAST 15 FEET OF LOT 3 IN ANDERSON MILLER DES PLAINES INDUSTRIAL PARK, BEING A RESUBDIVISION OF PARTS OF LOTS 3 AND 8 IN GRIFFIN'S SUBDIVISION OF THAT PART OF THE NORTHWEST QUARTER AND WEST 1/2 OF THE WEST 1/2 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF A LINE 14.75 FEET NORTH OF THE EAST AND WEST CENTER LINE OF THE NORTH 1/2 OF SAID SECTION (EXCEPT THE RIGHT OF WAY OF THE DES PLAINES VALLEY RAILWAY) IN MAINE TOWNSHIP, ALL IN COOK COUNTY, ILLINOIS.



LOCATION MAP  
NOT TO SCALE

- LEGEND
- Markers
  - Catch Basin
  - Power Pole
  - Meter Vault
  - Utility Box
  - Land-Related Area
  - Number of Parking Spaces
  - Power Line
  - Telephone Line

AREA SUMMARY

|              |                                |
|--------------|--------------------------------|
| Parcel 1     | 6,000 S.F. 0.13774 Ac.         |
| Parcel 2     | 45,000 S.F. 1.02300 Ac.        |
| <b>TOTAL</b> | <b>51,000 S.F. 1.17074 Ac.</b> |

- Surveyor's notes:
- The base of bearing stones in iron is assumed.
  - Underground utilities are not shown hereon.
  - Based on information provided on the Flood Insurance Rate Map Community - Parcel No. 1703102137 dated August 19, 2008 produced by the Federal Emergency Management Agency (FEMA) for Cook County, Illinois, the property shown and described herein is located within Zone X, which is defined by FEMA as "Areas determined to be outside the 1% annual chance floodplain."
  - In the preparation of this survey reference was made to Chicago Title Insurance Company Contribution for Title Insurance Order No. 1401 0095424 02 with an Effective Date of July 1, 2013.

State of Illinois ) IL  
County of Cook )

To: CF & Bicknell LLC  
Title Commit System, Inc. and  
Chicago Title Insurance Company as successors and/or assigns.

This is to certify that this map or plan and the survey on which it is based were made in accordance with the 2011 Minimum Standard Order Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

The professional services conform to the current Illinois minimum standards for a boundary survey.  
Schaumburg, Illinois September 3, 2013



By: \_\_\_\_\_  
Surveyor  
MAGDER ENGINEERING LLC  
Member Professional Engineer/Title No. 124-001112  
Civil/Structural Engineers and Land Surveyors  
120 N. Park Drive Road  
Schaumburg, Illinois 60173  
Tel. 815.354.8000 Fax. 815.354.6558

Ordered By: Hutch Shultz, P.C.  
Order No.: 13125

EXPRES 11-30-14

04-0100 © 2013 Surveying, LLC

## CITY OF DES PLAINES APPLICATION REQUIREMENTS

Applications for a Cook County Real Estate Classification 6A, 6B, 7A, 7B, 7C and Class C accepted after December 7, 2018 shall acknowledge and meet the following minimum criteria set by the City of Des Plaines:

The applicant or his/her authorized designee shall initial and acknowledge the following statements:

### INITIALS      APPLICATION SUBMITTAL REQUIREMENTS

HR/LR      Detailed financial information for the project will be included with this application. The project financials will include a pro forma showing the financial gap to warrant a property tax incentive.

HR/LR      Detailed cost estimates from reputable contractors outlining all proposed improvements will be provided with this application.

HR/LR      I acknowledge that the permanent building improvements identified in this application have been fully considered and will be met within a +/- 10% variance.

HR/LR      Floor diagram/floor plans will be provided showing the renovations of existing building(s) with the proposed improvements (if applicable).

HR/LR      Detailed property tax scenario projections while showing the work on these calculations with the corresponding excel spreadsheet to help verify the tax projections.

HR/LR      I acknowledge that the property associated with the requested property tax incentive is not located within an active TIF district.

HR/LR      I acknowledge that the project associated with this application will meet and/or exceed the specific City of Des Plaines criteria identified below:

#### Additional City of Des Plaines Class 6b Eligibility Criteria

- At least \$10/SF of permanent improvements to the building should be invested into the subject building (this value should be reflected in the subsequent building permit valuation);
- For the reoccupation of vacant building(s), the prospective user should add at least 30 new full-time employees within two years of opening the proposed location;
- Redevelopment projects should be over two acres in size and the new user should create at least 50 new permanent full-time jobs within two years of opening operations; and
- If the 6b is initiated by a building expansion, then the addition of a property should be at least 25% more floor area than the current floor area of the subject building and comply with all applicable codes.

#### Additional City of Des Plaines Class 7b Eligibility Criteria

- Minimum dollar amount of permanent improvements to the subject building(s) and property is \$10 million (Cook County's minimum dollar amount for a 7b is \$2 million);
- Minimum number of employees to either retain or attract with a 7b is 150 full-time workers within two years of obtaining a 7b; and
- At least \$10/SF of permanent improvements to the building should be invested into the subject building (this should be reflected in the building permit value).

CITY OF DES PLAINES APPLICATION FOR  
COOK COUNTY REAL ESTATE CLASSIFICATION 6A, 6B, 7A, 7B, 7C AND CLASS C

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

APPLICANT INFORMATION:

NAME OF APPLICANT: HLR BRADROCK INC

APPLICABLE ENTITY:

Corporation  LLC  Partnership  Non-Profit

DATE OF INCORPORATION: AUG 2013

STATE OF INCORPORATION: ILLINOIS

PHONE: 847.989.7577  
847.989.7576 E-MAIL: r1223058@aol.com

ADDRESS: 65 E BRADROCK DR  
DES PLAINES, IL 60018

NAME OF AGENT/REPRESENTATIVE (if applicable):

NAME: ZACHARY A KAFITZ (SARNOFF + BACCASH)

PHONE: 312.782.8310 EXT 235

E-MAIL: zkafitz@sarnoffbaccash.com

ADDRESS: 2 N LASALLE ST SUITE 1000  
CHICAGO, IL 60602

REQUESTED PROPERTY TAX INCENTIVE: 6A  6B  7A  7B  7C  CLASS C

DESCRIPTION OF SUBJECT PROPERTY:

20,000 SF COMMERCIAL BUILDING

STREET ADDRESS: 65 E BRADROCK DR, DES PLAINES, IL 60018

PERMANENT REAL ESTATE INDEX NUMBER(S): 09.30.100.039.0000  
09.30.100.048.0000

ATTACH THE FOLLOWING WITH THE COMPLETED APPLICATION:

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

CURRENT ZONING OF PROPERTY:  M-2

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

None that the Applicant is aware of at this time.

CURRENT EQUALIZED ASSESSED VALUATION (EAV) GENERATED BY THE NEW DEVELOPMENT:

See attached Exhibit H

ESTIMATED AMOUNT OF NEW EQUALIZED ASSESSED VALUATION (EAV) GENERATED BY THE NEW DEVELOPMENT: See attached Exhibit H

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

FULL-TIME <sup>Attached</sup> PART-TIME

SIGNATURE: *Juan Diego*

DATE: 03/15/23



### **EXHIBIT B: Legal Description**

The total land area of the subject parcel located at 65 Bradrock Dr. in Des Plaines, Illinois (PINs: 09-30-100-039/-048) is approximately 51,000 square feet. The subject property currently contains an approximately 20,247 square foot building thereon and the owner of the property, HLR Bradrock, Inc., plans to complete a 2,000 square foot addition to the subject property.

Attached please find the Special Warranty Deed that includes the legal description of the subject property.

8934454 D2 DG 2 of 4



Doc#: 1326213039 Fee: \$44.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 09/19/2013 01:38 PM Pg: 1 of 4

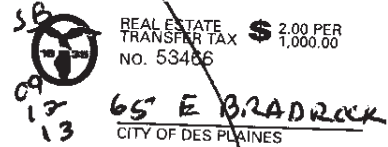
**SPECIAL WARRANTY DEED**

THIS INDENTURE is made as of the 17 day of September, 2013 between **CF II Bradrock LLC, a Delaware limited liability company**, of Rosemont, Illinois ("Grantor") and **HLR Bradrock, Inc., an Illinois corporation**, of 4835 Main Street, Skokie, Illinois 60077 ("Grantee"). For and in consideration of the sum of Ten and No Dollars and other good and valuable consideration in hand paid by Grantee, the receipt of which is acknowledged, Grantor REMISES, RELEASES, ALIENS AND CONVEYS to Grantee and to its successors and assigns, FOREVER, all of the following described real estate, situated in Cook County in the State of Illinois, known and described as follows:

See attached Exhibit A for legal description.

PINS: 09-30-100-039 and 09-30-100-048

Common Address: 65 East Bradrock, Des Plaines, Illinois 60018



Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the Grantor, either in law or equity, of, in and to the above described premises with the hereditaments and appurtenances; TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, unto the Grantee and its successors and assigns forever.

And the Grantor, for itself, and its successors, does covenant, promise and agree, to and with the Grantee, its successors and assigns, that it has not done or suffered to be done, anything whereby the said premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that the said premises, against all persons lawfully claiming, or to claim the same, by, through or under it, WILL WARRANT AND DEFEND, subject to general taxes not yet due and payable; matters created by, through or under Grantee; covenants, conditions and restrictions of record; private, public and utility easements and roads and highways, if any.

"GRANTOR ALSO HEREBY GRANTS TO THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, AN INGRESS AND EGRESS EASEMENT APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE AS CREATED BY AND DESCRIBED IN THE DECLARATION OF EASEMENT DATED Sept. 17, 2013 AND RECORDED 9/19/13 AS DOCUMENT NUMBER \*1326213038"

IN WITNESS WHEREOF, Grantor has caused its name to be signed to this Special Warranty Deed the day and year first above written.

CF II Bradrock LLC, a Delaware limited liability company

By: DCJ Management, LLC, a Delaware limited liability company, Manager

By: DAVE MITODIEN  
Name: DAVE MITODIEN  
Title: Manager

STATE OF ILLINOIS }  
COUNTY OF COOK } SS

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that DAVID J. MITODIEN, Manager of DCJ Management, LLC, a Delaware limited liability company, the Manager of CF II Bradrock LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes set forth.

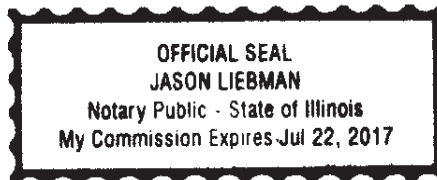
Given under my hand and notarial seal this 17 day of September, 2013.

SEAL

Jason Lieberman  
Notary Public

This document was prepared by:

Scott L. David, Esq.  
Much Shelist, P.C.  
191 North Wacker Drive, Suite 1800  
Chicago, Illinois 60606



After recording mail to:

Anthony R. Hofeld, Esq.  
5901 Dempster Street, Suite 200  
Morton Grove, Illinois 60053

Send subsequent tax bills to:

HLR Bradrock, Inc.  
65 East Bradrock  
Des Plaines, Illinois 60018

# CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1401 008934454 D2

STREET ADDRESS: 65 E BRADROCK

CITY: DES PLAINES

COUNTY: COOK

TAX NUMBER: *09-30-100-039 and 09-30-100-048.*

## LEGAL DESCRIPTION:

### PARCEL 1:

THE WEST 20 FEET OF LOT 11 IN ANDERSON-MILLER DES PLAINES INDUSTRIAL PARK UNIT 3, BEING A RESUBDIVISION OF LOTS 2 TO 4 AND PART OF LOTS 5 AND 6 IN GREWE'S SUBDIVISION OF THAT PART OF THE NORTHWEST FRACTIONAL QUARTER AND THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF A LINE 14.70 FEET NORTH OF THE EAST AND WEST CENTER LINE OF THE NORTH 1/2 OF SAID SECTION (EXCEPT RIGHT OF WAY OF THE DES PLAINES VALLEY RAILWAY) EXCEPT THAT PART TAKEN FOR OAKTON STREET BY DOCUMENT NUMBER 10627381 TOGETHER WITH THE EAST 102 FEET OF LOT 1 AND THAT PART OF LOT 6 LYING NORTHERLY OF A 19 FEET SWITCH TRACK EASEMENT IN GEORGE H. GEIL'S SUBDIVISION OF THAT PART OF THE SOUTH 1/2 OF THE NORTH 1/2 AND SOUTH 14.70 FEET OF THE NORTH 1/2 OF THE NORTH 1/2 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE RIGHT OF WAY OF THE DES PLAINES VALLEY RAILWAY AS SHOWN ON PLAT RECORDED SEPTEMBER 10, 1928 AS DOCUMENT NUMBER 10142179, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

LOT 4 IN ANDERSON-MILLER DES PLAINES INDUSTRIAL PARK, BEING A RESUBDIVISION OF PARTS OF LOTS 5 AND 6 IN GREWE'S SUBDIVISION OF THAT PART OF THE NORTHWEST FRACTIONAL QUARTER AND WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF A LINE 14.70 FEET NORTH OF THE EAST AND WEST CENTER LINE OF THE NORTH 1/2 OF SAID SECTION (EXCEPT THE RIGHT OF WAY OF THE DES PLAINES VALLEY RAILWAY) IN MAINE TOWNSHIP, ALL IN COOK COUNTY, ILLINOIS.

### PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 CREATED BY THE DECLARATION OF EASEMENT DATED ~ AND RECORDED ~ AS DOCUMENT NUMBER ~ MADE BY CF II BRADROCK LLC AND GRANTED IN THE WARRANTY DEED DATED ~ AND RECORDED ~ AS DOCUMENT NUMBER ~ MADE BY CF II BRADROCK LLC TO HLR BRADROCK INC. FOR THE PURPOSE OF INGRESS AND EGRESS FOR MOTOR VEHICLES AND TRUCKS.

*September 17, 2013*

*9/19/13*

REAL ESTATE TRANSFER 09/17/2013



|           |            |
|-----------|------------|
| COOK      | \$425.00   |
| ILLINOIS: | \$850.00   |
| TOTAL:    | \$1,275.00 |

*1326213038*

09-30-100-039-0000 | 20130901601910 | 25SBV5



**CLASS 6B/7/8**  
**RENEWAL APPLICATION**

Control Number

62638

A certified copy of the resolution or ordinance obtained from the municipality in which the real estate is located, or from the Cook County Board of Commissioners if located in an unincorporated area, must accompany this Renewal Application. This application, resolution and a filing fee of \$500.00 must be filed. For assistance in preparing this Renewal Application, please contact the Cook County Assessor's Office Development Incentives Department at (312) 603-7529.

**I. Identification of Applicant**

Name: HLR Bradrock, Inc. Telephone: ( 773 ) 989-7577

Address: 65 Bradrock Dr.

City, State: Des Plaines, IL Zip Code: 60018

Email Address: \_\_\_\_\_

**Agent/Representative (if any)**

Name: Herb and Laura Rizzo Telephone: ( ) \_\_\_\_\_

Address: See above

City, State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Email Address: \_\_\_\_\_

**II. Description of Subject Property**

Street address: 65 Bradrock Dr.

City, State: Des Plaines, IL Zip Code: 60018

Permanent Real Estate Index Number (s): 09-30-100-039-0000

09-30-100-048-0000

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Township: Maine

**III. Identification of Persons or Entities Having an Interest**

Attach a current and complete list of all owners, developers, occupants and other interested parties (including all beneficial owners of a land trust) identified by names and addresses, and the nature and extent of their interest.

Attach legal description, site dimensions and square footage, and building dimensions and square footage.

**IV. Property Use**

Attach a current and detailed description of the precise nature and extent of the use of the subject property, specifying in the case of multiple uses the relative percentages of each use.

If there have been any changes from the original application, include current copies of materials which explain each occupant's business, including corporate letterhead, brochures, advertising material, leases, photographs, etc.

**V. Nature of Development**

Indicate the nature of the original development receiving the Class 6B/7/8 designation

New Construction

Substantial Rehabilitation

Occupation of Abandoned Property - No Special Circumstance

Occupation of Abandoned Property - With Special Circumstance

**VI. Employment**

How many permanent full-time and part-time employees do you now employ?

**On-Site:** Full-time: See attached Part-time: See attached

**In Cook County:** Full-time: See attached Part-time: See attached

**VII. Local Approval**

A certified copy of a resolution or ordinance from the municipality in which the real estate is located (or the County Board, if the real estate is located in an unincorporated area) must accompany this renewal. The ordinance or resolution must expressly state that the municipality supports and consents to this Class 6B/7/8 Renewal and has determined that the industrial use of the property is necessary and beneficial to the local economy.

I, LAURA A RIZZO the undersigned, certify that I have read this Renewal Application and that the statements set forth in this Renewal Application and in the attachments hereto are true and correct, except as those matters stated to be on information and belief and as to such matters the undersigned certifies that he/she believes the same to be true.

  
Signature

03/14/2023  
Date

LAURA A RIZZO  
Print Name

V.P. / SECRETARY  
Title

02/10/2020

**EXHIBIT C: Site Dimension & Square footage/Plat of Survey**  
**EXHIBIT D: Building Dimensions/Site Plan/Elevations/Renderings**  
**EXHIBIT G: Description of precise nature and extent of the industrial use of the subject property**

HLR Bradrock, Inc. (“Applicant”) owns the property located at 65 Bradrock Dr. in Des Plaines, Illinois (PINs: 09-30-100-039/-048) and its related entities occupy the same for their industrial uses consisting of the manufacturing, warehousing and distribution of products used in models for the professional and hobby industries.

The subject property currently consists of an approximately 51,000 square foot site with an approximately 20,247 square foot building thereon. Currently, the Applicant has two related entities that occupy the subject property: Evergreen Scale Models and Plastruct (collectively “occupants”). Evergreen Scale Models manufactures products used in models for the hobby industry. Currently, Evergreen Scale Models has 7 employees (6 full-time; 1 part-time). Plastruct manufactures products used in models for the professional (architects and schools) and hobby industries. Currently, Plastruct has 5 employees (all full-time) and is looking to hire 2 more.

The Applicant has another company, Sig Manufacturing, that is currently located in Iowa. Sig Manufacturing manufactures remote control airplanes. Given the changes in its industry and the benefits of consolidation in to one facility, the Applicant plans to move Sig Manufacturing’s entire operation to the subject property. Sig Manufacturing will not bring any current employees and plans to hire 4 to 5 of new employees as soon as possible at the subject property and hopes to add a few more in the coming years.

To accommodate this move, the Applicant plans to complete an approximately 2,000 square foot addition to the subject property. The cost to complete the addition will be approximately \$200,000 to \$300,000 and create a number of construction jobs. However, please note that the costs of construction could significantly vary as they are preliminary and additional reviews of the property as well as additional discussions with contractors must be completed to determine both.

Attached please find a Survey, aerial and contractor estimates. The Applicant has already submitted drawings for the improvements to the City of Des Plaines that should be on file. Please let us know if you will need another copy. Note that the Applicant does not anticipate any zoning amendments, variations and/or other relief relative to the proposed plans for improvement.

In addition to the above planned new construction, the Applicant has spent roughly \$350,000 over the past ten years in various improvements and upgrades to the subject property to keep it in good use. These have included installing a new parking lot, upgrading the landscaping, performing tuckpointing, adding new signage, installing a new roof, upgrading the offices, upgrading the sprinkler system, installing new HVAC, adding new windows and doors, replacing overhead doors and upgrading the lighting to LED as well as completing other various general maintenance.



Additionally, the occupants have looked and will continue to look to hire all qualified City of Des Plaines residents for future hires. We note that the occupants already have a number of employees that are City of Des Plaines residents. Also please note that the occupants offer employee health care and Personal Time Off (PTO).

The City of Des Plaines can also expect that the occupants at the subject property and their employees will continue to invest commercially back into the community by visiting local establishments such as restaurants, gas stations, grocery stores and more. In addition, the City of Des Plaines can expect that the occupants at the subject property will continue to attract business and various customers to the City in the course of their operations.

**EXHIBIT E: Cook County Disclosure of Ownership Interest Statement and City of Des  
Plaines Economic Disclosure Statement and Affidavit**

Attached hereto please find a copy of the Cook County Disclosure of Ownership Interest Statement and City of Des Plaines Economic Disclosure Statement and Affidavit.

**COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT**

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing. **County reserves the right to request additional information to verify veracity of information contained in this statement.**

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the  Applicant or  Stock/Beneficial Interest Holder

This Statement is an:  Original Statement or  Amended Statement

**Identifying Information:**

Name HLR BRADROCK, INC

D/B/A: \_\_\_\_\_ FEIN # Only: 46-3516848

Street Address: 605 E BRADROCK DR

City: DES PLAINES State: IL Zip Code: 60018

Phone No.: 847-989-7577 Fax Number: 847-813-6330 Email: r1223858@aol.com

Cook County Business Registration Number: \_\_\_\_\_  
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): \_\_\_\_\_

**Form of Legal Entity:**

Sole Proprietor  Partnership  Corporation  Trustee of Land Trust

Business Trust  Estate  Association  Joint Venture

Other (describe) \_\_\_\_\_

**Ownership Interest Declaration:**

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

| Name           | Address             | Percentage Interest in Applicant/Holder |
|----------------|---------------------|---|
| HERBERT RIZZO  | 520 S ROSE FARM RD  | 50%                                     |
| LAURA A. RIZZO | WOODSTOCK, IL 60098 | 50%                                     |

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

| Name of Agent/Nominee | Name of Principal | Principal's Address |
|-----------------------|-------------------|---------------------|
| N/A                   |                   |                     |

3. Is the Applicant constructively controlled by another person or Legal Entity? [ ] Yes [  ] No  
 If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

| Name | Address | Percentage of Beneficial Interest | Relationship |
|------|---------|-----------------------------------|--------------|
| N/A  |         |                                   |              |

**Corporate Officers, Members and Partners Information:**

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

| Name          | Address             | Title (specify title of Office, or whether manager or partner/joint venture) | Term of Office   |
|---------------|---------------------|--|------------------|
| HERBERT RIZZO | 520 S ROSE FARM RD  |  | PRESIDENT        |
| LAURA A RIZZO | WOODSTOCK, IL 60098 |  | V.P. / SECRETARY |

**Declaration (check the applicable box):**

- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- [ ] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

1. **REAL ESTATE OWNERSHIP DISCLOSURES.**

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S): 09-30-100-039-0000  
09-30-100-048-0000

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) \_\_\_\_\_ The Applicant owns no real estate in Cook County.

2. **EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.**

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

LAURA A. RIZZO  
Name of Authorized Applicant/Holder Representative (please print or type)

V.P. / SECRETARY  
Title

*[Signature]*  
Signature

03/14/23  
Date

11223058@aol.com  
E-mail address

847.989.7577  
Phone Number

Subscribed to and sworn before me  
this 15 day of March, 2023.

My commission expires: 04/11/2023

X *[Signature]*  
Notary Public Signature

\_\_\_\_\_  
Notary Seal



**CITY OF DES PLAINES  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT**

Company Name HLR BRADROCK INC

Project Name HLR 6B RENEWAL

Project Address 65 E. BRADROCK DR, DESPLAINES, IL 60018

The City of Des Plaines (the "City") requires disclosure of the information requested in this Economic Disclosure Statement and Affidavit ("EDS") before any City agency, department or City Council action regarding the matter that is the subject of this EDS. Please fully complete each statement, with all information current as of the date this EDS is signed. If a question is not applicable, answer with "NA" **An incomplete EDS will be returned and any City action will stop pending receipt of a completed EDS.**

Please **print or type** all responses clearly and legibly. **Add additional pages if needed, being careful to identify the portion of the EDS to which each additional page refers.**

**WHO MUST SUBMIT AN EDS:**

1. **Applicants:** Any individual or entity (the "**Applicant**") making an application to the City for action on economic entitlements requiring City Council approval must file this EDS.

2. **Entities holding an interest in the Applicant:** Generally, whenever an ownership interest in the Applicant (for example, shares of stock of the Applicant or a limited partnership interest in the Applicant) is held or owned by another legal entity (for example, a corporation or partnership, rather than an individual) each such legal entity must also file an EDS on its own behalf, and any parent of that legal entity **must do so until individual owners are disclosed.**

**However,** if an entity filing an EDS is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, only those shareholders that own 10% or more of that filing entity's stock must file an EDS on their own behalf.

**ACKNOWLEDGMENT OF POSSIBLE CREDIT AND OTHER CHECKS:** By completing and filing this EDS, the Undersigned acknowledges and agrees, on behalf of itself and the entities or individuals named in this EDS, that the City may investigate the criminal background and creditworthiness of some or all of the entities or individuals named in this EDS.

**CERTIFYING THIS EDS:** Execute the certification on the date of the initial submission of this EDS. You may be asked to re-certify this EDS on the last page as of the date of submission of any subsequent documentation, or as of the date of the closing of your transaction.

**GENERAL INFORMATION**

Date this EDS is completed: 03/14/23

A. Who is submitting this EDS? The individual will be the "Undersigned" throughout this EDS. HLR BRADROCK INC

**NOTE:** The Undersigned is the individual or entity submitting this EDS, whether the Undersigned is an Applicant or is an individual on behalf of an entity holding an interest in the Applicant. This EDS requires certain disclosures and certifications from Applicants that are not required from entities holding an interest in the Applicant.

**NOTE:** When completing this EDS, please observe whether the section you are completing applies only to Applicants.

- Check here if the Undersigned is filing this EDS as the Applicant.
- Check here if the Undersigned is filing on behalf of an entity holding an interest in an Applicant.

Also, please identify the legal name of the Entity holding an interest in the Applicant:

HLR BRADROCK INC

B. Business address of the Undersigned: 65 E BRADROCK DR  
DES PLAINES, IL 60018

C. Telephone: 847-989-7577 Fax: 847-813-6330 Email: 11223058@aol.com

D. Name of contact person: LAURA A RIZZO

E. Tax identification number: 46-3516848

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location if applicable):

RENEWAL OF GB  
65 BRADROCK DR, DES PLAINES, IL 60018



G. City action requested (specify; professional services, purchase of supplies, project bid, contract for services, other):

CITY of DESPLAINES RESOLUTION SUPPORTING THE RENEWAL OF THE

H. Describe contract: WB (30.100.039/048)

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

**SECTION ONE: DISCLOSURE OF OWNERSHIP INTERESTS**

**A. NATURE OF ENTITY**

1. Indicate whether the Undersigned is an individual or legal entity:

- Individual
- Business corporation
- Sole proprietorship
- Trust
- General partnership
- Limited partnership
- Limited Liability Company
- Joint venture
- Not-for-profit corporation
- Yes  No (Is the not-for-profit corporation also a 501(c)(3))?
- Other entity (please specify)

2. State of incorporation and date of incorporation of organization, if applicable:

ILLINOIS AUG 2013

3. For legal entities not organized in the State of Illinois: Is the organization authorized to do business in the State of Illinois as a foreign entity?

Yes  No  N/A **Submit Proof by attachment.**

**B. ORGANIZATION INFORMATION – attach additional pages, if necessary.**

1. IF THE UNDERSIGNED IS A CORPORATION:

a. List below the names and titles of all executive officers and all directors of the corporation. For not-for-profit corporations, also list below any executive director of the corporation, and indicate all members, if any, who are legal entities. If there are no such members, write "no members."

| Name          | Title            |
|---------------|------------------|
| HERBERT RIZZO | PRESIDENT        |
| LAURA A RIZZO | V.P. / SECRETARY |
|               |                  |
|               |                  |

b. If the Undersigned is a corporation whose shares **are** registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, please provide the following information concerning shareholders who own shares equal to or in excess of 10% of the corporation's outstanding shares.

| Name | Business | Address | Percentage Interest |
|------|----------|---------|---------------------|
| NA   |          |         |                     |

c. For corporations that **are not** registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, list below the name, business address and percentage of ownership interest of each shareholder.

| Name          | Business | Address            | Percentage Interest |
|---------------|----------|--------------------|---------------------|
| HERBERT RIZZO |          | 520 S ROSE FARM RD | 50%                 |
| LAURA A RIZZO |          | WOODSTOCK IL 60098 | 50%                 |

2. IF THE UNDERSIGNED IS A PARTNERSHIP OR JOINT VENTURE:

For general or limited partnerships or joint ventures: list below the name, business address and percentage of ownership interest of each partner. For limited partnerships, indicate whether each partner is a general partner or a limited partner.

| Name | Business | Address | Percentage Interest |
|------|----------|---------|---------------------|
| NA   |          |         |                     |

3. IF THE UNDERSIGNED IS A LIMITED LIABILITY COMPANY:

a. List below the name, business address and percentage of ownership interest of each (i) member and (ii) manager. If there are no managers, write "no managers," and indicate how the company is managed.

| Name | Business | Address | Percentage Interest |
|------|----------|---------|---------------------|
| NA   |          |         |                     |

b. List below the names and titles of all officers, if any. If there are no officers, write "no officers."

| Name          | Title            |
|---------------|------------------|
| HERBERT RIZZO | PRESIDENT        |
| LAURA A RIZZO | V.P. / SECRETARY |

4. IF THE UNDERSIGNED IS A LAND TRUST, BUSINESS TRUST, TRUST, ESTATE OR OTHER SIMILAR ENTITY:

a. List below the name and business address of each individual or legal entity holding legal title to the property that is the subject of the trust.

| Name | Business | Address |
|------|----------|---------|
| NA   |          |         |

| Trustee Name and Address | Trust Number |
|--------------------------|--------------|
|                          |              |

b. List below the name, business address and percentage of beneficial interest of each beneficiary of the Trust.

| Name | Business | Address | Percentage Interest |
|------|----------|---------|---------------------|
| NA   |          |         |                     |

5. IF THE UNDERSIGNED IS ANY OTHER LEGAL ENTITY, first describe the entity, then provide the name, business address, and the percentage of interest of all individuals or legal entities having an ownership or other beneficial interest in the entity. Describe the entity:

NA

| Name | Business | Address | Percentage Interest |
|------|----------|---------|---------------------|
| N/A  |          |         |                     |
|      |          |         |                     |
|      |          |         |                     |

**SECTION TWO: BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS**

**A. DEFINITIONS AND DISCLOSURE REQUIREMENT**

1. The Undersigned must indicate whether it had a "doing business" relationship or had a "financial interest" with a City elected official in the 12 months before the date this EDS is signed.

2. Pursuant to the City Code of Ethics, Section 1-9-1 et seq. and specifically Section 1-9-3 and Section 1-9-5 of the Municipal Code of Des Plaines (the "Municipal Code"), "doing business" and "financial interest" are defined as follows:

**DOING BUSINESS:**

Any combination of sales, contracts, or purchases, with the City or any City Agency in an amount in excess of ten thousand dollars (\$10,000.00) in any twelve (12) consecutive months.

**FINANCIAL INTEREST:**

A. Any interest as a result of which the owner currently receives or is entitled to receive in the future more than two thousand five hundred dollars (\$2,500.00) per year; or

B. Any interest with a cost or present value of five thousand dollars (\$5,000.00) or more; or

C. Any interest representing more than ten percent (10%) of a corporation, partnership, sole proprietorship, firm, enterprise, franchise, organization, holding company, joint stock company, receivership, trust or any legal entity organized for profit; provided, however, financial interest shall not include:

1. Any publicly held stock traded on a recognized exchange;
2. The authorized compensation paid to an official or employee for his office or employment;
3. Any economic benefit provided equally to all residents of the city;
4. A time or demand deposit in a financial institution;

5. An endowment or insurance policy or annuity contract purchased from an insurance company.

**B. CERTIFICATION**

1. Has the Undersigned had a "doing business" relationship or "financial interest" with any City elected official in the 12 months before the date this EDS is signed?

[ ] Yes  No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s). Attach additional sheet if necessary:

\_\_\_\_\_  
NA  
\_\_\_\_\_

**SECTION THREE: DISCLOSURE OF RETAINED PARTIES**

**A. DEFINITIONS AND DISCLOSURE REQUIREMENTS**

1. The Undersigned, must disclose certain information about attorneys, lobbyists, accountants, consultants, subcontractors, and any other person whom the Undersigned has retained or expects to retain in connection with the Matter. In particular, the Undersigned must disclose the name of each such person, his/her business address, the nature of the relationship, and the total amount of the fees paid or estimated to be paid. For this section 3, the Undersigned is not required to disclose employees who are paid solely through the Applicant's regular payroll.

"Lobbyist" means any person (i) who undertakes to influence any legislative or administrative action, or (ii) any part of whose duty as an employee of another includes undertaking to influence any legislative or administrative action. **For the purposes of this section only, a person may be a Lobbyist, within the meaning of the above definition, even if he or she is not registered with the State of Illinois as a Lobbyist.**

2. If the Undersigned is uncertain whether a disclosure is required under this Section 3, the Undersigned must attach to this EDS a letter specifying the question on disclosure or make the disclosure.

**B. DISCLOSURE – attach additional pages, if necessary.**

1. Each and every attorney, lobbyist, accountant, consultant, subcontractor, or other person retained or anticipated to be retained directly by the Undersigned with respect to or in connection with the Matter is listed below [begin list here, add sheets as necessary]:

| Name                       | Business Address | Relationship to Undersigned (attorney, lobbyist, etc.) | Fees (indicate whether paid or estimated) |
|----------------------------|------------------|--|---|
| ZACHARY A KAEITZ           |                  | ATTORNEY   | ESTIMATED                                 |
| SARNOFF & BACCASH          |                  |  |   |
| 2 N LA SALLE ST SUITE 1000 |                  |  |   |
| CHICAGO, IL 60602          |                  | 312.782.8310   | ext 235                                   |

2. Indicate for each whether retained or anticipated to be retained.

| Name | Status |
|------|--------|
| NA   |        |
|      |        |
|      |        |

CHECK HERE IF NO SUCH INDIVIDUALS HAVE BEEN RETAINED BY THE UNDERSIGNED OR ARE ANTICIPATED TO BE RETAINED BY THE UNDERSIGNED.

3. Has any owner, officer, manager, or employee of Applicant ever plead guilty, been found guilty, received supervision, plead nolo contendere (no contest) to any felony within the last five (5) years? Check one: No . Yes \_\_\_\_\_. If yes, complete section below or attach additional sheet(s) identifying person, charge, date of finding, Court name and branch and case docket number.

| Name                     | Relationship with company | Date of plea or court action  |
|--------------------------|---------------------------|-------------------------------|
| NA                       |                           |                               |
| Court in which plea made |                           | County, and State or District |

Nature of offense:

4. State whether any person or company identified in response to section 3 B. 1 above has ever plead guilty, been found guilty, received supervision, plead nolo contendere (no contest) to any felony within the last five (5) years. Check one: No \_\_\_\_\_. Yes \_\_\_\_\_. If yes complete section below or attach additional sheet(s) identifying person, charge, dated of finding, Court name and branch and case docket number.

| Name | Relationship with company | Date of plea or court action |
|------|---------------------------|------------------------------|
| NA   |                           |                              |

NA

Court in which plea made

County, State, or District

Nature of offense:

**SECTION FOUR: CERTIFICATIONS**

**A. CERTIFICATION OF COMPLIANCE**

For purposes of the certifications in 1, 2, and 3 below, the term "affiliate" means any individual or entity that, directly or indirectly: controls the Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

1. The Undersigned is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, **or the Internal Revenue Service** nor is the Undersigned or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City. This includes all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes. If there are any such delinquencies, note them below:

\_\_\_\_\_  
NONE  
\_\_\_\_\_  
\_\_\_\_\_

If the letters "NA," meaning "not applicable" or the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned is not delinquent and has certified to the above statements.

2. The Undersigned and its affiliates have not, in the past five years, been found in violation of any City, state or federal environmental law or regulation. If there have been any such violations, note them below:

\_\_\_\_\_  
NONE  
\_\_\_\_\_  
\_\_\_\_\_

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned had no violations and certified to the above statements.

3. If the Undersigned is the Applicant, the Undersigned and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

4. The Undersigned will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Section Four, 1, (1-3) above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Undersigned has reason to believe has not provided or cannot provide truthful certifications.

If the Undersigned is unable to make the certifications required in Section Four, paragraph A (3) and (4) above, provide an explanation:

\_\_\_\_\_  
NA  
\_\_\_\_\_  
\_\_\_\_\_

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

## **B. FURTHER CERTIFICATIONS**

1. The Undersigned and, if the Undersigned is a legal entity, its principals (officers, directors, partners, members, managers, executive director):

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. Have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause (1)(b) of this section;
- d. Have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. Have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, in any



criminal or civil action instituted by the City or by the federal government, any state, or any other unit of local government.

- f. Have not, within a five-year period preceding the date of this EDS, filed for, or acquiesced in the filing of, (i) any bankruptcy, reorganization, debt arrangement or other case or proceeding under any bankruptcy or insolvency law, or (ii) any dissolution, liquidation or foreclosure.

2. The certifications concern:

- the Undersigned;
- any party participating in the performance of the Matter ("an **Applicable Party**");
- any "**Affiliated Entity**" (meaning an individual or entity that, directly or indirectly: controls the Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Applicable Parties, the term Affiliated Entity means an individual or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another individual or entity;
- any responsible official of the Undersigned, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Undersigned, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Undersigned, any Applicable Party or any Affiliated Entity (collectively "Agents").

Neither the Undersigned, nor any Applicable Party, nor any Affiliated Entity of either the Undersigned or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party's or Affiliated Entity's contract or engagement in connection with the Matter:

- A. Bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- B. Agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint

of freedom of competition by agreement to bid a fixed price or otherwise;  
or

- C. Made an admission of such conduct described in (1) or (2) above that is a matter of record, but have not been prosecuted for such conduct; or

3. The Undersigned understands and shall comply with State Statutes and the City Code of Ethics, Section 1-9-1 et seq. of the Des Plaines Municipal Code.

4. Neither the Undersigned, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

5. If the Undersigned is unable to certify to any of the above statements in this Part III, the Undersigned must explain below:

NA

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

### C. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Section 1-9-1 et seq. of the Municipal Code have the same meanings when used in this Part III.

1. In accordance with Section 1-9-3 of the Municipal Code:  
Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person in the Matter?

Yes  No

**NOTE: If you answered "No" to Item C(1), you are not required to answer Items C(2) or (3) below. Instead, review the certification in Item C(4) and then proceed to Section Five. If you answered "Yes" to Item C(1), you must first respond to Item C(2) and provide the information requested in Item C(3). After responding to those items, review the certification in Item C(4) and proceed to Section Five.**

2. Unless sold pursuant to a process of competitive bidding, no City elected official or employee shall have a financial interest in his or her own name or in the name

of any other person in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part V.

Does the Matter involve a City Property Sale?

Yes  No

3. If you answered "yes" to Item C(1), provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

| Name | Business Address | Nature of Interest |
|------|------------------|--------------------|
| N/A  |                  |                    |
|      |                  |                    |
|      |                  |                    |

4. The Undersigned further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

#### SECTION FIVE: DISCLOSURE OF A FAMILIAL RELATIONSHIP

A. The Undersigned must disclose whether such Applicant or any Applicable Party (as defined below) or any spouse or domestic partner thereof currently has a "familial relationship" with any elected City official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Undersigned or any Applicable Party or any spouse or domestic partner thereof is related to the mayor, any councilman, or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means any (1) officer, member, manager, partner or executive director, of a legal entity or any person exercising similar authority, or (2) any person having more than a 7.5 percent ownership interest in the Applicant as listed in Section I.B,

B. Does the Undersigned or any "Applicable Party" or any spouse or domestic partner thereof currently have a "familial relationship" with an elected City official or department head?

Yes  No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

NA

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## **SECTION SIX: CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE**

### **The Undersigned understands and agrees that:**

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Undersigned understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based including, but not limited to, compliance with the City Code of Ethics.

B. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Undersigned's participation in the Matter and/or declining to allow the Undersigned to participate in other transactions with the City.

C. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. **By completing and signing this EDS, the Undersigned waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS, and conduct any background investigation which may be necessary as a result of this EDS.**

D. The Undersigned has not withheld or reserved any disclosures as to economic interests in the Undersigned, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks economic entitlements requiring City Council approval.

E. The information provided in this EDS must be kept current. In the event of changes, the Undersigned must supplement this EDS up to the time the City takes action on the Matter and recertify the supplemental matters.

**CERTIFICATION**

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Applicant, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

HLR BRADROCK INC  
(Print name of individual or legal entity submitting this EDS)

Date: 03/14/23

By: *Laura Rizzo*  
(Sign here)

LAURA A RIZZO  
Print name of signer

V.P. / SECRETARY  
Title of signer

SUBSCRIBED and SWORN to before <sup>me</sup> 2023  
me this 15, day of March, 2023.

*S.M. Natalie*  
NOTARY PUBLIC



(SEAL)

**EXHIBIT F: List of all owners, developers, occupants, and other interested parties**

Ownership: HLR Bradrock, Inc. owns the property located at 65 Bradrock Dr. in Des Plaines, Illinois (PINs: 09-30-100-039/-048). Please find the attached Articles of Incorporation and a Special Warranty Deed. In addition, and as part of Exhibit E, please find the Applicant's Cook County Disclosure of Ownership Interest Statement and City of Des Plaines Economic Disclosure Statement and Affidavit listing the interests.

FORM **BCA 2.10**  
**ARTICLES OF INCORPORATION**  
 Business Corporation Act

Filing Fee: \$150  
 Franchise Tax: \$ 25  
**Total: \$175**

File #: 69184375

Approved By: MJE

**FILED**  
**AUG 27 2013**

**Jesse White**  
**Secretary of State**

1. Corporate Name: HLR BRADROCK, INC.

2. Initial Registered Agent: ANTHONY R. HOFELD  
First Name Middle Initial Last Name

Initial Registered Office: 5901 DEMPSTER ST STE 200  
Number Street Suite No.  
MORTON GROVE IL 60053-3023 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 |
|--------|-----------------------------|--|---------------------------------------|
| COMMON | 10000                       | 1000                                   | \$ 1000                               |

**NAME & ADDRESS OF INCORPORATOR**

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

Dated AUGUST 27, 2013 5901 DEMPSTER ST, STE 200  
Month & Day Year Street  
ANTHONY R. HOFELD MORTON GROVE IL 60053  
Name City/Town State ZIP Code

This document was generated electronically at [www.cyberdriveillinois.com](http://www.cyberdriveillinois.com)

**EXHIBIT H: Analysis of taxes generated by the new development with and without the abatement incentive and under a scenario of complete vacancy**

HLR Bradrock, Inc. (“Applicant”) owns the property located at 65 Bradrock Dr. in Des Plaines, Illinois (PINs: 09-30-100-039/-048) and its related entities occupy the same for their industrial uses consisting of the manufacturing, warehousing and distribution of products used in models for the professional and hobby industries.

The subject property currently consists of an approximately 51,000 square foot site with an approximately 20,247 square foot building thereon. Currently, the Applicant has two related entities that occupy the subject property: Evergreen Scale Models and Plastruct (collectively “occupants”). Evergreen Scale Models manufactures products used in models for the hobby industry. Currently, Evergreen Scale Models has 7 employees (6 full-time; 1 part-time). Plastruct manufactures products used in models for the professional (architects and schools) and hobby industries. Currently, Plastruct has 5 employees (all full-time) and is looking to hire 2 more.

The Applicant has another company, Sig Manufacturing, that is currently located in Iowa. Sig Manufacturing manufactures remote control airplanes. Given the changes in its industry and the benefits of consolidation in to one facility, the Applicant plans to move Sig Manufacturing’s entire operation to the subject property. Sig Manufacturing will not bring any current employees and plans to hire 4 to 5 of new employees as soon as possible at the subject property and hopes to add a few more in the coming years.

To accommodate this move, the Applicant plans to complete an approximately 2,000 square foot addition to the subject property. The cost to complete the addition will be approximately \$200,000 to \$300,000 and create a number of construction jobs. However, please note that the costs of construction could significantly vary as they are preliminary and additional reviews of the property as well as additional discussions with contractors must be completed to determine both.

Attached please find a Survey, aerial and contractor estimates. The Applicant has already submitted drawings for the improvements to the City of Des Plaines that should be on file. Please let us know if you will need another copy. Note that the Applicant does not anticipate any zoning amendments, variations and/or other relief relative to the proposed plans for improvement.

In addition to the above planned new construction, the Applicant has spent roughly \$350,000 over the past ten years in various improvements and upgrades to the subject property to keep it in good use. These have included installing a new parking lot, upgrading the landscaping, performing tuckpointing, adding new signage, installing a new roof, upgrading the offices, upgrading the sprinkler system, installing new HVAC, adding new windows and doors, replacing overhead doors and upgrading the lighting to LED as well as completing other various general maintenance.



We have attached a breakdown showing what the taxes would be with a Class 6b Incentive as well as the comparably lower taxes on this property if it remains vacant and without any improvements. By looking at this breakdown, one can see that the overall taxes for this property with a Class 6b Incentive along with the investment to be put in will provide greater real estate taxes for this property than it would if it remained vacant.

Additionally, the occupants have looked and will continue to look to hire all qualified City of Des Plaines residents for future hires. We note that the occupants already have a number of employees that are City of Des Plaines residents. Also please note that the occupants offer employee health care and Personal Time Off (PTO).

The City of Des Plaines can also expect that the occupants at the subject property and their employees will continue to invest commercially back into the community by visiting local establishments such as restaurants, gas stations, grocery stores and more. In addition, the City of Des Plaines can expect that the occupants at the subject property will continue to attract business and various customers to the City in the course of their operations.

As the above indicates, there are various benefits the City of Des Plaines will receive should the Applicant be granted a renewal of the Class 6b Incentive. The Applicant is excited to move forward with completing the new addition, adding a new company and continuing to have its related entities thrive at the subject property as well as being a strong community member for many years to come. However, the above is all contingent on the Applicant receiving a renewal of the Class 6b Incentive.

### **Legal Description, Site and Building Square Footage**

The total land area of the subject parcel located at 65 Bradrock Dr. in Des Plaines, Illinois (PINs: 09-30-100-039/-048) is approximately 51,000 square feet. The subject property currently contains an approximately 20,247 square foot building thereon and the owner of the property, HLR Bradrock, Inc., plans to complete a 2,000 square foot addition to the subject property.

Attached please find the Special Warranty Deed that includes the legal description of the subject property.

**Description of the nature of the project, the intended use of the subject property and information regarding the applicant and user**

HLR Bradrock, Inc. (“Applicant”) owns the property located at 65 Bradrock Dr. in Des Plaines, Illinois (PINs: 09-30-100-039/-048) and its related entities occupy the same for their industrial uses consisting of the manufacturing, warehousing and distribution of products used in models for the professional and hobby industries.

The subject property currently consists of an approximately 51,000 square foot site with an approximately 20,247 square foot building thereon. Currently, the Applicant has two related entities that occupy the subject property: Evergreen Scale Models and Plastruct (collectively “occupants”). Evergreen Scale Models manufactures products used in models for the hobby industry. Currently, Evergreen Scale Models has 7 employees (6 full-time; 1 part-time). Plastruct manufactures products used in models for the professional (architects and schools) and hobby industries. Currently, Plastruct has 5 employees (all full-time) and is looking to hire 2 more.

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To accommodate this move, the Applicant plans to complete an approximately 2,000 square foot addition to the subject property. The cost to complete the addition will be approximately \$200,000 to \$300,000 and create a number of construction jobs. However, please note that the costs of construction could significantly vary as they are preliminary and additional reviews of the property as well as additional discussions with contractors must be completed to determine both.

In addition to the above planned new construction, the Applicant has spent roughly \$350,000 over the past ten years in various improvements and upgrades to the subject property to keep it in good use. These have included installing a new parking lot, upgrading the landscaping, performing tuckpointing, adding new signage, installing a new roof, upgrading the offices, upgrading the sprinkler system, installing new HVAC, adding new windows and doors, replacing overhead doors and upgrading the lighting to LED as well as completing other various general maintenance.

Additionally, the occupants have looked and will continue to look to hire all qualified City of Des Plaines residents for future hires. We note that the occupants already have a number of employees that are City of Des Plaines residents. Also please note that the occupants offer employee health care and Personal Time Off (PTO).

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### **Ownership Information**

Ownership: HLR Bradrock, Inc. owns the property located at 65 Bradrock Dr. in Des Plaines, Illinois (PINs: 09-30-100-039/-048). Please find the attached Articles of Incorporation and a Special Warranty Deed.

FORM **BCA 2.10**  
**ARTICLES OF INCORPORATION**  
 Business Corporation Act

Filing Fee: \$150  
 Franchise Tax: \$ 25  
**Total: \$175**

File #: 69184375

Approved By: MJE

**FILED**  
**AUG 27 2013**  
**Jesse White**  
**Secretary of State**

1. Corporate Name: HLR BRADROCK, INC.

2. Initial Registered Agent: ANTHONY R. HOFELD  
First Name Middle Initial Last Name

Initial Registered Office: 5901 DEMPSTER ST STE 200  
Number Street Suite No.  
MORTON GROVE IL 60053-3023 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 |
|--------|-----------------------------|--|---------------------------------------|
| COMMON | 10000                       | 1000                                   | \$ 1000                               |

**NAME & ADDRESS OF INCORPORATOR**

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

Dated AUGUST 27, 2013 5901 DEMPSTER ST, STE 200  
Month & Day Year Street  
ANTHONY R. HOFELD MORTON GROVE IL 60053  
Name City/Town State ZIP Code

CITY OF DES PLAINES

RESOLUTION R - 91 - 23

**A RESOLUTION SUPPORTING AND CONSENTING TO RENEWAL OF CLASS 6b CLASSIFICATION FOR THE PROPERTY LOCATED AT 65 BRADROCK DRIVE.**

**WHEREAS**, HLR Bradrock, Inc. ("*Applicant*") is the owner of that certain property commonly known as 65 Bradrock Drive in the City, and legally described in **Exhibit A** attached to, and by this reference made a part of, this Resolution ("*Subject Property*"); and

**WHEREAS**, the Subject Property is approximately 1.2 acres and contains one building ("*Building*") with a combined gross area of approximately 20,247 square feet; and

**WHEREAS**, in 2013, the City Council adopted Resolution R-154-13 supporting and consenting to Class 6b classification of the Subject Property under the Cook County Real Property Assessment Classification Ordinance ("*Classification Ordinance*"), and the Subject Property was classified as Class 6b under Cook County Control Number 62638 ("*6b Classification*"); and

**WHEREAS**, the Building, which had been vacant, was subsequently occupied, with the Cook County activation of the 6b Classification occurring in 2013; and

**WHEREAS**, the current 6b Classification will expire at the end of 2025; and

**WHEREAS**, the Applicant plans to continue to lease tenant spaces within the Building to Evergreen Models, Inc and Plastruct and will add a new tenant, Sig Manufacturing ("*New Tenant*"), all of which will use the Building to manufacture various products for the hobby industry and professional trades (collectively, the "*Proposed Use*"); and

**WHEREAS**, pursuant to the Classification Ordinance, the Assessor will not grant the 6b Renewal unless the City Council adopts a resolution: (i) finding that industrial use of the Subject Property is necessary and beneficial to the local economy; and (ii) expressing the City Council's support for and consent to the 6b Renewal; and

**WHEREAS**, the Applicant has requested that the City Council adopt a such a resolution; and

**WHEREAS**, the Applicant has pledged improvements to Subject Property in an anticipated total value of \$200,000 over the life of the renewal ("*Property Improvements*"), which includes adding a 2,000 square foot addition involving, exterior masonry work, new roofing for the addition, tying in and installing the fire sprinkler system, electrical work, excavation and concrete work, and metal work amounting to \$10.08 per square foot of the Building; and

**WHEREAS**, pursuant to the City's policy, the City requires at least \$10 per square foot of improvements as a condition of supporting the approval of a Class 6b Classification; and

**WHEREAS**, the City Council has determined that supporting and consenting to the 6b Renewal will: (i) induce the Applicant to construct the Proposed Improvements; (ii) reduce the likelihood that the Subject Property will become abandoned and unproductive; (iii) preserve and increase employment opportunities within the City; (iv) help to stabilize the property tax base and maintain the current level of real estate taxes generated by the Subject Property; and (v) serve the best interest of the City;

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

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

**SECTION 2: DETERMINATION OF CONTINUED ELIGIBILITY AND APPROPRIATENESS.** The City Council hereby finds and determines that the continued industrial use of the Subject Property is necessary and beneficial to the local economy.

**SECTION 3: SUPPORT AND CONSENT TO 6B RENEWAL.** Pursuant to the Classification Ordinance, the City Council hereby supports and consents to the 6b Renewal for the Subject Property, subject to the conditions set forth in Section 4 of this Ordinance; provided, however, that the City Council does not consent to renewal of the Class 6b Classification of the Subject Property for a period longer than twelve years after the effective date of the 6b Renewal.

**SECTION 4: CONDITIONS OF CITY'S CONSENT; REVOCATION.** The consent granted in Section 3 of this Resolution is expressly conditioned upon the occurrence and/or satisfaction by the Applicant of the following conditions:

A. The Applicant will complete construction of the Property Improvements with a value of no less than \$200,000 no later than December 31, 2024;

B. The Applicant will provide evidence upon any request by the City that the New Tenant is employing at least four full-time workers at the Subject Property by May 1, 2025.

The Applicant agrees and acknowledges that if Conditions A or B as set forth in this Section 4 are not met on or before the above noted dates, the City Council shall have the option, in its sole and exclusive discretion, to revoke the consent granted in Section 3 by resolution duly adopted in accordance with the procedures set forth in Section 74-73 of the Cook County Code of Ordinances. In the event the City Council revokes its consent, the City Clerk is directed to promptly deliver notice of such revocation to the Board of Commissioners of Cook County and the Office of the Cook County Assessor along with certified copies of the revoking resolution.

**SECTION 5: DELIVERY.** The City Council hereby directs the City Clerk to transmit a certified copy of this Resolution to the Applicant. The Applicant is responsible for filing such certified copy with the Assessor.



**SECTION 6: EFFECTIVE DATE.** This Resolution will 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 Supporting Class 6b Classification Renewal for 65 Bradrock Drive

**EXHIBIT A**  
**LEGAL DESCRIPTION OF SUBJECT PROPERTY**

PARCEL 1:

THE WEST 20 FEET OF LOT 11 IN ANDERSON-MILLER DES PLAINES INDUSTRIAL PARK UNIT 3, BEING A RESUBDIVISION OF LOTS 2 AND 4 AND PART OF LOTS 5 AND 6 IN GREWE'S SUBDIVISION OF THAT PART OF THE NORTHWEST FRACTIONAL QUARTER AND THE WEST ½ OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 20, TOWNSHIP 41 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF A LINE 14.7 FEET NORTH OF THE EAST AND WEST CENTER LINE OF THE NORTH ½ OF SAID SECTION (EXCEPT RIGHT OF WAY OF THE DES PLAINES VALLEY RAILWAY) EXCEPT THAT PART TAKEN FOR OAKTON STREET BY DOCUMENT NUMBER 10627381 TOGETHER WITH THE EAST 102 FEET OF LOT 1 AND THAT PART OF LOT 6 LYING NORTHERLY OF A 19 FEET SWITCH TRACK EASEMENT IN GEORGE H. GEIL'S SUBDIVISION OF THAT PART OF THE SOUTH ½ OF THE NORTH ½ AND SOUTH 14.70 FEET OF THE NORTH ½ OF THE NORTH ½ OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE RIGHT OF WAY OF THE DES PLAINES VALLEY RAILWAY AS SHOWN ON PLAT OF RECORD SEPTEMBER 10, 1928 AS DOCUMENT NUMBER 101421179, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 4 IN ANDERSON-MILLER DES PLAINES INDUSTRIAL PARK, BEING A RESUBDIVISION OF PARTS LOTS 5 AND 6 IN GREWE'S SUBDIVISIONS OF THAT PART OF THE NORTHWEST FRACTIONAL QUARTER AND WEST ½ OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF A LINE 12.70 FEET NORTH OF THE EAST AND WEST CENTER LINE OF THE NORTH ½ OF SAID SECTION (EXCEPT THE RIGHT OF WAY OF THE DES PLAINES VALLEY RAILWAY) IN MAIN TOWNSHIP, ALL IN COOK COUNTY, ILLINOIS.

Commonly known as 65 Bradrock Drive, Des Plaines, Illinois

PINs: 09-30-100-039-0000  
09-30-100-048-0000



COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: April 20, 2023

To: Michael G. Bartholomew, City Manager

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

Subject: **827 Elmhurst Road – Proposed Oil Change Business**  
Consideration of Conditional Use for an Auto Service Repair Use in the C-3 District at 827 Elmhurst Road, Case #22-054-CU (8<sup>th</sup> Ward)

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**Issue:** The petitioner is requesting a conditional use permit to allow an auto service repair use in the C-3 General Commercial district at 827 Elmhurst Road.

**Petitioner:** GW Property Group, LLC (Representative: Mitch Goltz, 2211 N. Elston Avenue, Suite 400, Chicago, IL 60614)

**Owner:** RDK Ventures, LLC c/o Mac's Convenience Stores, LLC, P.O. Box 347, 4080 W. Jonathan Moore Pike, Columbus, IN 47201

**Case Number:** 22-054-CU

**PIN:** 08-24-100-031-0000

**Ward:** #8, Alderman Shamoan Ebrahimi

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

**Existing Land Use:** Vacant Lot (previous auto fuel station)

**Surrounding Zoning:** North: C-3 General Commercial District  
South: C-3 General Commercial District  
East: C-3 General Commercial District  
West: C-3 General Commercial District

**Surrounding Land Use:** North: Grocery Store (Commercial)  
South: Bank (Commercial)  
East: Grocery Store (Commercial) / Shopping Center (Commercial)  
West: Shopping Center (Commercial)

**Street Classification:** Elmhurst Road is classified as an other principal arterial road.

**Comprehensive Plan:** The Comprehensive Plan illustrates the site as commercial.

**Zoning/Property History:** Based on City records, the subject property was used as an auto filling station until 2019. Since then, the fuel station has been demolished and the property has been vacant. The subject 20,099-square-foot (0.46-acre) vacant property is in the C-3 General Commercial district. The subject property fronts Elmhurst Road but is accessed via a single access point through the Jewel-Osco parking lot at 811 Elmhurst Road. As such, a cross-access agreement exists between the property owner—RDK Ventures, LLC c/o Mac’s Convenience Stores, LLC—and Jewel-Osco.

The PZB conducted a public hearing on January 10, 2023, to review the conditional use application for the proposed auto service use and voted 5-0 to recommend approval to the City Council. However, before the City Council could consider the necessary approving ordinance, the petitioner informed City staff that they would need to alter the Site Plan in a way that affected circulation and was notably different than what was presented in the public hearing. The petitioner elected to withdraw that petition and resubmit the new Site Plan for the PZB’s new consideration and public hearing, for which due noticing has occurred pursuant to the Zoning Ordinance.

**Project Description:**

*Overview*

The petitioner has requested a Conditional Use Permit to allow the construction of a new automotive service repair use, Strickland Oil, at 827 Elmhurst Road. An oil change business falls underneath an auto service repair use, which requires a conditional use permit in the C-3 district. While the proposed use has stayed the same, the proposed Site Plan and site access has changed from the original Site Plan heard by the PZB. The first plan utilized the one existing full-access curb-cut off the Jewel-Osco property in line with the existing drive aisle on the Jewel-Osco parking lot for all access to and from the subject property. After conversations with Jewel-Osco, the petitioner provided a new submittal on March 22, 2023 that changes the originally proposed entrance/exit curb-cut to an exit-only curb-cut and creates a new entrance/exit curb-cut at the rear of the subject property as a second connection to the Jewel-Osco parking. As a result, the attached Site Plan, Landscape Plan, and Photometric Plan have been updated to reflect the new submittal for the subject property.

*Proposed Development*

The petitioner proposes to redevelop the subject property by building a new 1,700-square-foot, single-story building with surface parking area, dumpster enclosure, and freestanding monument sign. The proposed building consists of three service bays, lobby area, unisex restroom, and office/waste oil storage area. The proposal includes the addition of both five-foot-wide parking lot landscaping areas around the perimeter of the parking area and three-foot-wide foundation landscape areas around the north and south elevations of the building as required in Sections 12-10-8 and 12-10-10 of the Zoning Ordinance. The new submittal has reduced the amount of proposed landscaping on the subject property. However, the minimum requirements have been met.

New exterior lighting is also proposed for the new development as shown on the attached Photometric Plan. Section 12-12-10 restricts the amount of excess light that can bleed into surrounding properties based on the zoning of the properties surrounding the subject property. Since the subject property is surrounded by C-3-zoned properties, a maximum of 2.0 foot-candles is allowed. The attached Photometric Plan indicates that the exterior lighting will not exceed 1.3 foot-candles in conformance with the applicable regulations. The new submittal has resulted in a proposed third freestanding light post located next to the rear entrance/exit access point and north property line. While this does add more lighting on the subject property, the revised and attached Photometrics Plan indicates that the requirements have been met.

The change in site access adjusts the overall circulation of the subject property, directing a majority of the exiting traffic to the far southwest corner of the Jewel-Osco property in line with the existing Jewel-Osco parking lot drive aisle, but does provide a secondary exit at the rear of the building as shown in the revised and attached Site Plan. While this revised plan does provide two exits as opposed to the one proposed in the original plan, there may be concerns with the single entrance at the rear of the property regarding potential vehicle stacking on the Jewel-Osco property and lack of vehicle-pedestrian separation, which is a factor reviewed in accordance with the Site Plan Review standards. Nonetheless, the proposed driveway widths for both the one-way and two-way drive aisles meet the standards in Section 12-9-6 of the Zoning Ordinance. However, the City Council may wish to have the petitioner elaborate on the reason for this change, the anticipated benefits of this design, and how potential issues with its design have been addressed.

#### *Off-Street Parking*

Auto repair facilities are required to provide two parking spaces per service bay, plus one space for every 200 square feet of accessory retail. As a result, a total of seven off-street parking spaces, including a minimum of one mobility-impaired accessible parking space, are required. The Site Plan illustrates a total of 14 parking spaces, including one mobility-impaired accessible space, which meets this standard. All proposed standard parking spaces are proposed to be nine-feet-wide by 18-feet-long in conformance with Section 12-9-6 of the Zoning Ordinance. The one proposed accessible parking space is designed to be 18-feet-wide by 18-feet-long, which meets the standards in Section 12-9-8.

#### *Business Operations*

Strickland Oil proposes to operate from 8 a.m. to 7 p.m. Monday through Friday, 8 a.m. to 5 p.m. on Saturdays, and 10 a.m. to 5 p.m. on Sundays. Their services include stay-in-your-car oil changes, state inspections, tire rotations, air filter replacement, wiper blade replacement, and coolant and washer fluid refills. During normal operations, a total of 3-4 employees will be on site at a given time. Please see the attached Project Narrative for more information.

**Conditional Use Findings:** Conditional Use requests are subject to the standards set forth in Section 12-3-4.E of the Zoning Ordinance. Rationale for how the proposed amendments would satisfy the standards is provided below and in the petitioner's response to standards. The PZB may use this rationale toward its recommendation, or the Board may adopt its own.

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

*Comment:* Auto service repair is a Conditional Use, as specified in Section 12-7-3.K. of the Zoning Ordinance for properties in the C-3 General Commercial District.

PZB Additions or Modifications (if necessary): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_.

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

*Comment:* The Comprehensive Plan illustrates this property as commercial. The Comprehensive Plan strives to foster growth and redevelopment of existing commercial corridors to retain new businesses in Des Plaines. The addition of a new commercial development meets this intent while also repurposing a vacant lot along a major commercial corridor in Des Plaines.

PZB Additions or Modifications (if necessary): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_.

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

*Comment:* The petitioner proposes to repurpose the property with a new commercial development designed to be consistent with and complementary to the surrounding commercial uses in the area. The proposed improvements, including landscaping, will transform the vacant property into a new use that will benefit the site from both a functional and aesthetic standpoint.

PZB Additions or Modifications (if necessary): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_.

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

*Comment:* The proposed automotive repair use will not be hazardous or distributing to neighboring uses because all operations will be conducted within this building. The proposed landscape screening and exterior lighting is designed to minimize the impact on surrounding properties. In addition, the proposed business will provide new services to Des Plaines' residents.

PZB Additions or Modifications (if necessary): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_.

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

*Comment:* The subject property was adequately served by essential public facilities and services when the previous auto filling station was in operation. The proposed auto service repair use will also be adequately served by public facilities and services as the existing access point from Elmhurst Road via the Jewel-Osco parking lot will remain unchanged. However, the changes in the access from the Jewel-Osco parking lot to the subject property will alter the access into the property by limiting all entering traffic to the rear of the subject property.

PZB Additions or Modifications (if necessary): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

*Comment:* The proposed auto service repair facility will not create a burden on public facilities or be a detriment to the economic well-being of the community. When compared to the previous auto filling station, there is no anticipated increase in demand for public facilities as a result of the Conditional Use Permit for a new auto service repair use.

PZB Additions or Modifications (if necessary): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

*Comment:* The proposed auto service repair use is not anticipated to create additional traffic as compared to the previous auto filling station. None of the proposed activities occurring on site will be detrimental to the public. Staff has notified the petitioner of the required mechanical systems that will need to be installed to reduce the production of traffic, noise, smoke fumes, glare, and odors generating from this use.

PZB Additions or Modifications (if necessary): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

*Comment:* The proposed auto service repair use will not create an interference with traffic on surrounding public thoroughfares. There will be no changes to the existing access point onto the property through the Jewel-Osco parking lot from Elmhurst Road that was utilized by the previous auto filling station.

PZB Additions or Modifications (if necessary): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

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

*Comment:* The proposed auto service repair use would not cause the destruction, loss, or damage of any natural, scenic or historic features since the site was already developed for the use of an auto filling station. The petitioner will redevelop the site with a freestanding building and add landscaping and screening to improve the aesthetics of the property.

PZB Additions or Modifications (if necessary): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

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

*Comment:* The proposed auto service repair use meets all other requirements of the Zoning Ordinance for the C-3 General Commercial District. No variations or additional actions are requested beyond the Conditional Use Permit.

PZB Additions or Modifications (if necessary): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**PZB Recommendation and Conditions:** The PZB a held a public hearing on January 10, 2023 to consider the original request. Their rationale for recommendations is captured in the excerpt to the approved minutes of the January 10, 2023 meeting. The PZB voted 5-0 to *recommend approval of* the conditional use request. After the original request was withdrawn by the petitioner and a revised request was submitted, the PZB held a public hearing on April 11, 2023 to consider the revised request. Their rationale for recommendations is captured in the excerpt to the draft minutes of the April 11, 2023 meeting. The PZB voted 7-0 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-9-23. Should the City Council vote to approve the requests, staff and the PZB recommend the following conditions.



## **Conditions of Approval:**

1. Vehicles related to the business cannot be stored or parked overnight on the surrounding streets.
2. No damaged or inoperable vehicles shall be parked or stored outside at any time.
3. A revised cross-access agreement between the ownership of the subject property and the property at 811 Elmhurst (Jewel-Osco) will be provided at the time of building permit approval and maintained throughout the operation of the conditional use.
4. That all submitted permit documents shall be sealed and signed by a design professional licensed in the State of Illinois and must comply with all City of Des Plaines building codes.
5. That a Do Not Enter sign shall be installed at the front exit curb-cut and stop signs installed at both proposed exits on the subject property.

## **Attachments:**

Attachment 1: Location Map

Attachment 2: Site and Context Photos

Attachment 3: ALTA/ACSM Land Title Survey

Attachment 4: Petitioner's Standards for Conditional Uses (*New Submittal on March 22, 2023*)

Attachment 5: Petitioner's Project Narrative (*New Submittal on March 22, 2023*)

Attachment 6: Sign Plan (*New Submittal on March 22, 2023; Revised on March 31, 2023*)

Attachment 7: PZB Chairman Szabo Memo to Mayor and City Council

Attachment 8: Excerpt of Approved Minutes from the January 10, 2023 PZB Meeting

Attachment 9: Excerpt of Draft Minutes from the April 11, 2023 PZB Meeting

## **Ordinance Z-9-23**

Exhibit A: Business Narrative (*New Submittal on March 22, 2023; Revised on March 31, 2023*)

Exhibit B: Site Plan (*New Submittal on March 22, 2023; Revised on March 31, 2023*)

Exhibit C: Floor Plan (*New Submittal on March 22, 2023*)

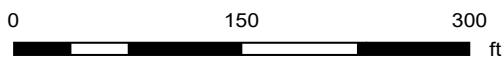
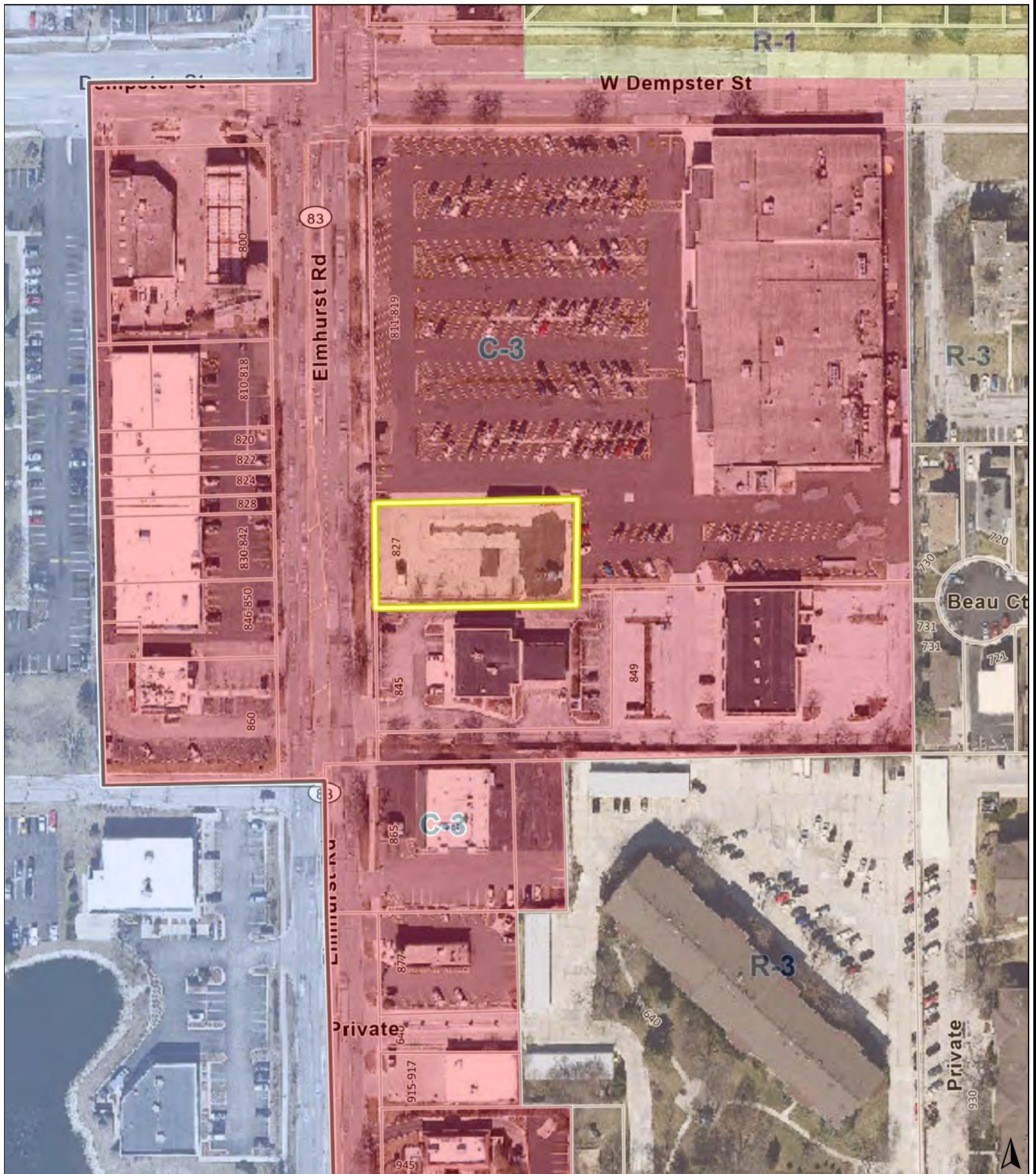
Exhibit D: Front Elevation (*New Submittal on March 22, 2023; Revised on March 31, 2023*)

Exhibit E: Rear Elevation (*New Submittal on March 22, 2023; Revised on March 31, 2023*)

Exhibit F: Photometrics Plan (*New Submittal on March 22, 2023; Revised on March 31, 2023*)

Exhibit G: Landscape Plan (*New Submittal on March 22, 2023; Revised on March 31, 2023*)

Exhibit H: Unconditional Agreement and Consent



Print Date: 1/4/2023

Notes

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



827 Elmhurst Rd – Public Notice



827 Elmhurst Rd – Looking Southeast at Existing Lot



827 Elmhurst Rd – Looking Southwest at Existing Lot



827 Elmhurst Rd – Looking West at Existing Lot

**NOTES CORRESPONDING TO SCHEDULE B**

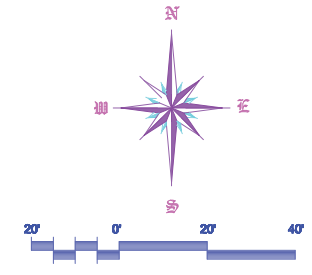
- AS PER COMMITMENT NO. 1401 008861057 D1, DATED JUNE 22, 2011.
- 20. AGREEMENT MADE BY DES PLAINES-DEMPSTER PROPERTIES, INC., A CORPORATION OF DELAWARE, WITH JETCO PROPERTIES, INC., A CORPORATION OF DELAWARE, DATED OCTOBER 19, 1964 AND RECORDED OCTOBER 22, 1964 AS DOCUMENT 19281756 FOR A PARTY WALL TO BE CREATED ON EXISTING IMPROVEMENTS ON THE LAND. (DOES NOT AFFECT LOT 2)
- 21. EASEMENT IN FAVOR OF THE ILLINOIS BELL TELEPHONE COMPANY AND COMPANY, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED/FILED AS DOCUMENT NO. 19286573, AFFECTING THE EAST 10 FEET OF DDT 1, AND OTHER PROPERTY NOT NOW IN QUESTION. (DOES NOT AFFECT LOT 2)
- 22. TERMS, PROVISIONS AND CONDITIONS OF THE AGREEMENT MADE BY AND BETWEEN THE CITY OF DES PLAINES AND DES PLAINES-DEMPSTER PROPERTIES, INC., RECORDED DECEMBER 2, 1983 AS DOCUMENT 26882542, RELATING TO THE REGULATION OF TRAFFIC. (AFFECTS LOT 2, BLANKET IN NATURE, NOTHING TO PLOT.)
- 23. 5 FOOT BUILDING LINE AS SHOWN ON THE PLAT OF VANDERCAR SUBDIVISION RECORDED AS DOCUMENT 0817016012, OVER THE EAST AND WEST LINE OF LOT 1 AND OVER A PORTION OF THE NORTH LINE OF LOT 1, AND OVER THE WEST LINE OF LOT 2. (AFFECTS LOT 2, SHOWN HEREON)
- 24. EASEMENT FOR PUBLIC UTILITY AND DRAINAGE AS SHOWN ON THE PLAT OF SUBDIVISION AFORESAID, AS FOLLOWS:  
OVER THE EAST 5 FEET, THE SOUTH 5 FEET, THE SOUTH 5 FEET OF THE MOST NORTHERLY SOUTH LINE, AND OVER THE WEST 5 FEET OF THE MOST EASTERLY WEST LINE OF LOT 1,  
THE NORTH, EAST AND SOUTH 5 FEET OF LOT 2. (AFFECTS LOT 2, SHOWN HEREON)
- 25. EASEMENT IN FAVOR OF SEC/AT&T, ILLINOIS BELL TELEPHONE CO. (AMERITECH), THE COMMONWEALTH EDISON COMPANY, NORTHERN ILLINOIS G&B COMPANY, COMCAST AND WIDE OPEN WEST, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE PLAT RECORDED/FILED AS DOCUMENT NO. 0817016012, AFFECTING THOSE PORTIONS OF THE LAND SHOWN WITHIN THE DOTTED LINES AND MARKED "PUBLIC UTILITY EASEMENT" "COMMON AREA OR AREAS". (AFFECTS LOTS 1 AND 2) (AFFECTS LOT 2, SHOWN HEREON)
- 26. NOTATION AS SHOWN ON THE PLAT OF SUBDIVISION, AFORESAID:  
EACH OWNER, AS GRANTOR, HEREBY GRANTS TO THE OTHER OWNERS, A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS BY VEHICULAR AND PEDESTRIAN TRAFFICS AND VEHICULAR PARKING, SUBJECT TO CONDITIONS OF THE DECLARATION OF RESTRICTIONS AND EASEMENTS.  
EACH OWNER, AS GRANTOR, HEREBY GRANTS TO THE OTHER OWNERS, A NON-EXCLUSIVE EASEMENT FOR PUBLIC OR PRIVATE UTILITIES OR UNDERGROUND FACILITIES, INCLUDING STORMWATER DETENTION, SUBJECT TO THE CONDITIONS OF THE DECLARATION OF RESTRICTIONS AND EASEMENTS. (AFFECTS SUBJECT PROPERTY, BLANKET IN NATURE, NOTHING TO PLOT.)
- 27. EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN THE DECLARATION OF RESTRICTIONS AND EASEMENTS EXECUTED BETWEEN ELMHURST AND DEMPSTER, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY AND JETCO PROPERTIES, INC., A DELAWARE CORPORATION, RECORDED JUNE 18, 2008 AS DOCUMENT 0817016013. (AFFECTS THE LAND AND OTHER PROPERTY) (AFFECTS SUBJECT PROPERTY, BLANKET IN NATURE, NOTHING TO PLOT)

**LEGAL DESCRIPTION**

LOTS 1 AND 2 IN VANDERCAR SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 18, 2008 AS DOCUMENT 0817016012, IN COOK COUNTY, ILLINOIS.

FOR THE PURPOSES OF THIS SURVEY ONLY LOT 2 WAS SURVEYED. LOT 1 IS OWNED BY THE SAME JEWEL/OSCO COMPANY. THE FUEL CENTER IS ONLY ON LOT 2.

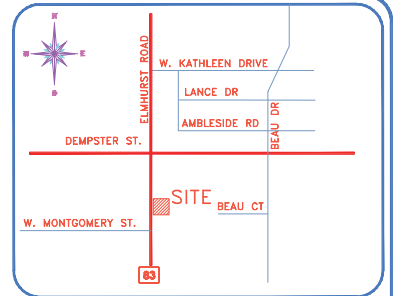
**ALTA/ACSM LAND TITLE SURVEY**



**SCALE: 1" = 20'**  
THIS DRAWING WAS CREATED TO BE VIEWED IN DIGITAL FORMAT. IF IT IS REPRODUCED OR VIEWED IN PDF OR ANY OTHER ELECTRONIC FORMAT, IT MAY NOT BE TO SCALE.

**NORTH INDEX IS DEED, (DATE AND SOURCE) AND/OR N.C. GRID, NAD 83 OR 27**

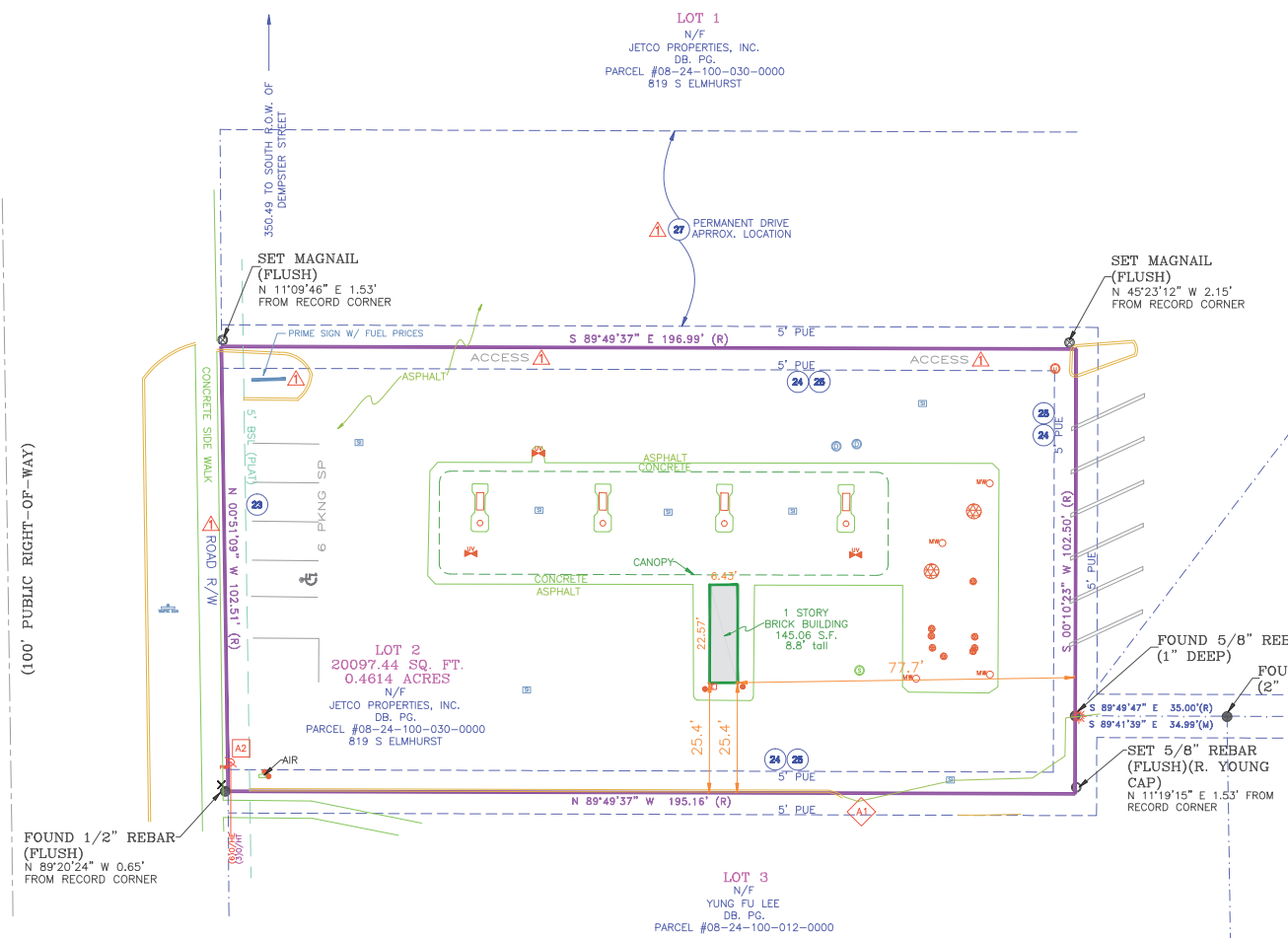
FOUND 1/2" PIPE (1" DEEP)



**VICINITY MAP**  
NOT TO SCALE

**STANDARD LEGEND**

- |                           |                              |                                |
|---------------------------|------------------------------|--------------------------------|
| ● MONUMENT FOUND          | ⊗ POWERPOLE                  | —SS— SALLSEWER LINE            |
| ■ MONUMENT SET            | ⊗ GUY WIRE                   | ⊗ SEWER MANHOLE                |
| ■ P.K. NAIL FOUND         | ⊗ LIGHT POLE                 | ⊗ GREASE TRAP                  |
| ⊗ P.K. NAIL SET           | ⊗ GROUND LIGHT               | ⊗ CLEAN OUT                    |
| ⊗ MAG NAIL FOUND          | ⊗ STREET LIGHT POLE          | —SD— STORM DRAIN LINE          |
| ⊗ MAG NAIL SET            | ⊗ AIR CONDITIONER            | ⊗ STORM INLET                  |
| ⊗ FOUND X MARK            | ⊗ ELEC. TRANSFORMER          | ⊗ CURB INLET                   |
| ⊗ SET X MARK              | ⊗ BURIED ELECTRIC            | ⊗ PAY PHONE                    |
| ▲ R.R. SPIKE FOUND        | ⊗ OVERHEAD ELECTRIC          | ⊗ TELEPHONE BOX                |
| ▲ R.R. SPIKE SET          | ⊗ ELECTRIC MANHOLE           | ⊗ TELEPHONE MANHOLE            |
| ⊕ BENCHMARK               | ⊗ ELECTRIC METER             | ⊗ TELEPHONE POLE               |
| ⊗ CONC. P/W MARKER        | ⊗ ELECTRIC BOX               | ⊗ TELEPHONE LINE               |
| (R) RECORD DATA           | ⊗ WATER METER                | ⊗/HT TELEPHONE LINE            |
| (M) MEASURED DATA         | ⊗ WATER VALVE                | ⊗/HT OVERHEAD TELEPHONE        |
| (C) CALCULATED DATA       | ⊗ HYDRANT                    | ⊗ UNDERGROUND TELEPHONE MARKER |
| R/W RIGHT OF WAY          | ⊗ BACK FLOW PREVENTER        | ⊗ CABLE TELEVISION             |
| BRK. BACK SET LINE        | ⊗ FIRE DEPARTMENT CONNECTION | ⊗ FIBER OPTIC CABLE            |
| RCF REINFORCED CONC. PIPE | ⊗ FIRE PROTECTION W/VE       | ⊗ OVERHEAD CABLE               |
| CMF CORRUGATED METAL PIPE | ⊗ HOSE BIBB                  | ⊗ CABLE BOX                    |
| PLC PLASTIC PIPE          | ⊗ GAS VALVE                  | ⊗ UNDERGROUND CABLE MARKER     |
| W/L METAL                 | ⊗ GAS METER                  | ⊗ TELECOMMUNICATIONS MANHOLE   |
| AGL ABOVE GROUND LEVEL    | ⊗ GAS MARKER                 | ⊗ TELECOMMUNICATIONS PEDestal  |
| F.P. FOOTPRINT            | ⊗ GAS MANHOLE                | ⊗ TRAFFIC POLE                 |
| DECIDUOUS TREE            | ⊗ GAS LINE                   | ⊗ TRAFFIC SIGNAL               |
| LANDSCAPING               | ⊗ BOLLARD                    | ⊗ TRAFFIC MANHOLE              |
| CONIFER                   | ⊗ BORE HOLE MONITORING WELL  | ⊗ TRAFFIC SIGNAL BOX           |
| ⊗ SQUARE METAL LID        | ⊗ MAIL BOX                   | ⊗ SIGN                         |
| ⊗ FUEL TANK LID           | ⊗ UNKNOWN MANHOLE            |                                |
| ⊗ FLAG POLE               | ⊗ FROZEN MANHOLE             |                                |
| ⊗ FROZEN MANHOLE          | ⊗ FENCE                      |                                |



FOUND 1/2" REBAR (FLUSH)  
N 89°20'24" W 0.65'  
FROM RECORD CORNER

FOUND 5/8" REBAR (1" DEEP)  
FOUND 5/8" REBAR (2" DEEP)

SET 5/8" REBAR (FLUSH)(R. YOUNG CAP)  
N 11°19'15" E 1.53'  
FROM RECORD CORNER

**ALTA/ACSM LAND TITLE SURVEY**

**SURVEYOR'S CERTIFICATION**  
TO: CHICAGO TITLE INSURANCE COMPANY, BAKER & DANIELS LLP, MAC'S CONVENIENCE STORES LLC, RDK VENTURES LLC AND JETCO PROPERTIES, INC. THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(a)(b), 7(a)(b)(c), 8, 9, 10a, 11a, 13 & 14 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON SEPTEMBER 29, 2011.  
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.  
FIELD SURVEY: Mike Ward, PLS

For inquiries, questions or concerns about this survey contact [Inquiries@usesurveyor.com](mailto:Inquiries@usesurveyor.com) or call 1-800-867-8783 ext. 200

**U.S. SURVEYOR**  
4929 Riverwind Pointe Drive  
Evansville, Indiana 47715  
"America's Land Surveyor"  
1-800-TO-SURVEY

**PREPARED FOR:**  
**BAKER & DANIELS**

**PROJECT LOCATION:**  
COOK COUNTY, STATE OF ILLINOIS  
STORE #6846

**PROJECT ADDRESS:**  
827 ELMHURST ROAD  
DES PLAINES, IL 60016

**PROJECT TYPE:**  
ALTA/ACSM LAND TITLE SURVEY

**RODNEY K. YOUNG, L.S.**  
ILLINOIS REGISTRATION NO. 2999  
DATE OF CERTIFICATION 10/07/11  
LICENSE EXPIRATION DATE 11/30/12

**SHEET 1 OF 1**

**JOB NUMBER:**  
884062.DWG\_RY

**NOTE:**  
THIS SURVEY SHALL NOT BE USED WITH AN AFFIDAVIT OR LETTER OF ANY KIND FOR REUSE INCLUDING, BUT NOT LIMITED TO, FUTURE CLOSINGS, MORTGAGES, PLAT PLANS, CONSTRUCTION, LANDSCAPING, FENCING, ETC. IT IS A VIOLATION OF THE FEDERAL COPYRIGHT ACT, DIGITAL MILLENNIUM COPYRIGHT ACT TO COPY OR MODIFY AND REUSE THIS SURVEY BEYOND THE DATE AND SCOPE USE, SUPERSEDES ITS ASSOCIATED AND/OR RIGHTS SHALL NOT BE LIABLE FOR USE OF THIS SURVEY BY ANY OTHER ENTITIES OR PERSONS FOR ANY PURPOSE BEYOND THE ORIGINAL DATE, SCOPE.

**FLOOD DATA** This property is in Zone X  
of the Flood Insurance Rate Map, Community Panel No. 17031C.0212J  
which has an effective date of AUGUST 19, 2008 and IS NOT in a Special Flood Hazard Area. Field surveying was not performed to determine this zone. An elevation certificate may be needed to verify this determination or apply for an amendment from the Federal Emergency Management Agency.

**GENERAL NOTES**

1. THIS PROPERTY HAS AN AREA OF 20,097.44 SQUARE FEET OR 0.4614 ACRES OF LAND.
2. THIS PROPERTY IS DESIGNATED BY COOK COUNTY, IL AS TAX MAP ID #08-24-100-030-0000.
3. THERE WAS NO VISIBLE EVIDENCE OF CEMETERIES FOUND AT THE TIME OF THIS SURVEY.
4. THE PROPERTY HAS ACCESS VIA ELMHURST ROAD, WHICH IS A PUBLIC RIGHT-OF-WAY.
5. INTERIOR ROADWAYS APPEAR TO BE PRIVATE, VARIABLE IN WIDTH AND UNNAMED.

**IMPROVEMENT NOTES**

THIS IS A LISTING OF OBSERVED IMPROVEMENTS THAT CROSS DEED LINES. STATEMENT OF OWNERSHIP OR POSSESSION IS NOT THE INTENT OF THIS LISTING.

- A1 ASPHALT CROSSES DEED LINE

**SURVEYOR NOTES**

THIS SURVEY IS SUBJECT TO ANY AND ALL ENFORCEABLE RESTRICTIVE COVENANTS. ITEMS LISTED BELOW MAY REPRESENT AN EASEMENT THAT WAS NOT SHOWN IN SCHEDULE B DOCUMENTS.

- A2 POWERPOLE REPRESENTS POSSIBLE ELECTRIC EASEMENT

**SITE DATA**

ZONING AND RESTRICTIONS SHOWN HEREON WERE OBTAINED BY A GENERAL REQUEST AT THE PUBLIC COUNTER OF THE LOCAL ZONING AUTHORITY. NO REPRESENTATION IS MADE FOR THE ACCURACY OR COMPLETENESS OF SAID THIRD PARTY INFORMATION. THIS FIRM IS NOT AN EXPERT IN THE INTERPRETATION OF COMPLEX ZONING ORDINANCES, COMPLIANCE IS BEYOND THE SCOPE OF THIS SURVEY. ANY USER OF SAID INFORMATION IS URGED TO CONTACT THE LOCAL AGENCY DIRECTLY.

1. ZONING-C-3 COMMERCIAL

SETBACKS-  
-FRONT= 5 FOOT  
-SIDE= 0  
-REAR= 5 FOOT

HEIGHT RESTRICTIONS- NOT TO EXCEED 45'

PARKING PROVIDED-  
-REGULAR= 5 SPACES  
-HANDICAP= 1 SPACES  
TOTAL SPACES PROVIDED= 6 SPACES

PARKING REQUIRED= 2 SPACES FOR EACH PUMP, PLUS 1 SPACE FOR EACH 200 SQ. FT. OF RETAIL SPACE.

RY, PE, PLS  
DATE REVIEWED: \_\_\_\_\_

INT. -  
RECORD CLOSURE 1:500,000+  
MEASURED CLOSURE 1:500,000+

LEGAL DESCRIPTION REVIEWED BY:  
INT. -  
INT. -

CERTIFICATION IS ONLY TO THE PARTIES HEREIN NAMED.  
THIS SURVEY IS NOT VALID FOR ANY FUTURE TRANSACTIONS OF THIS PROPERTY.

**DATE OF ORIGINAL:** OCTOBER 7, 2011  
**REVISION:** CLIENT COMMENTS **DATE:** NOVEMBER 4, 2011  
**REVISION:** **DATE:** **REVISION:** **DATE:**

## STANDARDS FOR CONDITIONAL USES

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

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

**This property is located in the C-3, General Commercial zoning district. Pursuant to Section 12-7-3, the proposed “auto service repair” facility requires a conditional use permit.**

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

**The proposed Oil Change is in accordance with the objectives of the City's Comprehensive Plan by providing a business that enhances the welfare and serviceability of the community through ease of access to annual maintenance and safety checks on patrons vehicles. In addition, the Land Use Plan within the Comprehensive Plan recommends that the community stay within the existing land use framework and locate specific redevelopment opportunities to help realize its vision over the next ten years.**

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

**The proposed design, use and operation will be in harmony with all other elements of compatibility pertinent to the Conditional Use and this particular location. The building design, materials and colors are complementary to the surrounding area and neighboring structures.**

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

**The proposed Oil Change facility is a nationally recognized chain that does not pose a hazard to the safety or health of neighboring uses. Through the implementation of strict safety protocols such as rolling down service bay doors while in use and immediately storing used fluids in special containers, neighboring uses will not have worry about obnoxious noises or smells.**

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

**The proposed Oil Change will not require any disproportionate facilities or services and will not place undue burdens upon existing developments in the area. The prior facility on this property was serviced by the same public facilities and had a greater burden on the systems than our proposed use.**

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

**The proposed Oil Change will not create or cause excessive or additional requirements to the public facilities and services and will not be detrimental to the economic welfare of the community. The prior facility on this property was serviced by the same public facilities and had a greater burden on the systems than our proposed use. Additionally, this new business will help increase the economic welfare of the community by providing jobs and local tax proceed.**

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

**The proposed Oil Change and subsequent conditional use does not involve uses, activities, process or materials that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odor. Through the implementation of strict safety protocols such as rolling down service bay doors while in use and immediately storing used fluids in special containers, neighboring uses will not have worry about obnoxious noises or smells.**

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

**The proposed access provided is similar to what was existing, which ultimately provides adequate and safe vehicular access without causing interference with surrounding thoroughfares and traffic. In addition, this access point will have stop signs in order to mitigate any potential conflicts on site within the shopping center.**

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

**The proposed use is in harmony with all other elements of compatibility pertinent to the site and will not cause any undue destruction, loss or damage to the natural scenic features of the surrounding area. The building shape and size is similar to what was existing, but more importantly will be constructed using more sustainable elements and toned down colors that blend into the overall area more adequately.**

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

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



2211 North Elston, Suite 304  
Chicago, Illinois 60614  
Main: 773.382.0445  
Fax: 773.796.3037

---

November 7, 2022

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

**RE: 827 Elmhurst Road, Des Plaines – Project Narrative**

Dear City of Des Plaines,

GW Properties is proposing a new development on the Southeast corner of Thacker Street and Elmhurst Road in Des Plaines, Illinois. The site would include a 1,700sf free standing oil change and service center located on the former Shell Gas Station outlot parcel to Jewel Shopping Center.

This property would ultimately be transformed from its current state of a vacant gas station into a vibrant development with new business offerings that will be complementary to the surrounding area. Moreover, this project would create many new full-time jobs in Des Plaines and generate thousands of dollars in property and sales tax for the City on an annual basis that do not exist today. This project entails the highest and best use for the property and is a rare opportunity to create one cohesive development that has been thoughtfully designed and considered.

We look forward to working with the City of Des Plaines on all aspects of the proposed development and welcome the opportunity to discuss it soon. If you have any questions, please feel free to contact me.

Regards,

A handwritten signature in blue ink that reads 'Mitch Goltz'.

Mitch Goltz  
Principal  
GW Properties



**827 ELMHURST ROAD  
DES PLAINES, IL 60016**

**FIELD SURVEY REQUIRED**

All dimensions are estimated  
and subject to change upon  
confirmation of field conditions.

DRAWING NO.

**E044049 REV 1**

| BRAND APPROVAL   |       | LANDLORD APPROVAL |       |
|--|-------|-------------------|-------|
| _____  | _____ | _____             | _____ |
| BRAND APPROVAL   | DATE  | LANDLORD APPROVAL | DATE  |
| THIS DRAWING SUPERCEDES ALL OTHER DOCUMENTS PROVIDED CONCERNING THE FABRICATION AND INSTALLATION OF THIS DESIGN.<br>A SIGNATURE ANYWHERE ON THE DRAWING WILL BE TAKEN AS APPROVAL OF THE DESIGN AND SPECIFICATIONS AS NOTED. |       |                   |       |

**REVISIONS**




| DATE:    | REVISION & DESCRIPTION       | DESIGNER |
|----------|------------------------------|----------|
| 11/21/22 | 1. UPDATED SITE/SUMMARY PAGE | MMS      |



**800.861.8006**  
ADVANCESIGNGROUP.COM

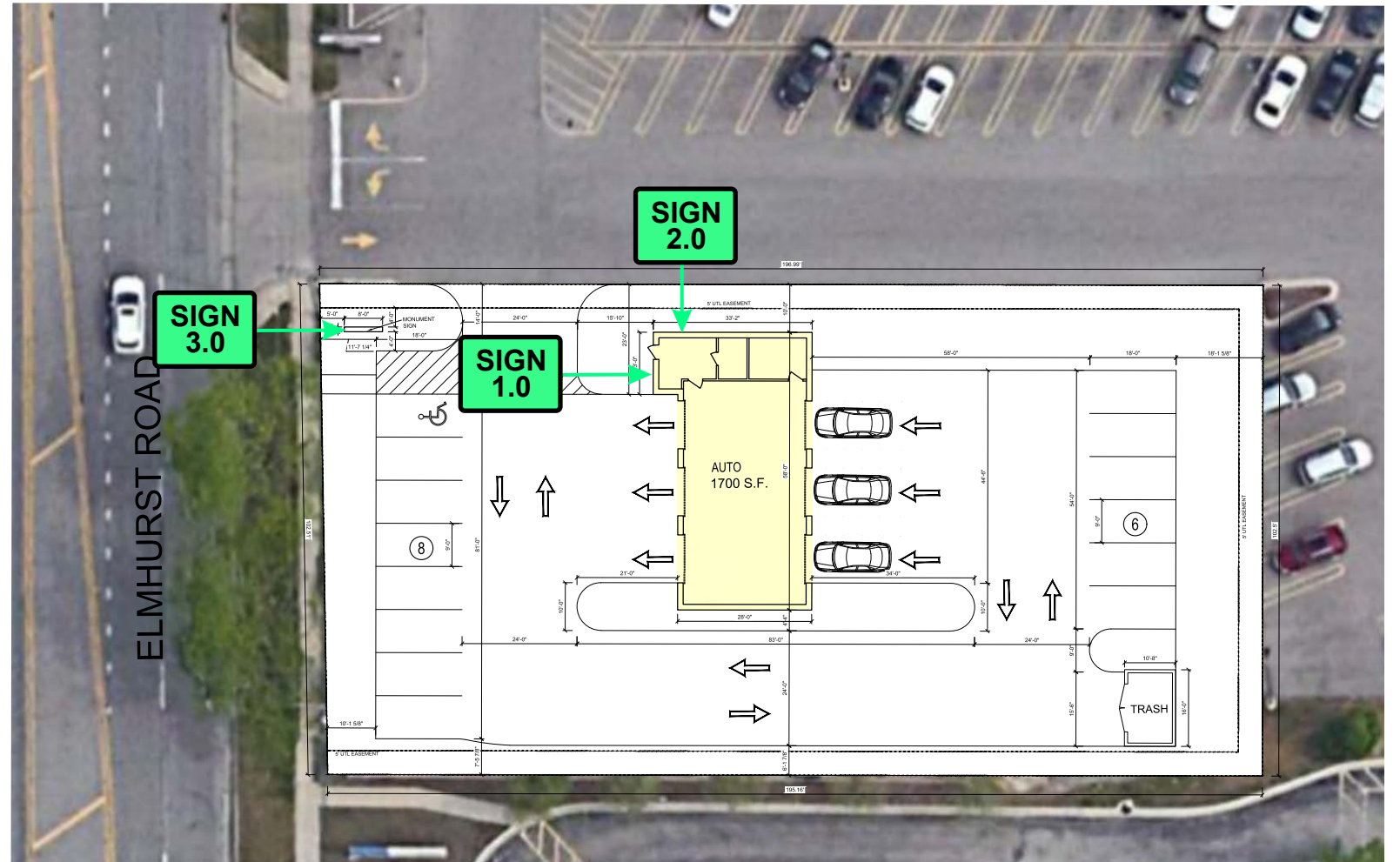


SUMMARY OF SIGNAGE

| SIGN | GRAPHIC   | DESCRIPTION   | SQ FT |
|------|---|---|-------|
| 1.0  |  | - FRONT ELEVATION<br>- (1) ONE REQUIRED<br>- 2" DEEP      | 30.16 |
| 2.0  |  | - NORTH/SIDE ELEVATION<br>- (1) ONE REQUIRED<br>- 2" DEEP | 30.16 |
| 3.0  |  | - ILLUMINATED D/F MOUNUMENT<br>- (1) ONE REQUIRED         | 32.00 |

SITE MAP

NOT TO SCALE



CODE INFO



**STRICKLAND BROTHERS**  
827 ELMHURST RD.  
DES PLAINES, IL 60016

DRAWING NO.  
E044049  
**SUM**  
**/SITE**

DATE OF  
LAST CHANGE:  
**11/21/22**  
REVISION NO.  
**1**

ADDITIONAL INSTALL NOTES:

CONSULTANT:  
**ANDY WASSERSTROM**  
PROJECT MANAGER:  
**H. ANDERSON**  
DESIGNER:  
**MMS**

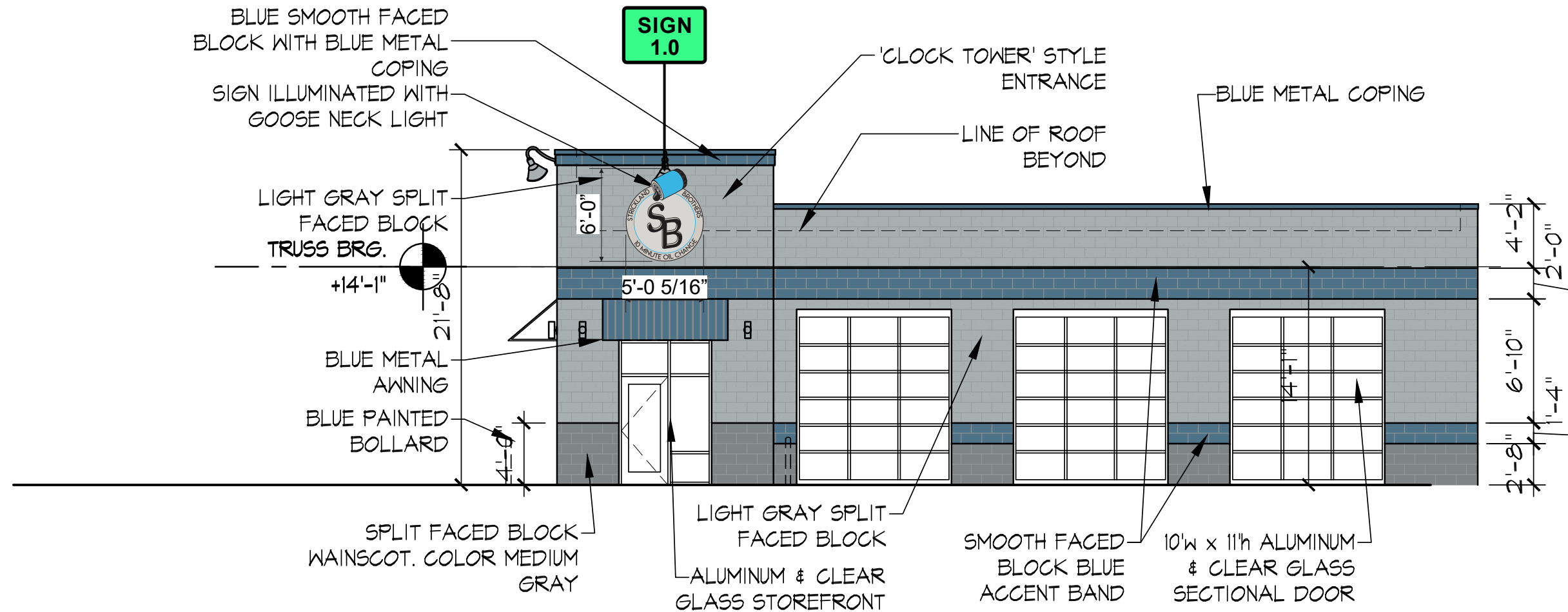
FILE LOC:  
Company\CURRENT PROJECTS\  
STRICKLAND - Franchise\Des Plaines, IL  
111 Production Files\



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STOREFRONT ELEVATION - SIGN 1.0

SCALE: 1.0" = 1'



**STRICKLAND BROTHERS**  
827 ELMHURST RD.  
DES PLAINES, IL 60016

DRAWING NO.  
E044049  
**ELEV**

DATE OF LAST CHANGE:  
**11/21/22**  
REVISION NO.  
**1**

ADDITIONAL INSTALL NOTES:

CONSULTANT:  
**ANDY WASSERSTROM**  
PROJECT MANAGER:  
**H. ANDERSON**  
DESIGNER:  
**MMS**

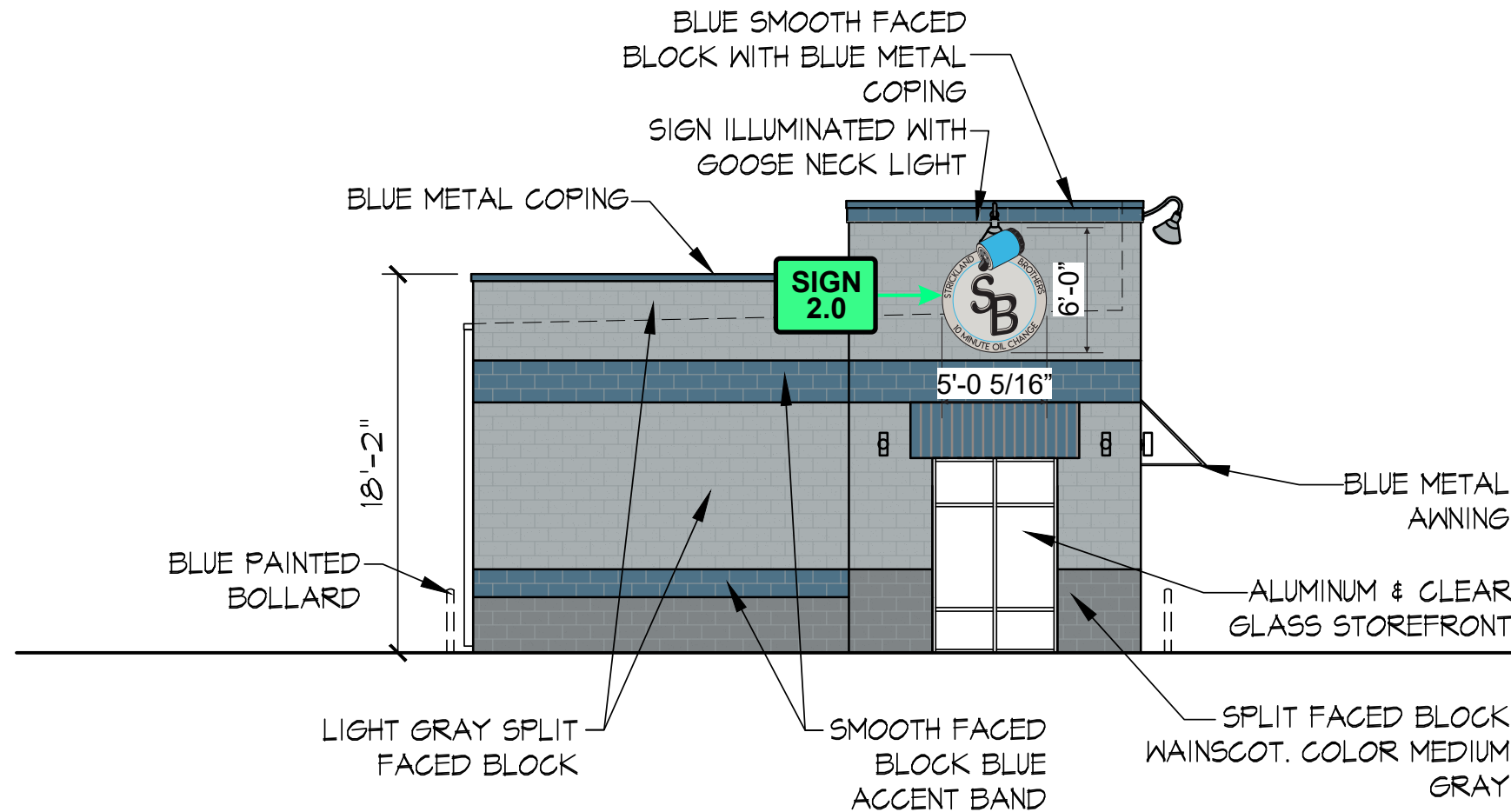
FILE LOC:  
Company\CURRENT PROJECTS\  
STRICKLAND - Franchise\Des Plaines, IL  
111 Production Files\



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SIDE ELEVATION - SIGN 2.0

SCALE: 1/8" = 1'



**STRICKLAND BROTHERS**  
 827 ELMHURST RD.  
 DES PLAINES, IL 60016

DRAWING NO.  
 E044049  
**ELEV**

DATE OF LAST CHANGE:  
 11/21/22  
 REVISION NO.  
**1**

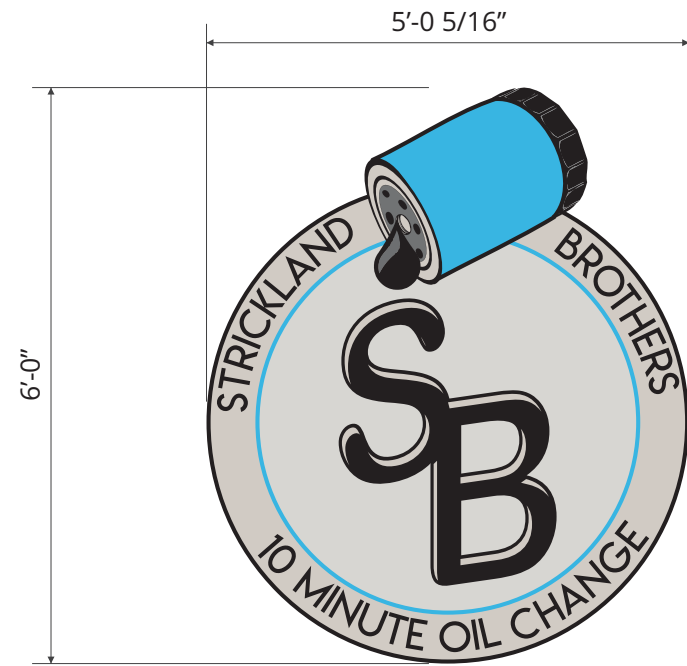
ADDITIONAL INSTALL NOTES:

CONSULTANT:  
**ANDY WASSERSTROM**  
 PROJECT MANAGER:  
**H. ANDERSON**  
 DESIGNER:  
**MMS**

FILE LOC:  
 Company\CURRENT PROJECTS\  
 STRICKLAND - Franchise\Des Plaines, IL  
 111 Production Files



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**NON-ILLUMINATED FABRICATED CABINET**

(QTY. 2) TWO REQUIRED FOR FRONT AND SIDE ELEVATIONS

SCALE 1/2" = 1'-0"

30.16 SQUARE FEET

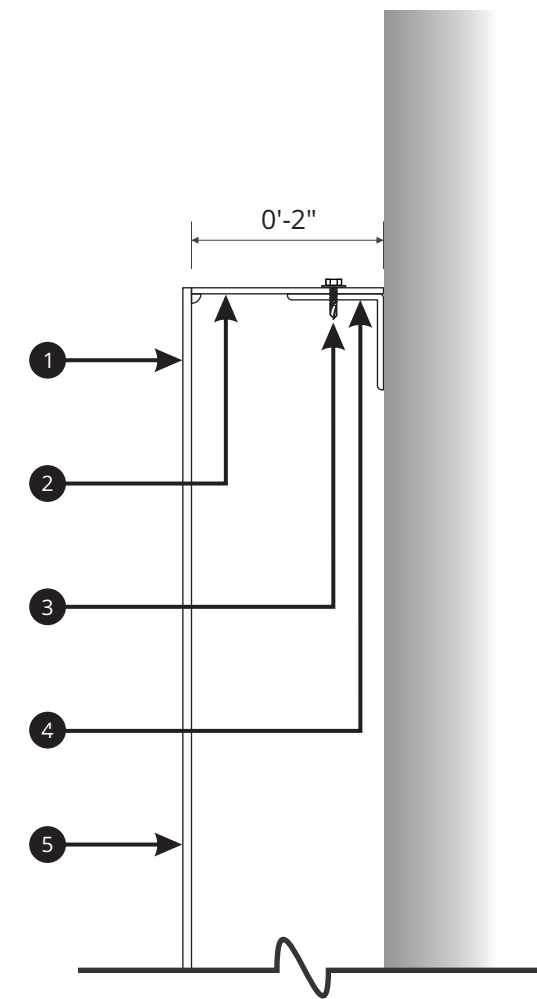
**SIGN DETAIL:**

- 1 .090 ALUMINUM FACE, PAINTED SATIN WHITE
- 2 .063 ALUMINUM RETURNS, 2" DEEP, WELDED TO FACE, PAINTED SATIN WHITE
- 3 SELF TAPPING SCREWS, PAINTED SATIN WHITE
- 4 1" ALUMINUM WALL CLIP WITH WALL ANCHOR (MOUNTING DETAILS - TBD BY SURVEY)
- 5 FIRST SURFACE DIGITAL PRINT WITH UV OVER LAMINATE, APPLIED TO FACE

-  PMS 298 C  
EXACT VINYL 3630-057 OLYMPIC BLUE
-  PMS 427 C  
EXACT VINYL COLOR TBD
-  PMS 420 C  
EXACT VINYL COLOR TBD
-  PMS COOL GRAY 10 C  
EXACT VINYL COLOR TBD

**SECTION DETAIL**

SCALE: 1:2



**STRICKLAND BROTHERS**  
827 ELMHURST RD.  
DES PLAINES, IL 60016

DRAWING NO.  
E044049

SIGN NO.  
**1.0/2.0**

DATE OF  
LAST CHANGE:  
**11/21/22**

REVISION NO.  
**1**

ADDITIONAL INSTALL NOTES:

CONSULTANT:  
**ANDY WASSERSTROM**  
PROJECT MANAGER:  
**H. ANDERSON**  
DESIGNER:  
**MMS**

FILE LOC:  
Company\CURRENT PROJECTS\  
STRICKLAND - Franchise\Des Plaines, IL  
111 Production Files\



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**ILLUMINATED DOUBLE SIDED MONUMENT SIGN**

(QTY. 1) ONE REQUIRED

SCALE 1/2" = 1'-0"

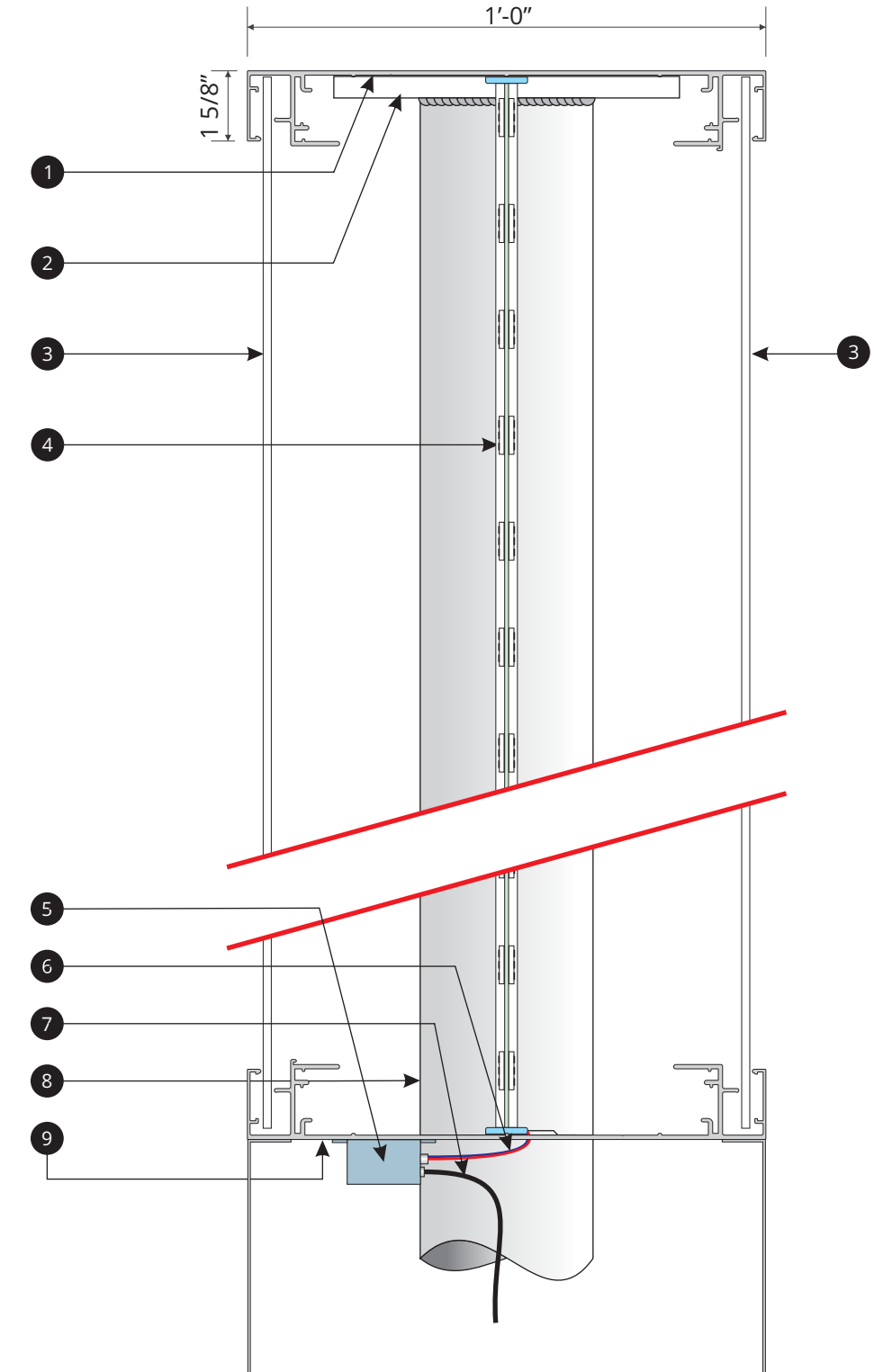
32.00 SQUARE FEET

**SIGN DETAIL:**

- 1 ALUMINUM EXTRUSION CABINET: TOP/BOTTOM: #1924; SIDES: ##1929 BODY WITH #1944 RETAINERS
- 2 1/2" THICK STEEL MOUNTING PLATES
- 3 WHITE ACRYLIC FACES WITH DIGITALLY PRINTED FIRST SURFACE VINYL.
- 4 WHITE LED ILLUMINATION (QTY & PLACEMENT DETERMINED BY SIGN SIZE)
- 5 REMOTE 120V/277V POWER SUPPLIES MOUNTED INSIDE UL LISTED/RECOGNIZED BOXES
- 6 UL LISTED/RECOGNIZED 18 AWG/2PLTC WIRING AND FIXTURES GOING TO POWER SUPPLIES
- 7 SIGN TO HAVE AN 8'-0" WHIP
- 8 MOUNTING HARDWARE **TO BE DETERMINED**
- 9 WEEP HOLES
- 10 BASE PROVIDED BY OTHERS
- 11 1/2" ACRYLIC FCO LETTERS MOUNTED TO BASE WITH STUDS

**SECTION DETAIL**

SCALE: NTS



**STRICKLAND BROTHERS**  
827 ELMHURST RD.  
DES PLAINES, IL 60016

DRAWING NO.  
E044049

SIGN NO.  
**3.0**

DATE OF  
LAST CHANGE:  
**03/28/23**

REVISION NO.  
**3**

ADDITIONAL INSTALL NOTES:

CONSULTANT:  
**ANDY WASSERSTROM**  
PROJECT MANAGER:  
**H. ANDERSON**  
DESIGNER:  
**MMS**

FILE LOC:  
Company\CURRENT PROJECTS\  
STRICKLAND - Franchise\Des Plaines, IL  
111 Production Files\



**800.861.8006**  
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April 12, 2023

Mayor Goczkowski and Des Plaines City Council  
CITY OF DES PLAINES

**Subject:** Planning and Zoning Board, 827 Elmhurst Road, 22-054-CU, 8<sup>th</sup> Ward

**RE:** Consideration of Conditional Use for an Auto Service Repair Use in the C-3 District

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board (PZB) held a public hearing on April 11, 2023 to consider a Conditional Use for an Auto Service Repair use at 827 Elmhurst Road to allow a new oil change business.

1. Mitch Goltz, petitioner, introduced the proposed conditional use request, explaining that they originally came before the Board on January 10, 2023 with this request and a Site Plan with one proposed entrance and exit curb-cut, which was recommended for approval by PZB. However, after discussions with Jewel-Osco, whose property is utilized to access the subject property, a second curb-cut was added to address Jewel-Osco's concerns related to queuing and traffic volume. As such, they are back at PZB with the new Site Plan providing an entrance/exit curb-cut at the northeast corner of the property and an exit-only curb-cut at the northwest corner of the property. Mr. Goltz confirmed that there are no proposed changes to the business operations discussed with the original request.
2. PZB members asked if there are any concerns with exiting traffic on the northwest curb-cut of the subject property with the northbound traffic on Elmhurst Road turning into the Jewel-Osco; if there will be stop signs added at all proposed exits on the site; and if the proposed business will utilize the same footprint as the previous filling station. Mr. Goltz responded that there were no concerns with unsafe motorist interactions at the northwest corner of the site based on their analysis despite the existing trees along Elmhurst Road and the proposed monument sign mentioned by staff; that stop signs will be provided at all property exits to control an anticipated low traffic volume for the proposed oil change business; and that the proposed use will utilize the same boundaries of the subject property as the previous auto filling station but not the same building footprint, as the proposed building footprint is smaller than the previous auto filling station building and canopy structures.
3. CED staff summarized the staff report with slides noting the differences between the original site plan and new site plan for the proposed use. Staff also noted the recommended conditions of approval for this request, specifically identifying a new condition requiring the petitioner to add stop signs at all exits and a do not enter sign at the exit-only curb-cut to appropriately direct motorists and control traffic flow.
4. One member from the public who resides at the Country Acres townhouse development at 640 Murray Lane spoke on this request, identifying a variety of concerns with the proposal ranging from traffic, safety, access, overnight parking, noise, and decline in property values. Mr. Goltz responded that the proposed use is a low impact use that will utilize the existing curb-cut to the Jewel-Osco property and improve the subject property overall. He added that this use does not require much parking and that overnight parking would not occur on the subject property. He concluded that the proposed use will not provide any additional traffic as compared with the previous auto filling station.

5. The PZB voted 7-0 to recommend approval of the conditional use for an auto service repair use with the conditions found in the staff report.

Respectfully submitted,

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

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

**Applications**

**1. Address:** 827 Elmhurst Road

**Case Number:** 22-054-CU

The petitioner is requesting a conditional use permit to operate an auto service repair use in the C-3 zoning district and any other variations, waivers, and zoning relief as may be necessary.

- Petitioner:** GW Properties (Representative: Mitch Goltz, 2211 N. Elston Avenue, Suite 400, Chicago, IL 60614)
- Owner:** RDK Ventures, LLC c/o Mac’s Convenience Stores, LLC, P.O. Box 347, 4080 W. Jonathan Moore Pike, Columbus, IN 47201
- Case Number:** 22-054-CU
- PIN:** 08-24-100-031-0000
- Ward:** #8, Alderman Shamoan Ebrahimi
- Existing Zoning:** C-3 General Commercial District
- Existing Land Use:** Vacant Lot (previous auto fuel station)
- Surrounding Zoning:** North: C-3 General Commercial District  
South: C-3 General Commercial District  
East: C-3 General Commercial District  
West: C-3 General Commercial District
- Surrounding Land Use:** North: Grocery Store (Commercial)  
South: Bank (Commercial)  
East: Grocery Store (Commercial) / Shopping Center (Commercial)  
West: Shopping Center (Commercial)
- Street Classification:** Elmhurst Road is classified as another principal arterial road.
- Comprehensive Plan:** The Comprehensive Plan illustrates the site as commercial.
- Zoning/Property History:** Based on City records, the subject property was used as an auto filling station until 2019. Since then, the fuel station has been demolished and the property has been vacant.
- Project Description:** The petitioner has requested a Conditional Use Permit to allow the construction of a new automotive service repair use, Strickland Oil, at 827 Elmhurst Road. The subject 20,099-square-foot (0.46-acre) vacant property is in the C-3 General Commercial district. An oil change business falls underneath an auto service



repair use, which requires a conditional use permit in the C-3 district.

The petitioner proposes to redevelop the subject property by building a new 1,700-square-foot, single-story building with surface parking area, dumpster enclosure, and freestanding monument sign. The proposed building consists of three service bays, lobby area, unisex restroom, and office/waste oil storage area. The subject property fronts Elmhurst Road but is accessed via a single access point through the Jewel-Osco parking lot at 811 Elmhurst Road. The proposal does not include any changes to the existing access point or the addition of new access points. The proposal includes the addition of both three-foot-wide foundation landscape areas around the north and south elevations of the building, and five-foot-wide parking lot landscaping areas around the perimeter of the parking area as required in Sections 12-10-8 and 12-10-10 of the Zoning Ordinance. New exterior lighting is also proposed for the new development as shown on the Photometric Plan. Section 12-12-10 restricts the amount of excess light that can bleed into surrounding properties based on the zoning of the properties surrounding the subject property. Since the subject property is surrounded by C-3-zoned properties, a maximum of 2.0 foot-candles is allowed. The attached Photometric Plan indicates that the maximum footcandles encroaching into surrounding properties will not exceed 1.2 in conformance with the applicable regulations.

Auto repair facilities are required to provide two parking spaces per service bay, plus one space for every 200 square feet of accessory retail. As a result, a total of seven off-street parking spaces, including a minimum of one mobility impaired accessible parking space, are required. The Site Plan illustrates a total of 14 parking spaces, including one mobility-impaired accessible space, which meets this standard. All proposed parking spaces, including the accessible space, are proposed to be nine-foot-wide by 18-foot-long in conformance with Section 12-9-6 of the Zoning Ordinance.

Strickland Oil proposes to operate from 8 a.m. to 7 p.m. Monday through Friday, 8 a.m. to 5 p.m. on Saturdays, and 10 a.m. to 5 p.m. on Sundays. Their services include stay-in-your-car oil changes, state inspections, tire rotations, air filter replacement, wiper blade replacement, and coolant and washer fluid refills. During normal operations, a total of 3-4 employees will be on site at a given time. Please see the attached Project Narrative for more information.

**Conditional Use Findings:**

Conditional Use requests are subject to the standards set forth in Section 12-3-4.E of the Zoning Ordinance. Rationale for how the proposed amendments would satisfy the standards is provided below and in the petitioner’s response to standards. The PZB may use this rationale toward its recommendation, or the Board may adopt its own.

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

*Comment:* Auto service repair is a Conditional Use, as specified in Section 12-7-3.K. of the Zoning Ordinance for properties in the C-3 General Commercial District.

PZB Additions or Modifications (if necessary): \_\_\_\_\_

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

*Comment:* The Comprehensive Plan illustrates this property as commercial. The Comprehensive Plan strives to foster growth and redevelopment of existing commercial corridors to retain new businesses in Des Plaines. The addition of a new commercial development meets this intent while also repurposing a vacant lot along a major commercial corridor in Des Plaines.

PZB Additions or Modifications (if necessary): \_\_\_\_\_

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

*Comment:* The petitioner proposes to repurpose the property with a new commercial development designed to be consistent with and complementary to the surrounding commercial uses in the area. The proposed improvements, including landscaping, will transform the vacant property into a new use that will benefit the site from both a functional and aesthetic standpoint.

PZB Additions or Modifications (if necessary): \_\_\_\_\_

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

*Comment:* The proposed automotive repair use will not be hazardous or distributing to neighboring uses because all operations will be conducted within this building. The proposed landscape screening and exterior lighting is designed to minimize the impact on surrounding properties. In addition, the new business will provide new services to Des Plaines’ residents.

PZB Additions or Modifications (if necessary): \_\_\_\_\_

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

*Comment:* The subject property was adequately served by essential public facilities and services when the previous auto filling station was in operation. The proposed auto service repair use will also be adequately served by public facilities and services as the existing access point from Elmhurst Road via the Jewel-Osco parking lot will remain unchanged.

PZB Additions or Modifications (if necessary): \_\_\_\_\_

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

*Comment:* The proposed auto service repair facility will not create a burden on public facilities or be a detriment to the economic well-being of the community. When compared to the previous auto filling station, there is no anticipated increase in demand for public facilities as a result of the Conditional Use Permit for a new auto service repair use.

PZB Additions or Modifications (if necessary): \_\_\_\_\_

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

*Comment:* The proposed auto service repair use is not anticipated to create additional traffic as compared to the previous auto filling station. None of the proposed activities occurring on site that will be detrimental to the public. Staff has notified the petitioner of the required mechanical systems that will need to be installed to reduce the production of traffic, noise, smoke fumes, glare, and odors generating from this use.

PZB Additions or Modifications (if necessary): \_\_\_\_\_

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

*Comment:* The proposed auto service repair use will not create an interference with traffic on surrounding public thoroughfares. There will be no changes to the existing access point onto the property through the Jewel-Osco parking lot from Elmhurst Road that was utilized by the previous auto filling station.

PZB Additions or Modifications (if necessary): \_\_\_\_\_

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

*Comment:* The proposed auto service repair use would not cause the destruction, loss, or damage of any natural, scenic or historic features since the site was already developed for the use of an auto filling station. The petitioner will redevelop the site with a freestanding building and add landscaping and screening to improve the aesthetics of the property.

PZB Additions or Modifications (if necessary):

---

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

*Comment:* The proposed auto service repair use meets all other requirements of the Zoning Ordinance for the C-3 General Commercial District. No variations or additional actions are requested beyond the Conditional Use Permit.

PZB Additions or Modifications (if necessary):

---

**PZB Procedure and Recommended Conditions:** Under Section 12-3-4.D (Procedure for Review and Decision for Conditional Uses) of the Zoning Ordinance, the PZB has the authority to *recommend* that the City Council approve, approve subject to conditions, or deny the above-mentioned conditional use for an auto service repair use at 827 Elmhurst Road. City Council has final authority on the proposal.

Consideration of the request should be based on a review of the information presented by the applicant and the findings made above, as specified in Section 12-3-4.E (Standards for Conditional Uses) of the Zoning Ordinance. If the PZB recommends and City Council ultimately approves the request, staff recommends the following conditions.

**Conditions of Approval:**

1. Vehicles related to the business cannot be stored or parked overnight on the surrounding streets.
2. No damaged or inoperable vehicles shall be parked or stored outside at any time.
3. A cross-access agreement between the ownership of the subject property and the property at 811 Elmhurst (Jewel-Osco) will be provided at the time of building permit approval and maintained throughout the operation of the conditional use.
4. That all submitted permit documents shall be sealed and signed by a design professional licensed in the State of Illinois and must comply with all City of Des Plaines building codes.

**Attachments:**

Attachment 1: Location and Zoning Map

Attachment 2: Site and Context Photos

Attachment 3: ALTA/ACSM Land Title Survey  
Attachment 4: Petitioner's Standards for a Conditional Use  
Attachment 5: Petitioner's Project Narrative  
Attachment 6: Site Plan  
Attachment 7: Elevations  
Attachment 8: Floor Plan  
Attachment 9: Photometric Plan  
Attachment 10: Landscape Plan  
Attachment 11: Public Comment Received January 5, 2023

Vice Chair Saletnik swore in Mitch Goltz -representative for GW Properties. Mr. Goltz explained the summary of requests which include a Conditional Use Permit to allow the construction of a new automotive service repair use, Strickland Oil, at 827 Elmhurst Road. The subject 20,099-square-foot (0.46-acre) is vacant property is in the C-3 General Commercial district. The site was previously environmentally remediated, with all underground storage tanks removed. All tanks will be above grade. All lighting will meet environmental performance standards in the zoning ordinance (no light will spill over the property line).

The applicant explained that this would be the first location in the Chicagoland area for Strickland Oil Company. The business performs sub-ground oil changes, allowing customers to remain in the vehicle during the oil change. The applicant went over the floor plan, landscape plan and elevation plan. The applicant provided photos during day and evening hours and the interior of another business location.

Vice Chair Saletnik asked if any tire repair is involved and what the duration of time each customer would be at the facility.

Mr. Goltz stated that they will only be providing oil changes and tire rotations. They will not be providing any other auto repairs. He stated that the average time is 10 minutes per vehicle.

Member Catalano asked if any auto services would require tow trucks or vehicles staying overnight.

Mr. Goltz stated that they will not have tow trucks or overnight vehicles.

Member Weaver asked if a tire is defective, will there be the option to purchase tires at this business.

Mr. Goltz stated no tires will be sold or stored on site, customers would need to go to a different business for tires.

John Carlisle, CED Director, reviewed the staff report. Mr. Carlisle explained the application for 827 Elmhurst Road. The property is an out lot of the Aldi, located in the C-3 district on a half-acre. All services for the business would be rendered inside the building. There are stacking spaces for three vehicles. There is also off-street parking on site. There are 14 spaces onsite. Mr. Carlisle when over the floor plans and building design.

Four conditions of approval were proposed.  
Member Weaver asked who would own the land?

Mr. Goltz stated that GW properties own the land and Strickland Oil Company would be the tenant.

Vice Chair Saletnik acknowledged some letters that were received in objection to the application. The letters referred to an auto repair facility that is a few blocks down the road and is in disrepair. Mr. Saletnik stated that they are not the same type of facility and does not see any justification in the objections.

**A motion was made by Board Member Weaver, seconded by Board Member Catalano to allow a Conditional Use Permit to allow the construction of a new automotive service repair use, Strickland Oil, at 827 Elmhurst Road. The subject 20,099-square-foot (0.46-acre) vacant property is in the C-3 General Commercial district. An oil change business falls underneath an auto service repair use, which requires a conditional use permit in the C-3 district. With the following Conditions of Approval: 1. Vehicles related to the business cannot be stored or parked overnight on the surrounding streets. 2. No damaged or inoperable vehicles shall be parked or stored outside at any time. 3. A cross-access agreement between the ownership of the subject property and the property at 811 Elmhurst (Jewel-Osco) will be provided at the time of building permit approval and maintained throughout the operation of the conditional use. 4. That all submitted permit documents shall be sealed and signed by a design professional licensed in the State of Illinois and must comply with all City of Des Plaines building codes.**

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

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

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|---------------------|----------------------|---|
| Case 23-014-CU-TSUB | 2777 Mannheim        | Conditional Use & Tentative Subdivision |
| Case 23-013 -CU     | 820-848 Lee          | Conditional Use                         |
| Case 22-054-CU      | 827 Elmhurst Rd      | Conditional Use                         |
| Case 22-055- Appeal | 1378 Margret         | Appeal                                  |
| Case 23-012-TSUB    | 930,946, & 970 North | Tentative Subdivision                   |

**3. Address: 827 Elmhurst Road**

**Case Number: 22-054-CU**

The petitioner is requesting a conditional use permit to operate an auto service repair use in the C-3 zoning district and any other variations, waivers, and zoning relief as may be necessary.

**PIN:** 08-24-100-031-0000

**Petitioner:** GW Properties (Mitch Goltz), 2211 N. Elston Avenue, Suite 400, Chicago, IL 60614

**Owner:** RDK Ventures, LLC c/o Mac’s Convenience Stores, LLC, P.O. Box 347, 4080 W. Jonathan Moore Pike, Columbus, IN 47201

**Ward:** #8, Alderman Shamoon Ebrahimi

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

**Existing Land Use:** Vacant Lot (previous auto fuel station)

**Surrounding Zoning:**  
 North: C-3 General Commercial District  
 South: C-3 General Commercial District  
 East: C-3 General Commercial District  
 West: C-3 General Commercial District

**Surrounding Land Use:**  
 North: Grocery Store (Commercial)  
 South: Bank (Commercial)  
 East: Grocery Store (Commercial) / Shopping Center (Commercial)  
 West: Shopping Center (Commercial)

**Street Classification:** Elmhurst Road is classified as another principal arterial road.

**Comprehensive Plan:** The Comprehensive Plan illustrates the site as commercial.

**Zoning/Property History:** Based on City records, the subject property was used as an auto filling station until 2019. Since then, the fuel station has been demolished and the property has been vacant. The subject 20,099-square-foot (0.46-acre) vacant property is in the C-3 General Commercial district. The subject property fronts Elmhurst Road but is accessed via a single access point through the Jewel-Osco parking lot at 811 Elmhurst Road. As such, a cross-access agreement exists between the property owner—RDK Ventures, LLC c/o Mac’s Convenience Stores, LLC— and Jewel-Osco.

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| Case 23-014-CU-TSUB | 2777 Mannheim        | Conditional Use & Tentative Subdivision |
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| Case 22-054-CU      | 827 Elmhurst Rd      | Conditional Use                         |
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The PZB conducted a public hearing on January 10, 2023, to review the conditional use application for the proposed auto service business and voted 5-0 to recommend approval to the City Council. However, before the City Council could consider the necessary approving ordinance, the petitioner informed City staff that they would need to alter the Site Plan in a way that affected circulation and was notably different than what was presented in the public hearing. The petitioner elected to withdraw that petition and resubmit the new Site Plan for the PZB’s new consideration and public hearing, for which due noticing has occurred pursuant to the Zoning Ordinance.

**Project Description: Overview**

The petitioner has requested a Conditional Use Permit to allow the construction of a new automotive service repair use, Strickland Oil, at 827 Elmhurst Road. An oil change business falls underneath an auto service repair use, which requires a conditional use permit in the C-3 district. While the proposed use has stayed the same, the proposed Site Plan and site access has changed from the original Site Plan heard by the PZB. The first plan utilized the one existing full access curb-cut off the Jewel-Osco property in line with the existing drive aisle on the Jewel-Osco parking lot for all access to and from the subject property. After conversations with Jewel-Osco, the petitioner provided a new submittal on March 22, 2023 that changes the originally proposed entrance/exit curb-cut to an exit-only curb-cut and creates a new entrance/exit curb-cut at the rear of the subject property as a second connection to the Jewel-Osco parking. As a result, the attached Site Plan, Landscape Plan, and Photometric Plan have been updated to reflect the new submittal for the subject property.

*Proposed Development*

The petitioner proposes to redevelop the subject property by building a new 1,700-square-foot, single-story building with surface parking area, dumpster enclosure, and freestanding monument sign. The proposed building consists of three service bays, a lobby area, unisex restroom, and office/waste oil storage area. The proposal includes the addition of both three-foot-wide foundation landscape areas around the north and south elevations of the building, and five foot-wide parking lot landscaping areas around the perimeter of the parking area as required in Sections 12-10-8 and 12-10-10 of the Zoning Ordinance. The new submittal has reduced the amount of proposed landscaping on the subject property. However, the minimum requirements have been met. New exterior lighting is also proposed for the new development as shown on the attached Photometric Plan. Section 12-12-10 restricts the amount of excess light that can bleed into surrounding properties based on the zoning of the properties surrounding the subject property. Since the subject property is surrounded by C-3-zoned properties, a maximum of 2.0 foot-candles is allowed. The attached Photometric Plan indicates that the exterior lighting will not exceed 1.3 foot-candles in conformance with the applicable regulations. The new submittal has resulted in a proposed third freestanding light post located next to the rear entrance/exit access point and north property line. While this does add more lighting on the subject property, the revised and attached Photometrics Plan



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indicates that the requirements have been met. The change in site access adjusts the overall circulation of the subject property, directing a majority of the exiting traffic to the far southwest corner of the Jewel-Osco property in line with the existing Jewel-Osco parking lot drive aisle but does provide a secondary exit at the rear of the building as shown in the revised and attached Site Plan. While this revised plan does provide two exits as opposed to the one proposed in the original plan, there may be concerns with the single entrance at the rear of the property regarding potential vehicle stacking on the Jewel-Osco property and lack of vehicle-pedestrian separation, which is a factor reviewed in accordance with the Site Plan Review standards. Nonetheless, the proposed driveway widths for both the one-way and two-way drive aisles meet the standards in Section 12-9-6 of the Zoning Ordinance. However, the PZB may wish to have the petitioner elaborate on the reason for this change, the anticipated benefits of this design, and how potential issues with its design have been addressed.

*Off-Street Parking*

Auto repair facilities are required to provide two parking spaces per service bay, plus one space for every 200 square feet of accessory retail. As a result, a total of seven off-street parking spaces, including a minimum of one mobility impaired accessible parking space, are required. The Site Plan illustrates a total of 14 parking spaces, including one mobility-impaired accessible space, which meets this standard. All proposed standard parking spaces are proposed to be nine feet wide by 18-feet-long in conformance with Section 12-9-6 of the Zoning Ordinance. The one proposed accessible parking space is designed to be 18-feet-wide by 18-feet-long, which meets the standards in Section 12-9-8.

*Business Operations*

Strickland Oil proposes to operate from 8 a.m. to 7 p.m. Monday through Friday, 8 a.m. to 5 p.m. on Saturdays, and 10 a.m. to 5 p.m. on Sundays. Their services include stay-in-your-car oil changes, state inspections, tire rotations, air filter replacement, wiper blade replacement, and coolant and washer fluid refills. During normal operations, a total of 3-4 employees will be on site at a given time. Please see the attached Project Narrative for more information.

**Conditional Use Findings:**

Conditional Use requests are subject to the standards set forth in Section 12-3- 4.E of the Zoning Ordinance. Rationale for how the proposed amendments would satisfy the standards is provided below and in the petitioner’s response to standards. The PZB may use this rationale toward its recommendation, or the Board may adopt its own.

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

*Comment:* Auto service repair is a Conditional Use, as specified in Section 12-7-3.K. of the Zoning Ordinance for properties in the C-3 General Commercial District.

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PZB Additions or Modifications (if necessary): \_\_\_\_\_

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

*Comment:* The Comprehensive Plan illustrates this property as commercial. The Comprehensive Plan strives to foster growth and redevelopment of existing commercial corridors to retain new businesses in Des Plaines. The addition of a new commercial development meets this intent while also repurposing a vacant lot along a major commercial corridor in Des Plaines.

PZB Additions or Modifications (if necessary): \_\_\_\_\_

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

*Comment:* The petitioner proposes to repurpose the property with a new commercial development designed to be consistent with and complementary to the surrounding commercial uses in the area. The proposed improvements, including landscaping, will transform the vacant property into a new use that will benefit the site from both a functional and aesthetic standpoint.

PZB Additions or Modifications (if necessary): \_\_\_\_\_

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

*Comment:* The proposed automotive repair use will not be hazardous or distributing to neighboring uses because all operations will be conducted within this building. The proposed landscape screening and exterior lighting is designed to minimize the impact on surrounding properties. In addition, the new business will provide new services to Des Plaines’ residents.

PZB Additions or Modifications (if necessary): \_\_\_\_\_

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

*Comment:* The subject property was adequately served by essential public facilities and services when the previous auto filling station was in operation. The proposed auto service repair use will also be adequately served by public facilities and services as the existing access point from Elmhurst Road via the Jewel-Osco parking lot will remain unchanged. However, the changes in the access from the Jewel-Osco parking lot to the subject property will alter the access into the property by limiting all entering traffic to the rear of the subject property.

6. PZB Additions or Modifications (if necessary): \_\_\_\_\_

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

*Comment:* The proposed auto service repair facility will not create a burden on public facilities or be a detriment to the economic well-being of the community. When compared to the previous auto filling station, there is no anticipated increase in demand for public facilities as a result of the Conditional Use Permit for a new auto service repair use.

PZB Additions or Modifications (if necessary): \_\_\_\_\_

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

*Comment:* The proposed auto service repair use is not anticipated to create additional traffic as compared to the previous auto filling station. None of the proposed activities occurring on site will be detrimental to the public. Staff has notified the petitioner of the required mechanical systems that will need to be installed to reduce the production of traffic, noise, smoke fumes, glare, and odors generating from this use.

PZB Additions or Modifications (if necessary): \_\_\_\_\_

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

*Comment:* The proposed auto service repair use will not create an interference with traffic on surrounding public thoroughfares. There will be no changes to the existing access point onto the property through the Jewel-Osco parking lot from Elmhurst Road that was utilized by the previous auto filling station.

PZB Additions or Modifications (if necessary): \_\_\_\_\_

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

*Comment:* The proposed auto service repair use would not cause the destruction, loss, or damage of any natural, scenic or historic features since the site was already developed for the use of an auto filling station.

The petitioner will redevelop the site with a freestanding building and add landscaping and screening to improve the aesthetics of the property.

PZB Additions or Modifications (if necessary): \_\_\_\_\_

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

*Comment:* The proposed auto service repair use meets all other requirements of the Zoning Ordinance for the C-3 General Commercial District. No variations or additional actions are requested beyond the Conditional Use Permit.

PZB Additions or Modifications (if necessary): \_\_\_\_\_

**PZB Procedure and Recommended Conditions:**

Under Section 12-3-4.D (Procedure for Review and Decision for Conditional Uses) of the Zoning Ordinance, the PZB has the authority to *recommend* that the City Council approve, approve subject to conditions, or deny the above-mentioned conditional use for an auto service repair use at 827 Elmhurst Road. The City Council has final authority on the proposal. Consideration of the request should be based on a review of the information presented by the applicant and the findings made above, as specified in Section 12-3-4.E (Standards for Conditional Uses) of the Zoning Ordinance. If the PZB recommends and City Council ultimately approves the request, staff recommends the following conditions.

**Conditions of Approval:**

1. Vehicles related to the business cannot be stored or parked overnight on the surrounding streets.
2. No damaged or inoperable vehicles shall be parked or stored outside at any time.
3. A revised cross-access agreement between the ownership of the subject property and the property at 811 Elmhurst (Jewel-Osco) will be provided at the time of building permit approval and maintained throughout the operation of the conditional use.
4. All submitted permit documents shall be sealed and signed by a design professional licensed in the State of Illinois and must comply with all City of Des Plaines building codes.
5. That a Do Not Enter sign shall be installed at the front exit curb-cut and stop signs installed at both proposed exits on the subject property.

**Attachments:**

- Attachment 1: Location and Zoning Map
- Attachment 2: Site and Context Photos
- Attachment 3: ALTA/ACSM Land Title Survey
- Attachment 4: Petitioner’s Standards for a Conditional Use (*New Submittal on March 22, 2023*)
- Attachment 5: Petitioner’s Project Narrative (*New Submittal on March 22, 2023*)
- Attachment 6: Business Narrative (*New Submittal on March 22, 2023; Revised on March 31,2023*)
- Attachment 7: Site Plan (*New Submittal on March 22, 2023; Revised on March 31,2023*)
- Attachment 8: Floor Plan (*New Submittal on March 22, 2023*)
- Attachment 9: Elevations (*New Submittal on March 22, 2023; Revised on March 31,2023*)
- Attachment 10: Photometric Plan (*New Submittal on March 22, 2023; Revised on March 31,2023*)
- Attachment 11: Landscape Plan (*New Submittal on March 22, 2023; Revised on March 31,2023*)
- Attachment 12: Sign Plan (*New Submittal on March 22, 2023; Revised on March 31,2023*)

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Mitch Goltz from GW Properties represents this project and was previously sworn in. He stated that he was at the January 10, 2023 Planning and Zoning Board meeting for the Strickland Brothers proposal that passed unanimously. Since then, Jewel has requested a change to the site plan, including adding a secondary access point. This is the only change to the application. Both access points would be from the abutting Jewel-Osco parking, one entrance/exit curb-cut on the northeast corner of the site and one exit-only curb-cut on the northwest corner of the site.

Jonathan Stytz, Senior Planner, provided a recap of the changes since the last meeting. The main change is adding an additional curb cut to back of the property as requested by Jewel Osco. Mr. Stytz went over the presentation which included the old and new site plans. The floor plan and elevations are the same. Additional conditions have been added regarding signage – including stop signs and exit only signs to mitigate any issues with circulation.

Member Weaver asked if cars are pulling right up into the path of cars turning from Elmhurst Road. He asked if cars turning out of the facility have good sight onto Elmhurst Road to see who is coming in and out and if the cars are heading north on Elmhurst Road, heading into a conflict point, can see the cars coming from the site.

Mr. Stytz stated that there are existing trees, and a proposed monument sign may block the view.

Mr. Goltz stated that they do not feel that this is a concern. He stated that they looked at this with the tenant and our team. This site is not generating a lot of traffic and we were surprised by Jewel requesting this change. There is space to circulate around the rear. Cars will be able to look both ways to see.

Member Weaver stated this would be traffic from people pulling in are going into Jewel too, not just your customers.

Mr. Goltz stated that there is an area with different traffic patterns at play. It is a not a high impact use with minimal traffic generated. It is 40 ft from the intersection of the parking lot.

Member Catalano asked if there is a stop sign leaving the site?

Mr. Goltz stated that they will have a Do Not Enter sign. If this was a drive-through restaurant, we would re-visit, but this is not a lot of impact to traffic.

Chair Szabo swore in Christine Newberry who represents Country Acres condos, behind the Jewel shopping center. She stated that there are two buildings and have existed for a long time and they are concerned about more traffic. Elmhurst Road is very dangerous right now because of all the entrances to the Subway, the condo entrance, Jewel, etc. The people pulling into the driveways ride in the central lane. There have been lots of accidents there and there is traffic generated by this use. It uses the same driveway as the Jewel. If cars go in there, and he is talking about entering in the back, the only thing in the back is an alleyway where trucks deliver to Jewel. There is no street or entryway, except for trucks going from Dempster Street to the back

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of the Jewel. She added that even if you put a stop sign in, people don't stop at signs in parking lots. She also asked if there will be overnight cars there, how will they get them in, and if there will be cars towed and left overnight. She asked if there will be places to park because of the existing concerns with another automotive shop located two blocks away. They are worried about property values, noise and congestion.

Chari Szabo asked if the petitioner can answer some of these questions.

Mr. Goltz stated that there is no overnight use, no parked vehicles, and it is low impact use. The previous gas station in this location was more intensive use than this. It has existing access and circulation throughout the site.

Chair Szabo asked when the Shell was knocked down and will this proposal take the same footprint as the gas station.

Member Veremis stated the gas station was demolished in 2019.

Mr. Goltz stated that the former footprint had a gas station with a convenience store. The amount of traffic going in and out of this facility will be considerably less. No overnight parking and no auto repair. This is limited to routine services as outlined in the packet.

Member Saletnik stated that this is an oil change facility. It is quick in and quick out and is different from auto repair.

Mr. Goltz confirmed that the proposed business is an oil change facility, not an auto repair.

**A motion was made by Board Member Weaver seconded by Board Member Catalano to recommend approval of the Conditional Use to the City Council with the five conditions as recommended by staff.**

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

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

**CITY OF DES PLAINES**

**ORDINANCE Z - 9 - 23**

**AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR AN AUTO SERVICE REPAIR USE AT 827 ELMHURST ROAD, DES PLAINES, ILLINOIS (Case #22-054-CU).**

**WHEREAS**, GW Property Group, LLC ("**Petitioner**") is the contract purchaser of the property consisting 20,099 square feet and commonly known as 827 Elmhurst Road, Des Plaines, Illinois ("**Subject Property**"); and

**WHEREAS**, the Subject Property is located in the C-3 General Commercial District ("**C-3 District**") and is currently vacant and unimproved; and

**WHEREAS**, the Petitioner desires to construct a new 1,700-square-foot, one-story commercial building on the Subject Property to be used for the operation of an auto service repair use ("**Proposed Development**"); and

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

**WHEREAS**, pursuant to Section 12-3-7.K of the Zoning Ordinance, auto service repair uses are only permitted in the C-3 District pursuant to a conditional use permit approved by the City Council; and

**WHEREAS**, pursuant to Section 12-3-4 of the Zoning Ordinance, the Petitioner filed an application with the City for the approval of a conditional use permit for the operation of the auto service repair use on the Subject Property ("**Conditional Use Permit**"); and

**WHEREAS**, RDK Ventures, LLC, d/b/a Mac's Convenience Stores, LLC ("**Owner**"), is the owner of the Subject Property and has consented to the Petitioner's Conditional Use Permit application; and

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

**WHEREAS**, within 90 days after the date of the Petitioner's application, a public hearing to consider the Conditional Use Permit was heard by the PZB on April 11, 2023, pursuant to publication in the *Des Plaines Journal* on March 22, 2023; and

**WHEREAS**, notice of the public hearing was mailed to all property owners within 500 feet of the Subject Property; and

**WHEREAS**, pursuant to Section 12-3-4 of the Zoning Ordinance, the PZB filed a written report with the City Council on April 3, 2023, summarizing the testimony and evidence received by the PZB and stating its recommendation, by a vote of 7-0, to approve the Conditional Use Permit subject to certain conditions; and

**WHEREAS**, the Petitioner made representations to the PZB with respect to the 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 April 20, 2023, and has determined that it is in the best interest of the City and the public to approve the Conditional Use Permit in accordance with the provisions of this Ordinance;

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

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

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

LOTS 1 AND 2 IN VANDERCAR SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 18, 2008 AS DOCUMENT 0817016012, IN COOK COUNTY, ILLINOIS.

PIN: 08-24-100-031-0000

COMMONLY KNOWN AS: 827 Elmhurst road, Des Plaines, Illinois.

**SECTION 3. CONDITIONAL USE PERMIT.** Subject to and contingent upon the conditions, restrictions, limitations and provisions set forth in Section 4 of this Ordinance, the City Council hereby grants the Petitioner the Conditional Use Permit to allow the operation of the auto service repair use in the C-3 District on the Subject Property. The Conditional Use Permit granted



by this Ordinance is consistent with and equivalent to a "special use" as referenced in Section 11-13-25 of the Illinois Municipal Code, 65 ILCS 5/11-13-25.

**SECTION 4. CONDITIONS.** The approval granted in Section 3 of this Ordinance shall be, and is hereby, expressly subject to and contingent upon the following conditions, restrictions, limitations, and provisions of this Section 4:

A. Compliance with Law and Regulations. The development, use, operation, and maintenance of the Subject Property by the Petitioner 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. The development, use, and maintenance of the Subject Property shall be in strict compliance with the following plans, except for minor changes and site work approved by the Director of the Department, and changes to comply with the conditions set forth in Section 4.B of this Ordinance, in accordance with all applicable City codes, ordinances, and standards, including, without limitation, Sections 3.4-8, "Limitations on Conditional Uses," and 3.4-9, "Effect of Approval," of the Zoning Ordinance:

1. The Business Narrative, prepared by the Petitioner, consisting of one sheet, with a latest revision date of March 21, 2023, a copy of which is attached to and, by this reference, made a part of this Ordinance as ***Exhibit A***;

2. The Site Study, prepared by Design Studio 24, LLC, consisting of one sheet, and with a latest revision date of March 27, 2023, a copy of which is attached to and, by this reference, made a part of this Ordinance as ***Exhibit B***;

3. The Floor Plan, prepared by Oak Line Studio, consisting of one sheet, and with a latest revision date of October 31, 2022, a copy of which is attached to and, by this reference, made a part of this Ordinance as ***Exhibit C***;

4. The Front Elevation, prepared by Oak Line Studio, consisting of one sheet, and with a latest revision date of October 31, 2022, a copy of which is attached to and, by this reference, made a part of this Ordinance as *Exhibit D*;

5. The Rear Elevation, prepared by Oak Line Studio, consisting of one sheet, and with a latest revision date of October 31, 2022, a copy of which is attached to and, by this reference, made a part of this Ordinance as *Exhibit E*;

6. The Photometrics Plan, prepared by WLS Lighting, consisting of one sheet, and dated March 30, 2023, a copy of which is attached to and, by this reference, made a part of this Ordinance as *Exhibit F*; and

7. The Landscape Plans, prepared by Planned Environment Associates, consisting of two sheets, and with a latest revision date of March 27, 2023, a copy of which is attached to and, by this reference, made a part of this Ordinance as *Exhibit G*.

C. Additional Conditions. The development, use, and maintenance of the Subject Property shall be subject to and contingent upon the following additional conditions:

1. Vehicles related to the business may not be stored or parked overnight on the surrounding streets.

2. Damaged or inoperable vehicles may not be parked or stored outside at any time.

3. A revised cross-access easement agreement between the Owner and the owner of the property at 811 Elmhurst (Jewel-Osco) must be provided at the time of building permit approval and maintained throughout the operation of the Proposed Development.

4. All submitted permit documents must be sealed and signed by a design professional licensed in the State of Illinois and must comply with all City of Des Plaines building codes.

5. A “Do Not Enter” sign must be installed in front of the exit curb-cut and stop signs must be installed at both proposed exits from the Subject Property.

**SECTION 5. FAILURE TO COMPLY WITH CONDITIONS.**

A. Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with, or resists the enforcement of, any of the provisions of this Ordinance shall be fined not less than seventy-five dollars (\$75.00) or more than seven hundred and fifty dollars (\$750.00) for each offense. Each and every day that a violation of this Ordinance is allowed to remain in effect shall constitute a complete and separate offense. In addition, the appropriate authorities of the City may take such other action as they deem proper to enforce the terms and conditions of this Ordinance, including, without limitation, an action in equity to compel compliance with its terms. Any person, firm or corporation violating the terms of this Ordinance shall be subject, in addition to the foregoing penalties, to the payment of court costs and reasonable attorneys’ fees.

B. In the event that the Petitioner or Owner fails to develop or maintain the Subject Property in accordance with the requirements of the Zoning Ordinance, or the conditions set forth in Section 4 of this Ordinance, the Conditional Use Permit granted in Section 3 of this Ordinance may be revoked after notice and hearing before the Zoning Administrator of the City, all in accordance with the procedures set forth in Section 12-4-7 of the Zoning Ordinance. In the event of revocation, the development and use of the Subject Property will be governed solely by the regulations of the C-3 District. Further, in the event of such revocation of the Conditional Use Permit, the City Manager and City's General Counsel are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances. The Petitioner and Owner acknowledge that public notices and hearings have been held with respect to the adoption of this Ordinance, have considered the possibility of the revocation provided for in this Section, and agree not to challenge any such revocation on the grounds of any procedural infirmity

or any denial of any procedural right, provided that the notice and hearing required by Section 12-4-7 of the Zoning Ordinance is provided to the Petitioner.

**SECTION 6. BINDING EFFECT; NON-TRANSFERABILITY.** The privileges, obligations, and provisions of each and every section and requirement of this Ordinance are for and shall inure solely to the benefit of Petitioner. Nothing in this Ordinance shall be deemed to allow the Petitioner to transfer any of the rights or interests granted herein to any other person or entity without the prior approval of the City Council by a duly adopted amendment to this Ordinance.

**SECTION 7. SEVERABILITY.** If any paragraph, section, clause or provision of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

**SECTION 8. EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after the occurrence of the following:

- A. its passage, approval and publication in pamphlet form as provided by law;
- B. the filing with the City Clerk by the Petitioner and Owner, not less than 60 days after the passage and approval of this Ordinance, of an unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance. Said unconditional agreement and consent shall be in substantially the form attached to, and by this reference made a part of, this Ordinance as *Exhibit H*; and
- C. at the Petitioner's sole cost and expense, the recordation of this Ordinance together with such exhibits as the City Clerk deems appropriate, with the Office of the Cook County Recorder.
- D. In the event that the Petitioner and Owner do not file with the City Clerk a fully executed copy of the unconditional agreement and consent referenced in Section 8.B.3 of this

Ordinance, within 60 days after the date of passage of this Ordinance by the City Council, the City Council shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

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

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

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

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

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

**ATTEST:**

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

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

Approved as to form:

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

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

DP-Ordinance Approving CUP for Auto Service Repair Use at 827 Elmhurst Road



After being turned down for a management-track position when working as an oil change technician, Strickland opted to start his own lube shop, Strickland Brothers 10 Minute Oil Change, in 2016. Unable to secure traditional funding at first, Strickland used a \$35,000 HELOC loan from his grandfather to open his first shop. By combining a streamlined business model with an obsessive focus on the customer experience, Strickland Brothers has experienced tremendous growth with over 125 locations now open across the country.

Strickland Brothers provides a unique customer experience by offering essential maintenance services without the high-pressure sales tactics that are standard within the automotive industry. Strickland Brothers is a one-stop-shop for fast and friendly oil changes and other preventative maintenance services including tire rotations, air filters, wiper blades, state inspections, coolant and washer fluids.

Our mission at Strickland Brother's 10 Minute Oil Change is to **exceed the expectations of every customer** by setting and meeting service standards that are innovative and centered around the highest level of service, **every time**.

For this specific project in Des Plaines, the site has been designed to include a 1,700sf free standing oil change and service center located on the former Shell Gas Station out lot parcel to the Jewel Shopping Center. Through several discussions with Jewel, the updated site plan as designed is the most efficient and safe design as possible and has been approved by Jewel. Furthermore, the parking layout has remained the same with appropriate drive isle and parking stall spacing so pedestrians can pull in and/or back-up without conflict. Ultimately, the one-way entrance on the east side of the property allows for less congestion buildup at the shopping centers main access point and creates a safer circulation pattern on the property as cars now have two clear egress and/or ingress location.

#### **Services provided on site:**

- Stay in your car oil changes
- State inspections
- Tire rotations
- Air filters
- Wiper blades
- Coolant and washer fluids

#### **Number of Employees**

- 3-4 employees will be on site at any given time

#### **Hours of Operation:**

Monday – Friday: 8:00 am – 7:00 pm



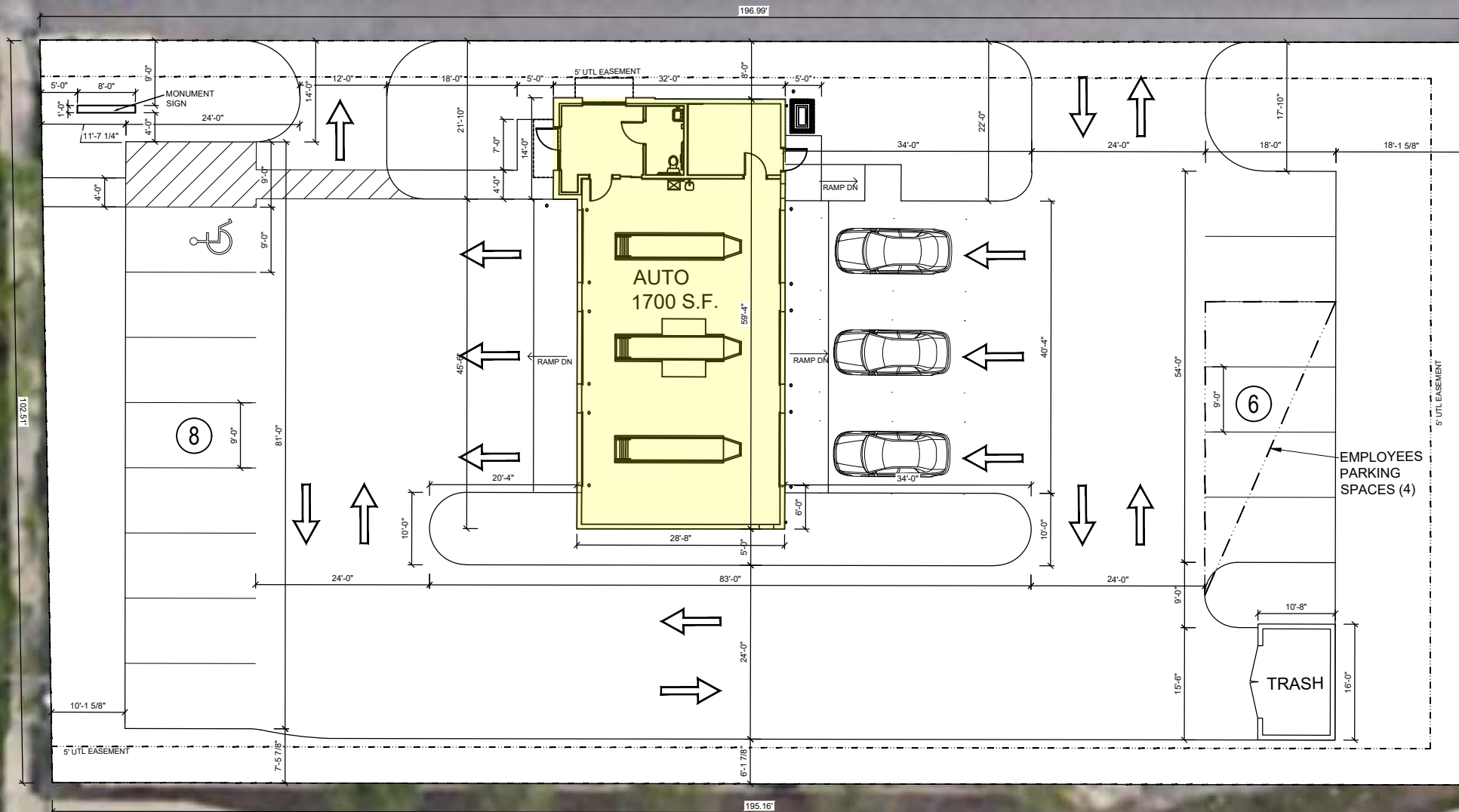
Saturday: 8:00 am – 5:00 pm

Sunday: 10:00 am – 5:00 pm

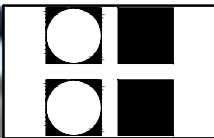
**Parking Breakdown:**

Minimal parking. 3-5 spaces in the rear of site for employees. Customers are to stay in their vehicles during the services listed above, with the exception of tire rotations and state inspections, where we have a waiting room for these quick services. Ultimately, customers spend an average of 10 minutes in the bays or waiting room.

ELMHURST ROAD



**SITE STUDY**  
**PARKING: 13 + (1 H.C.) = 14**  
 SCALE: 1"=20', APPROX. TOTAL 20,095 S.F.



**SITE STUDY - AUTOMOTIVE**  
**GW PROPERTIES**  
**827 ELMHURST RD**  
**DES PLAINES, IL 60016**  
 DESIGN STUDIO 24 LLC  
 ARCHITECTS - INTERIORS - PLANNERS  
 2211 N. Elston Ave. Chicago, IL 60614 Fax: 847.885.7751 Tel.: 847.885.9300

NOT PUBLISHED - ALL RIGHTS AND COPYRIGHTS RESERVED. DESIGN STUDIO 24 LLC EXPRESSLY DISCLAIMS ANY RESPONSIBILITY ARISING FROM ANY UNAUTHORIZED USE OF THE DRAWINGS AND NOTES. ANY AUTHORIZATION MUST BE IN WRITING.

CAUTION: Contractor to verify all existing conditions, dimensions, etc. PRIOR to bid and construction. Contractor to notify owner and architect of any discrepancies. No site of ignorance to existing conditions found to be different from drawings will be accepted.

CAUTION: This drawing may have been reproduced at a size different than originally drawn. The owner and architect assume no responsibility for the use of incorrect scale. Drawings are NOT to be scaled. Not published. All rights reserved. Notify architect of any discrepancies.

**STATEMENT OF COMPLIANCE**  
 I have prepared, or caused to be prepared under my supervision, the attached plans and specifications and state that, to the best of my knowledge and belief and to the extent of my contractual obligation, they are in compliance with the Codes and Ordinances of DES PLAINES, ILLINOIS

**STATEMENT OF COMPLIANCE**  
 I have prepared, or caused to be prepared under my supervision, the attached plans and specifications and state that, to the best of my knowledge and belief and to the extent of my contractual obligation, they are in compliance with the Environmental Barriers Act (I Rev Stat 1985, ch 111 1/2, pars 3711 as seq as amended) and the Illinois Accessibility Code, 71 ILCS, Code 400.

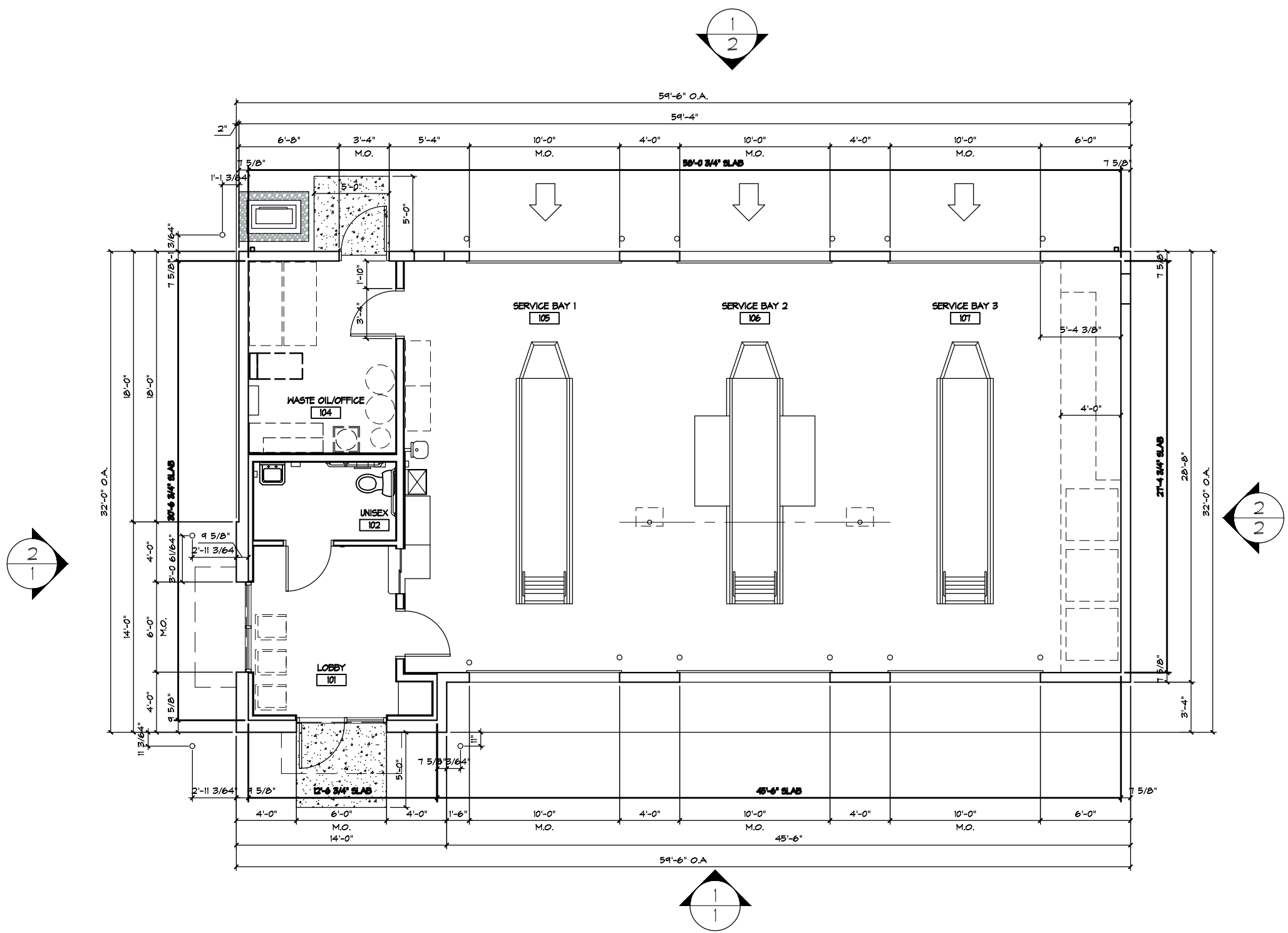
| LAST UPDATED | REVISIONS |
|--------------|-----------|
| 03.27.23     |           |
|              |           |
|              |           |
|              |           |
|              |           |

SCALE AS SHOWN  
 DRAWN BY: MITESH PATEL

**MARK T. DiGANCI**  
 REG. ARCHITECT

**ST-1**





1 FLOOR PLAN  
SCALE: 3/32" = 1'-0"

STRICKLAND BROTHERS 10  
MINUTE OIL CHANGE  
COLOR ELEVATIONS  
DES PLAINES, IL



DATE: 10-31-22  
PROJECT #: \_\_\_\_\_  
DRAWN BY: vw  
CADD FILE NAME: \_\_\_\_\_

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Sheet  
3

EXTERIOR MATERIALS SCHEDULE AND IMAGES



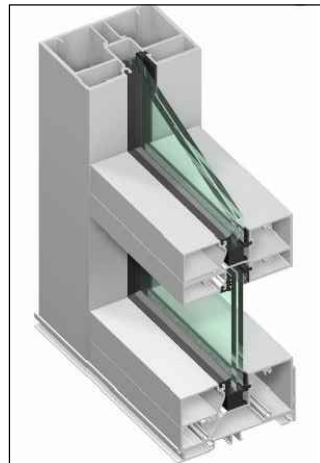
BLUE COLOR



CORRUGATED METAL ROOFING



LIGHT GRAY COLOR



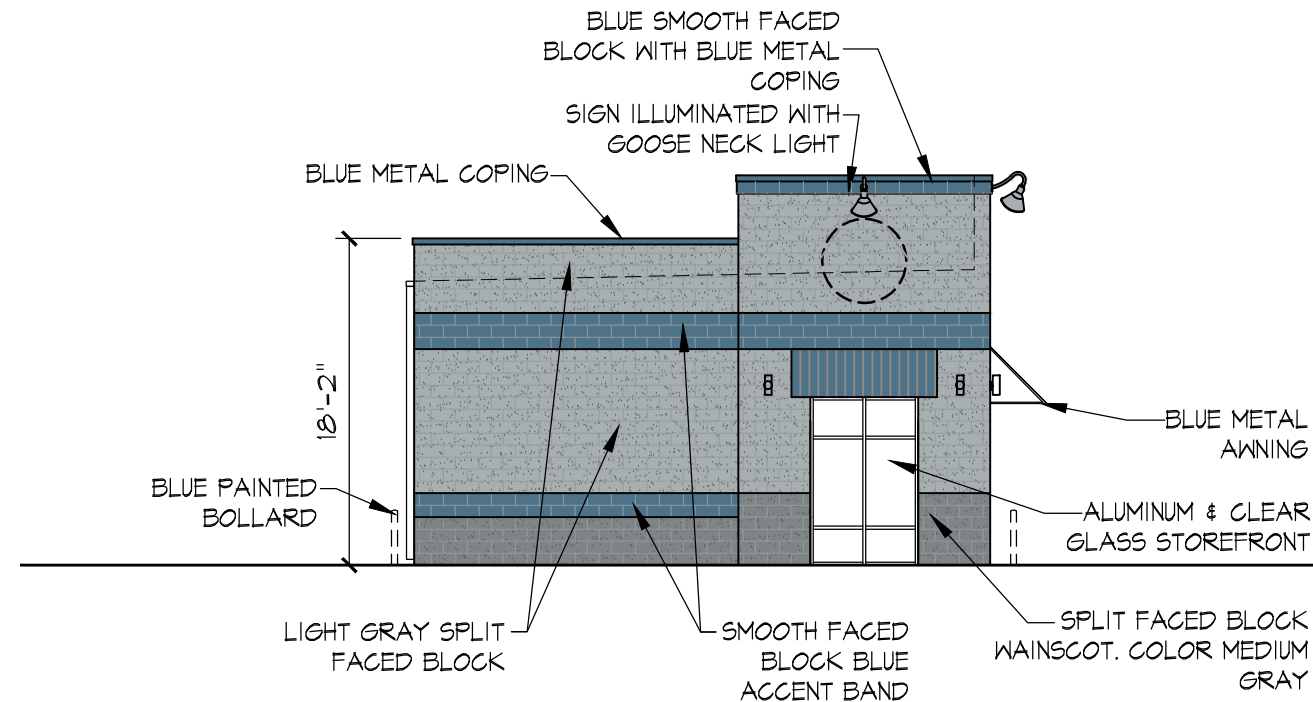
CLEAR ANODIZED ALUMINUM



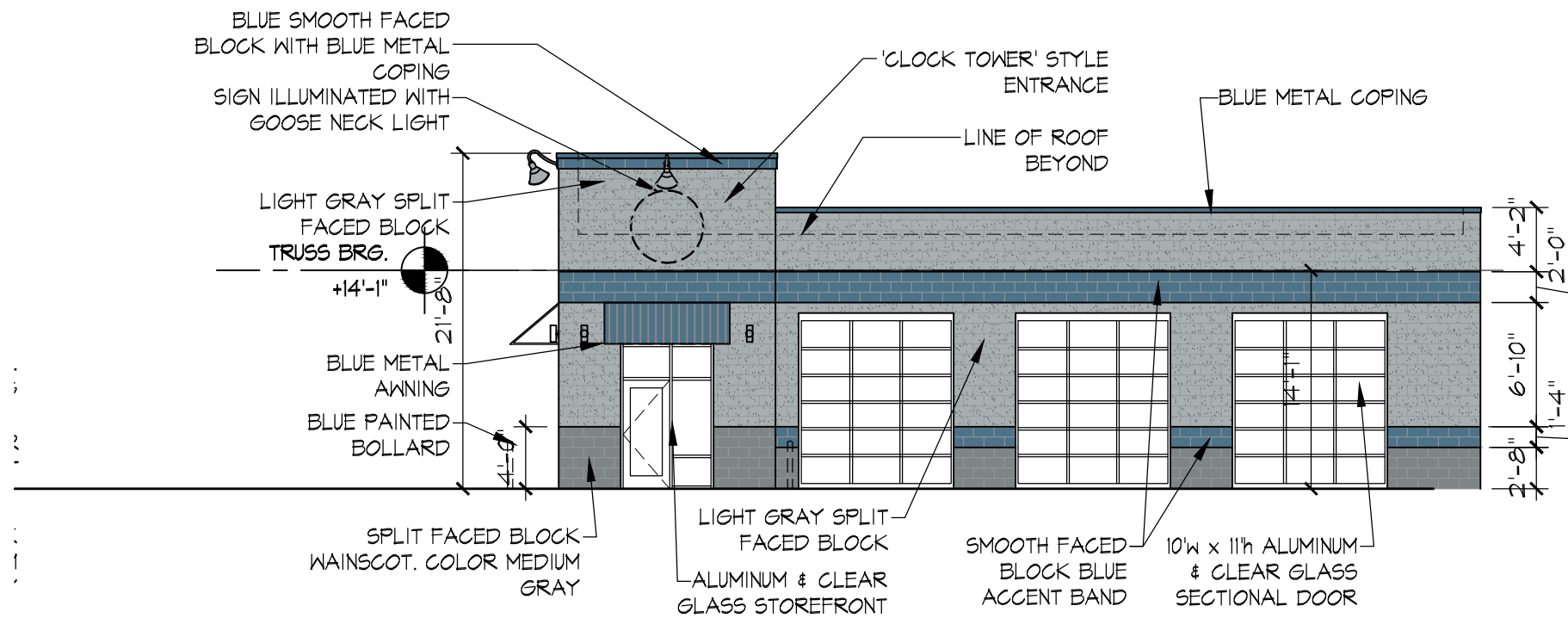
MEDIUM GRAY COLOR



SECTIONAL DOOR



2 LEFT SIDE ELEVATION  
SCALE: 3/32" = 1'-0"



1 FRONT ELEVATION  
SCALE: 3/32" = 1'-0"



421 PENMAN STREET, SUITE 200  
CHARLOTTE, NC 28203  
704.373.1900  
OAKLINESTUDIO.COM

STRICKLAND BROTHERS 10  
MINUTE OIL CHANGE  
COLOR ELEVATIONS  
DES PLAINES, IL



DATE: 10-31-22

PROJECT #:

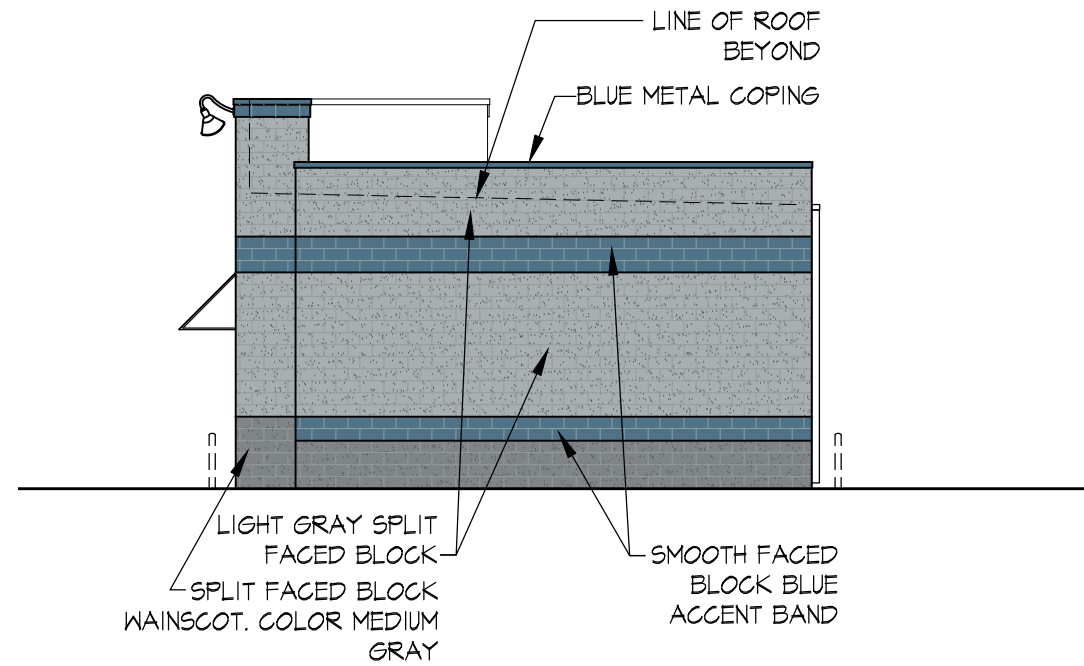
DRAWN BY: VW

CADD FILE NAME:

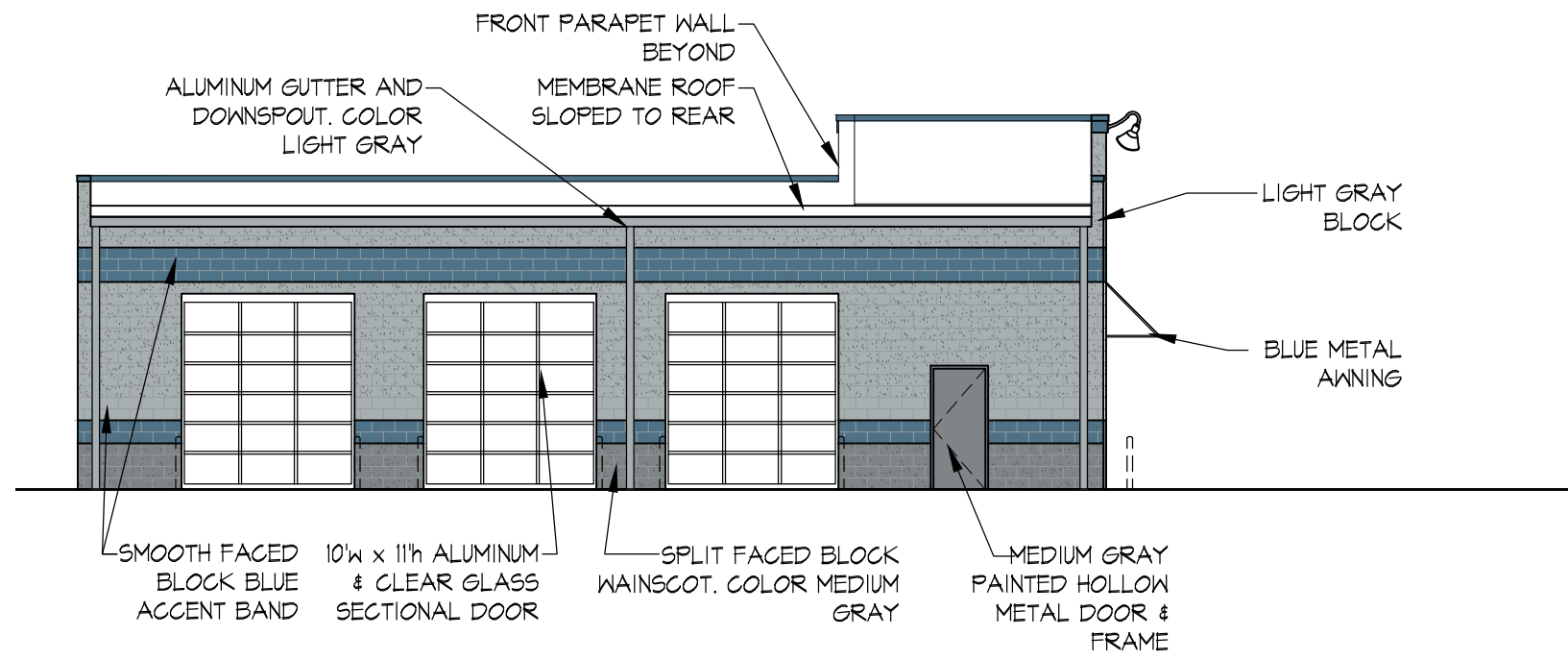
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Sheet  
1

EXTERIOR MATERIALS SCHEDULE AND IMAGES ON PAGE 3



2 RIGHT SIDE ELEVATION  
SCALE: 3/32" = 1'-0"



1 REAR ELEVATION  
SCALE: 3/32" = 1'-0"



421 PENMAN STREET, SUITE 200  
CHARLOTTE, NC 28203  
704.373.1900  
OAKLINESTUDIO.COM

STRICKLAND BROTHERS 10  
MINUTE OIL CHANGE  
COLOR ELEVATIONS  
DES PLAINES, IL

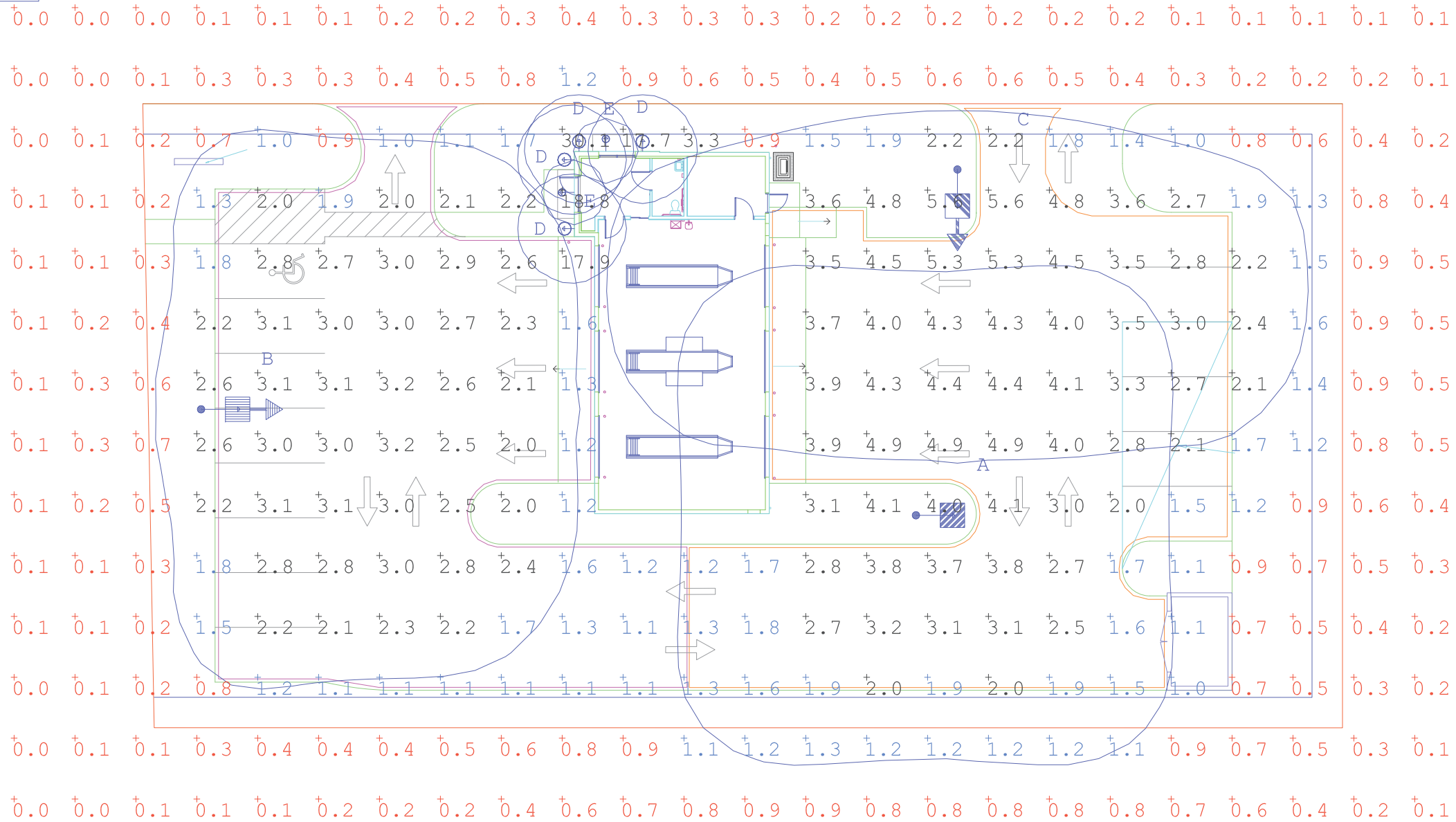


DATE: 10-31-22  
PROJECT #: \_\_\_\_\_  
DRAWN BY: VW  
CADD FILE NAME: \_\_\_\_\_

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Sheet  
2

| REVISIONS |         |      |
|-----------|---------|------|
| REV #     | DATE    | BY:  |
| 1         | 2/21/23 | J.P. |
| 2         | 3/21/23 | J.P. |
| 3         | 3/30/23 | J.P. |



| Calculation Summary |       |      |      |     |         |         |        |        |
|---------------------|-------|------|------|-----|---------|---------|--------|--------|
| Label               | Units | Avg  | Max  | Min | Avg/Min | Max/Min | PtSpLr | PtSpTb |
| FRONT               | Fc    | 2.48 | 17.9 | 1.0 | 2.48    | 17.90   | 10     | 10     |
| REAR                | Fc    | 3.30 | 5.6  | 1.5 | 2.20    | 3.73    |        |        |

| Luminaire Schedule |     |       |             |       |   |            |  |
|--------------------|-----|-------|-------------|-------|---|------------|--|
| Symbol             | Qty | Label | Lum. Lumens | LLF   | Description   | Lum. Watts |  |
|                    | 1   | A     | 22900       | 0.980 | WLS-A-L-B-22L-40K7-5Q-SLW 25' MOUNTING HEIGHT       | 132        |  |
|                    | 1   | B     | 17000       | 0.980 | WLS-A-L-B-22L-40K7-4M-BLSLF-SLW 25' MOUNTING HEIGHT | 132        |  |
|                    | 1   | C     | 17500       | 0.980 | WLS-A-L-B-22L-40K7-3M-BLSLF-SLW 25' MOUNTING HEIGHT | 132        |  |
|                    | 4   | D     | 2327        | 0.950 | WLS-CL6-940-D25L-UNO-D72-SLW 10' MOUNTING HEIGHT    | 27.888     |  |
|                    | 2   | E     | 1388        | 0.950 | WLS-ADL-15L-40-GWT-SLW 21' MOUNTING HEIGHT          | 10.9       |  |

BASED ON THE INFORMATION PROVIDED, ALL DIMENSIONS AND LUMINAIRE LOCATIONS SHOWN REPRESENT RECOMMENDED POSITIONS. THE ENGINEER AND/OR ARCHITECT MUST DETERMINE APPLICABILITY OF THE LAYOUT TO EXISTING OR FUTURE FIELD CONDITIONS.  
 THIS LIGHTING PATTERN REPRESENTS ILLUMINATION LEVELS CALCULATED FROM LABORATORY DATA TAKEN UNDER CONTROLLED CONDITIONS UTILIZING CURRENT INDUSTRY STANDARD LAMP RATINGS IN ACCORDANCE WITH ILLUMINATING ENGINEERING SOCIETY APPROVED METHODS. ACTUAL PERFORMANCE OF ANY MANUFACTURER'S LUMINAIRE MAY VARY DUE TO VARIATION IN ELECTRICAL VOLTAGE, TOLERANCE IN LAMPS AND OTHER VARIABLE FIELD CONDITIONS.

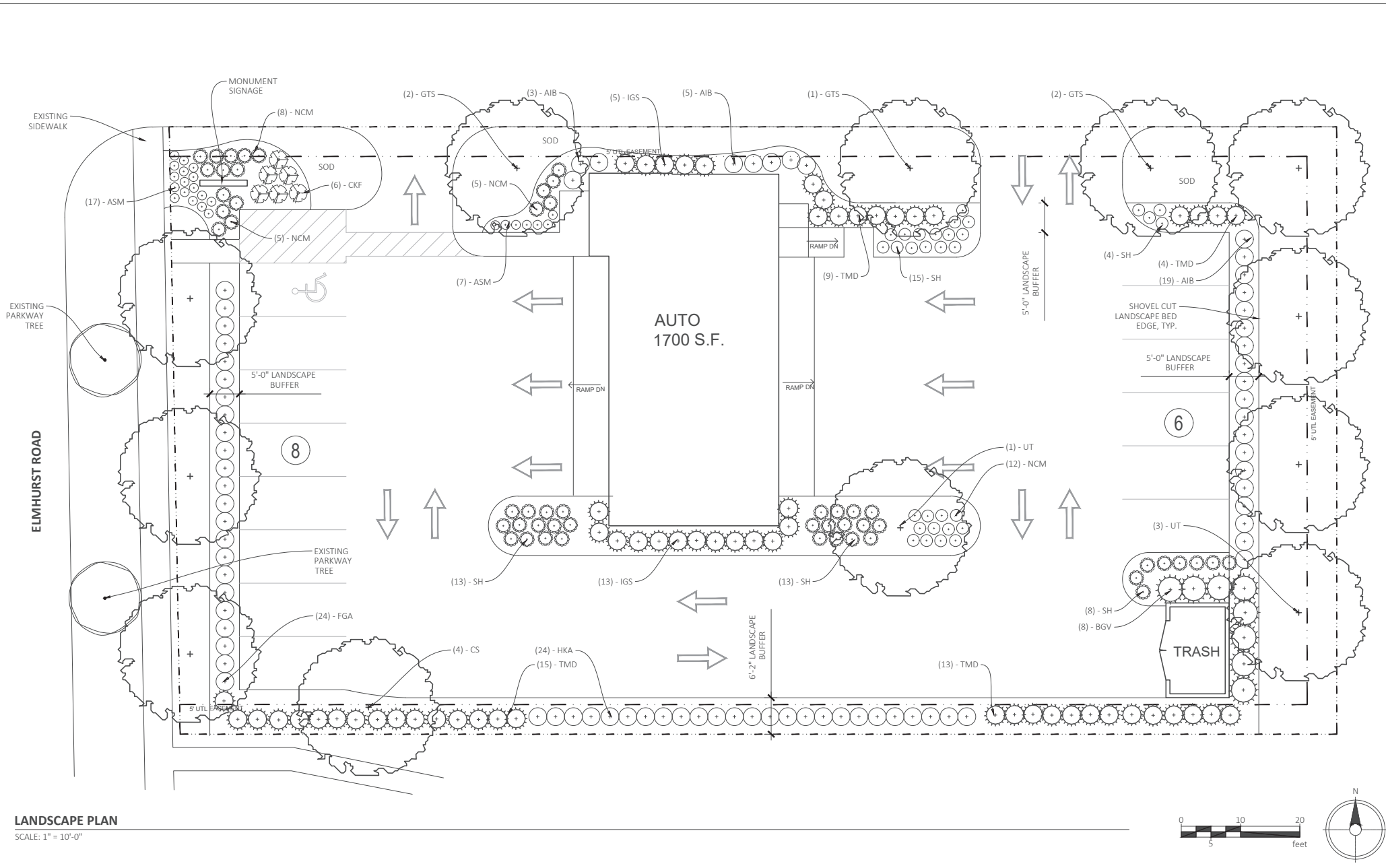
6820 CORPORATION PKWY  
 FORT WORTH, TX 76126  
 WWW.WLSLIGHTING.COM

**WLS LIGHTING**  
 a WLS company

STRICKLAND BROTHERS OIL  
 CHANGE  
 DES PLAINES, IL

WLS-17215 DATE -11/4/22 SCALE: 1"=10' 800-633-8711 PM:KEN BY: J.P. SHEET 1 OF 1

G:\Shared drives\Projects\GW Properties\Des Plaines - 827 Elmhurst\cad\GW\_Des Plaines 827 Elmhurst\_LA.dwg



**LANDSCAPE PLAN**  
SCALE: 1" = 10'-0"



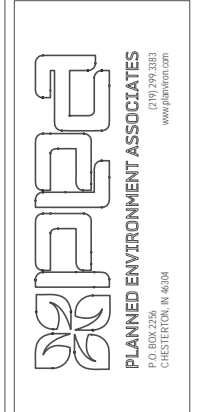
| LANDSCAPE ORDINANCE REVIEW: DES PLAINES, ILLINOIS |   |  |  |
|---|---|--|--|
| SPECIFIC ORDINANCE                                | CODE REQUIRES   | CALCULATION  | COMPLIANCE                             |
| 12-10-8: PARKING LOT LANDSCAPING                  | INTERIOR PARKING LOT LANDSCAPING: NOT LESS THAN FIVE PERCENT OF THE INTERIOR OF PARKING LOT SHALL BE DEVOTED TO LANDSCAPING. LANDSCAPED AREAS ALONG THE PERIMETER OF THE PARKING LOT BEYOND THE CURB OF EDGE OF PAVEMENT SHALL NOT BE COUNTED TOWARD THE SATISFACTION OF THIS REQUIREMENT.  | INTERIOR OF PARKING LOT = 10,380 SF * 5% = 519 SF REQUIRED                               | 650 SF PROVIDED.                       |
|   | PERIMETER PARKING LOT LANDSCAPING - SHADE TREES: ONE SHADE TREE FOR EVERY 40' OF PERIMETER LANDSCAPE AREA LENGTH. TREES MAY BE CLUSTERED.   | TOTAL PERIMETER LANDSCAPE AREA LENGTH = 450 LF. / 40 = 11 TREES REQUIRED                 | 11 TREES PROVIDED                      |
|   | PERIMETER PARKING LOT LANDSCAPING - SHRUBS: ONE SHRUB, MEASURING A MINIMUM OF 18 INCHES AT PLANTING AND NOT TO EXCEED FOUR FEET AT MATURITY, FOR EVERY THREE FEET OF PERIMETER LANDSCAPE AREA LENGTH, CLUSTERED OR SPACED LINEARLY. THE LANDSCAPE TREATMENT SHALL RUN 75 PERCENT OF THE YARD WHEN ABUTTING A NON-RESIDENTIAL USE. | TOTAL PERIMETER LANDSCAPE AREA LENGTH = 450 LF. * 75% = 338 LF / 3 = 112 SHRUBS REQUIRED | 125 PERIMETER SHRUBS PROVIDED          |
| 12-10-10: FOUNDATION PLANTING                     | CORNER LOTS: ALL CORNER LOTS SHALL BE IMPROVED WITH A MINIMUM LANDSCAPE AREA AROUND 35% OF THE FOUNDATION OF THE PRINCIPLE AND ACCESSORY STRUCTURES WITH EMPHASIS ON STREET FACING ELEVATIONS AND SHALL PROJECT AT LEAST THREE (3) FEET FROM THE BUILDING.  | N/A  | FOUNDATION PLANTING HAS BEEN MAXIMIZED |

| PLANTING SCHEDULE               |      |                                 |                                  |           |          |
|---------------------------------|------|---------------------------------|----------------------------------|-----------|----------|
| KEY                             | QTY. | BOTANICAL NAME                  | COMMON NAME                      | SIZE      | SPACING  |
| <b>DECIDUOUS TREES</b>          |      |                                 |                                  |           |          |
| CS                              | 4    | CATALPA SPECIOSA                | NORTHERN CATALPA                 | 2.5" CAL. | PER PLAN |
| GTS                             | 4    | GLEDITSIA TRIACANTHOS 'SKYCOLE' | SKYLINE HONEYLOCUST              | 2.5" CAL. | PER PLAN |
| UT                              | 4    | ULMUS 'MORTON GLOSSY'           | TRIUMPH ELM                      | 2.5" CAL. | PER PLAN |
| <b>DECIDUOUS SHRUBS</b>         |      |                                 |                                  |           |          |
| AIB                             | 27   | ARONIA MELANOCARPA 'MORTON'     | IROQUOIS BEAUTY CHOKEBERRY       | #3 CONT.  | 36" O.C. |
| FGA                             | 24   | FOTHERGILLA GARDENII            | DWARF FOTHERGILLA                | #3 CONT.  | 36" O.C. |
| HKA                             | 24   | HYPERICUM KALMIANUM             | KALM'S ST. JOHNSWORT             | #3 CONT.  | 36" O.C. |
| <b>EVERGREEN SHRUBS</b>         |      |                                 |                                  |           |          |
| BGV                             | 8    | BUXUS 'GREEN VELVET'            | GREEN VELVET BOXWOOD             | #3 CONT.  | 48" O.C. |
| IGS                             | 18   | ILEX GLABRA 'SHAMROCK'          | SHAMROCK INKBERRY                | #3 CONT.  | 36" O.C. |
| TMD                             | 41   | TAXUS X MEDIA 'DENSIFORMIS'     | DENSE YEW                        | #3 CONT.  | 36" O.C. |
| <b>PERENNIALS &amp; GRASSES</b> |      |                                 |                                  |           |          |
| ASM                             | 24   | ALLIUM 'MILLENNIUM'             | MILLENNIUM ALLIUM                | #1 CONT.  | 18" O.C. |
| CKF                             | 6    | CALAMOGROSTIS X 'KARL FOERSTER' | KARL FOERSTER FEATHER REED GRASS | #3 CONT.  | 36" O.C. |
| NCM                             | 30   | NEPETA 'CATS MEOW'              | CAT'S MEOW NEPETA                | #1 CONT.  | 24" O.C. |
| SH                              | 53   | SPOROBOLUS HETEROLEPIS          | PRAIRIE DROPS EED                | #1 CONT.  | 24" O.C. |

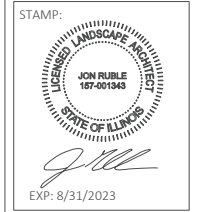
PROJECT NAME:  
**REDEVELOPMENT SITE**  
827 ELMHURST ROAD  
DES PLAINES, IL 60018

OWNER NAME:  
**GW PROPERTIES**  
2211 N. ELSTON AVENUE, UNIT 304  
CHICAGO, IL 60614

CONSULTANTS:



| SUBMITTAL & REVISIONS |                             |
|-----------------------|-----------------------------|
| 1                     | 11/07/22 INITIAL DESIGN     |
| 2                     | 01/03/23 REVISED PLAN       |
| 3                     | 01/04/23 SITE PLAN REVISION |
| 4                     | 02/16/23 SITE PLAN REVISION |
| 5                     | 03/16/23 SITE PLAN REVISION |
| 6                     | 03/27/23 SOUTH BUFFER TREE  |



NOTES:  
1. SEE SHEET L201 FOR LANDSCAPE NOTES & DETAILS.



TITLE:  
**LANDSCAPE PLAN**

SHEET:  
**L101**

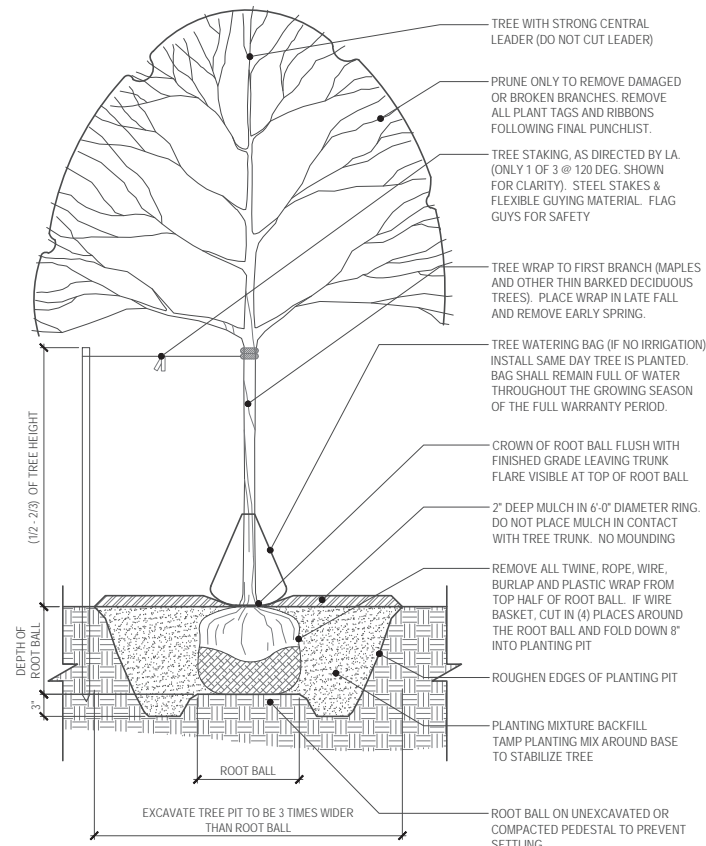
DRAWN BY: JRR  
CHECK BY: JIF  
PROJECT #: 22-048

**PLANTING NOTES**

- SEE SHEET L101 FOR LANDSCAPE ORDINANCE REVIEW DATA TABLE AND PLANT SCHEDULE.
- THE CONTRACTOR SHALL CONTACT 811 PRIOR TO WORK.
- IN CASE OF DISCREPANCIES BETWEEN THE PLAN AND THE PLANT LIST, THE GRAPHIC SYMBOLS SHOWN ON THE PLAN SHALL DICTATE.
- PLANT MATERIALS:
  - ALL PLANT MATERIALS SHALL MEET OR EXCEED THE AMERICAN STANDARDS FOR NURSERY STOCK, MOST CURRENT EDITION, AS SET FORTH BY AMERICAN ASSOCIATION OF NURSERYMEN.
  - PLANTS SHALL BE EQUAL TO OR EXCEED THE MEASUREMENTS SPECIFIED IN THE PLANT LIST.
  - PLANTS SHALL BE SOUND, HEALTHY, VIGOROUS AND FREE FROM INSECT PESTS, PLANT DISEASES, AND INJURIES.
  - TREES SHALL HAVE STRAIGHT TRUNK WITH LEADER INTACT, UNDEMANAGED AND UNLIT. BRANCHING MUST BE WELL DEVELOPED.
  - ALL PLANT MATERIAL AND SEED SHALL BE PROVIDED FROM A NURSERY (WITHIN 200 MILES) WITH A SIMILAR PLANT HARDINESS ZONE AS PROJECT LOCATION.
  - NO SUBSTITUTIONS OF PLANT MATERIALS WILL BE ALLOWED. IF PLANTS ARE NOT AVAILABLE, THE CONTRACTOR SHALL NOTIFY OWNER AND LANDSCAPE ARCHITECT PRIOR TO BID IN WRITING.
  - ALL PLANTS ARE SUBJECT TO INSPECTION AND APPROVAL. THE LANDSCAPE ARCHITECT AND OWNER RESERVE THE RIGHT TO SELECT AND TAG ALL PLANT MATERIAL AT THE NURSERY PRIOR TO PLANTING AND REJECT UNACCEPTABLE PLANT MATERIAL AT ANY TIME DURING THE PROGRESS OF THE PROJECT. CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT IN WRITING PRIOR TO BID DATE OF ANY PLANTS THEY FEEL MAY NOT SURVIVE IN LOCATIONS NOTED ON PLANS.
- IRRIGATION:
  - CONTRACTOR SHALL PROVIDE BID ALTERNATE FOR IRRIGATION PER THE IRRIGATION PERFORMANCE SPECIFICATIONS. IF BID ALTERNATE OF IRRIGATION SYSTEM IS NOT SELECTED BY OWNER, CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHMENT WATERING THROUGH TEMPORARY FACILITIES, WATERING BAGS, ETC., AS APPROVED BY OWNER FOR PLANT WARRANTY.
- TOPSOIL & PLANTING MIXTURES:
  - ENSURE THAT SOIL CONDITIONS AND COMPACTION ARE ADEQUATE TO ALLOW FOR PROPER DRAINAGE AROUND THE CONSTRUCTION SITE. UNDESIRABLE CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO BEGINNING OF WORK. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE PROPER SURFACE AND SUBSURFACE DRAINAGE IN ALL AREAS.
  - SALVAGE TOPSOIL FROM THE EARTHWORK AREAS AS APPROPRIATE AND/OR AS DIRECTED BY LANDSCAPE ARCHITECT AND STOCKPILE FOR REUSE IN LOCATION APPROVED BY OWNER.
  - TOPSOIL SHALL BE MATERIALS CONSISTING OF FERTILE, FRIABLE, FINE SANDY LOAM, UNIFORM IN COMPOSITION AND FREE OF SUBSOIL, STONES, LUMPS, CLODS OF HARD EARTH, PLANTS, PLANT ROOTS, STICKS, NOXIOUS WEEDS, SLAG, CINDERS, DEMOLITION DEBRIS OR OTHER EXTRANEOUS MATTER OVER 1" IN LARGEST DIMENSION.
  - EXISTING TOPSOIL SHALL BE PREPARED BY THOROUGHLY MIXING IN COMPOST AT THE RATE OF 1/3 VOLUME OF SOIL REPLACED.
  - TOPSOIL SHALL BE TESTED AND AMENDED (AS SPECIFIED BY THE TESTING AGENCY) TO THE FOLLOWING:
    - ADJUST SOIL TO A pH OF 6.0 TO 6.5.
    - ORGANIC MATTER: 4% MIN, 10% MAX
    - AVAILABLE PHOSPHORUS: 25 PPM, MIN
    - EXCHANGEABLE POTASSIUM: 125 PPM, MIN
  - THE FOLLOWING FERTILIZERS SHALL BE USED AS FOLLOWS, OR ALTERNATIVES SUBMITTED BY CONTRACTOR TO OWNER AND LANDSCAPE ARCHITECT FOR APPROVAL:
    - TREES & SHRUBS = 14-4-6 BRIQUETTES @ 17g
    - LAWN = HIGH NITROGEN STARTER FERTILIZER
  - LAWN SEED & SOD AREAS SHALL RECEIVE A MINIMUM OF 4" DEPTH OF TOPSOIL.
  - PLANTING BEDS SHALL RECEIVE MINIMUM 6" DEPTH OF AMENDED TOPSOIL.
  - NATIVE LANDSCAPE SEEDING AREAS SHALL RECEIVE A MINIMUM 18" DEPTH OF TOPSOIL.
- MULCH MATERIALS:
  - ALL MULCH MATERIALS SHALL BE PROCESSED DOUBLE SHREDDED HARDWOOD BARK MULCH OF UNIFORM SIZE. NO UTILITY MULCH OR PROCESSED TREE TRIMMINGS WILL BE ALLOWED. SUBMIT SAMPLE TO ARCHITECT.
  - MULCH SHALL BE 2-INCH THICK MINIMUM COVERAGE IN ALL AREAS OF TREE PITS OR PLANTING BEDS, UNLESS OTHERWISE NOTED.
  - MULCH SHALL BE HELD 1" BELOW SURFACE ELEVATION OF DOWNHILL SIDE OF WALK, SLAB, CURB, LAWN, ETC.
- LANDSCAPE BED EDGING:
  - ALL LANDSCAPE BED EDGING SHALL BE SHOVEL-CUT SPADE EDGE BETWEEN LAWN AREAS UNLESS OTHERWISE NOTED.
- STORAGE & INSTALLATION:
  - CONFIRM LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO START OF CONSTRUCTION.
  - EXISTING TREES FOUND ON SITE SHALL BE PROTECTED AND SAVED UNLESS NOTED TO BE REMOVED OR ARE LOCATED IN AN AREA TO BE GRADED. NO VEHICLES OR EQUIPMENT ARE ALLOWED WITHIN THE DRIP LINE OF TREES TO BE PROTECTED. QUESTIONS REGARDING EXISTING PLANT MATERIAL SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO REMOVAL.
  - PRUNING AND REMOVAL OF BRANCHES ON EXISTING TREES SHALL BE DIRECTED IN THE FIELD BY OWNER OR LANDSCAPE ARCHITECT.
  - EQUIPMENT, PLANTS AND ALL OTHER MATERIALS TO BE STORED ON SITE WILL BE STORED OUTSIDE OF THE DRIP LINE OF TREES TO BE PROTECTED AND PLACED WHERE THEY WILL NOT CONFLICT W/ CONSTRUCTION OPERATIONS.
  - NEW PLANTING AREAS ARE TO BE TREATED WITH HERBICIDE (APPROVED BY STATE CHEMIST) TO KILL ALL EXISTING GROUND COVER. THERE SHALL BE A MINIMUM OF TWO (2) APPLICATIONS SEPARATED BY 10 DAYS. IF ALL EXISTING GROUND COVER VEGETATION IS NOT KILLED WITHIN 10 DAYS OF 2ND APPLICATION, A 3RD APPLICATION IS REQUIRED.
  - WHERE PROPOSED PLANTINGS ARE INDICATED IN EXISTING PAVING AREAS, CONTRACTOR SHALL EXCAVATE A MINIMUM OF 2'-0" BELOW PAVING SURFACE.
  - FINAL PLACEMENT OF PLANT MATERIALS, ETC., ARE SUBJECT TO APPROVAL BY OWNER AND LANDSCAPE ARCHITECT BEFORE PLANTING OPERATIONS ARE TO PROCEED. ALL TREE LOCATIONS SHALL BE MARKED WITH A WOOD STAKE OR FLAG INDICATING VARIETY AND SIZE OF TREE. ALL GROUND COVER AND PLANTING BED LINES SHALL BE MARKED W/ HIGHLY VISIBLE PAINT LINES W/ OCCASIONAL WOOD STAKES FOR REFERENCE. ALL STAKES SHALL BE REMOVED FOLLOWING PLANTING OPERATIONS. OWNER RESERVES THE RIGHT TO ADJUST PLANT LOCATIONS ON SITE.
  - ALL DISTURBED AREAS OUTSIDE THE LIMITS OF WORK SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION AT NO ADDITIONAL COST TO THE OWNER.
  - PRIOR TO FINAL PAYMENT, CONTRACTOR SHALL COORDINATE A FINAL INSPECTION WALK-THROUGH WITH OWNER AND LANDSCAPE ARCHITECT FOR OWNER ACCEPTANCE. THE LANDSCAPE ARCHITECT WILL PROVIDE A PUNCHLIST OF ANY DEFICIENCIES AND PROVIDE TO OWNER AND CONTRACTOR FOR REVIEW AND REMEDIATION.
- MAINTENANCE:
  - INCLUDE PRICING WITH THE BID FOR A 60-DAY MAINTENANCE PERIOD OF ALL LANDSCAPE PLANTINGS FOLLOWING COMPLETE INSTALLATION AND FINAL INSPECTION BY OWNER AND LANDSCAPE ARCHITECT. MAINTENANCE SHALL INCLUDE WATERING, WEEDING, CULTIVATING, MULCHING, MOWING, AND ALL OTHER NECESSARY OPERATIONS REQUIRED FOR PROPER ESTABLISHMENT OF LAWNS AND PLANTINGS.
- WARRANTY:
  - ALL LANDSCAPE PLANTINGS SHALL BE WARRANTED FOR A PERIOD OF ONE YEAR FOLLOWING 60-DAY MAINTENANCE PERIOD. AT THE END OF THIS PERIOD, PLANT MATERIAL TERMED DEAD OR UNSATISFACTORY (EXCEPT FOR DEFECTS RESULTING FROM ABUSE OR DAMAGE BY OTHERS, OR OTHER ACTS DETERMINED AS FORCE MAJEURE) BY OWNER AND LANDSCAPE ARCHITECT SHALL BE REPLACED AT NO ADDITIONAL CHARGE BY THE CONTRACTOR. THE REPLACEMENTS SHALL ALSO BE WARRANTED FOR 1 YEAR.

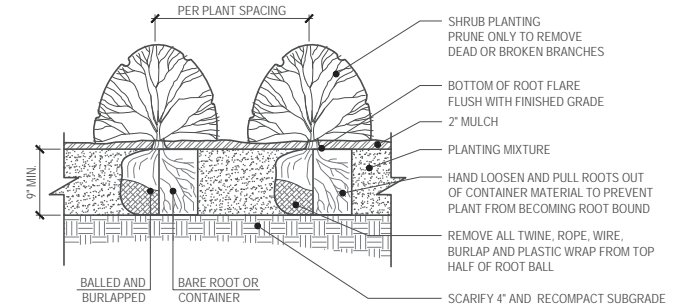
**IRRIGATION NOTES:**

- CONTRACTOR SHALL PROVIDE DESIGN/BUILD IRRIGATION SYSTEM PER THE IRRIGATION NOTES BELOW:
  - DESIGN GUIDELINES: CONTRACTOR TO VERIFY PRESSURE AND AVAILABLE WATER SERVICE SIZE
  - EMISSION (LAWNS): HUNTER I-40 SPRAY ROTARS (OR APPROVED EQUAL)
  - DRIP (BEDS): HUNTER HDL-CV (OR APPROVED EQUAL)
  - QUICK COUPLER: HUNTER QCV - 3RC
  - CONTROLLER: HUNTER HCC (OR APPROVED EQUAL)
  - SENSOR: HUNTER SOLAR-SYNC & HC FLOW METER (OR APPROVED EQUAL)
  - PIPING: PVC OR APPROVED EQUAL
  - INSECT REPELLENT: AUTOMATED PRO FEEDER SYSTEM WITH 5-GALLON STORAGE FOR NATURE SHIELD
- CONTRACTOR SHALL PROVIDE A QUALIFIED IRRIGATION DESIGNER OR IRRIGATION CONSULTANT TO DESIGN THE SYSTEM FOR EFFICIENT AND UNIFORM DISTRIBUTION OF WATER. "QUALIFIED" MEANS CERTIFIED BY ONE OF THE FOLLOWING AGENCIES BELOW:
  - CERTIFIED IRRIGATION CONTRACTOR (CIC)
  - CERTIFIED LANDSCAPE IRRIGATION AUDITOR (CLIA)
  - CERTIFIED LANDSCAPE IRRIGATION MANAGER (CLIM)
  - CERTIFIED IRRIGATION DESIGNER (CID)
  - CERTIFIED WATER CONSERVATION MANAGER-LANDSCAPE (CWCM)
- SYSTEM DESIGN:
  - THE SYSTEM SHALL BE COMPRISED OF EITHER:
    - DRIP/MICRO-IRRIGATION COMPONENTS THAT ALLOW FOR HIGHER DISTRIBUTION UNIFORMITY AND LOWER EVAPORATION AND RUNOFF.
    - THE DESIGN AND LAYOUT OF THE EMISSION DEVICES PROVIDES FOR ZERO OVERSPRAY ACROSS OR ONTO A STREET, PUBLIC DRIVEWAY OR SIDEWALK, PARKING AREA, BUILDING, FENCE OR ADJOINING PROPERTY. OVERSPRAY MAY OCCUR DURING THE OPERATION OF THE IRRIGATION SYSTEM DUE TO THE ACTUAL WIND CONDITION THAT DIFFER FROM THE DESIGN CRITERIA.
- SYSTEM CONTROLLER:
  - THE SYSTEM SHOULD USE A CONTROLLER THAT HAS MULTI-PROGRAM CAPABILITY WITH AT LEAST FOUR START TIMES (FOR MULTIPLE REPEAT SOAK CYCLES) AND RUN TIME ADJUSTMENT IN ONE MINUTE INCREMENTS. THE CONTROLLER PROGRAMMING (SCHEDULING) SHOULD BE MANAGED TO RESPOND TO THE CHANGING NEED FOR WATER IN THE LANDSCAPE.
- DESIGN FEATURES:
  - FOLLOW ALL ORDINANCES RELATING TO IRRIGATION SYSTEMS INCLUDING THE INSTALLATION OF BACKFLOW DEVICES.
  - INSTALL A MASTER VALVE TO STOP UNSCHEDULED FLOW OF IRRIGATION WATER
  - A DESIGN THAT RESULTS IN UNIFORM AND EFFICIENT COVERAGE. SPRINKLER HEAD SPACING SHOULD BE A MINIMUM OF "HEAD-TO-HEAD" (MINIMUM 50% OF DIAMETER) UNLESS THE COVERAGE IS DESIGNED FOR WIND DE-RATING. WIND DE-RATING SHOULD BE BASED ON AVERAGE NIGHTTIME WIND SPEED.
  - A MINIMUM OF "HEAD-TO-HEAD" (MINIMUM OF 50% OF DIAMETER) UNLESS THE COVERAGE IS DESIGNED FOR WIND DE-RATING. WIND DE-RATING SHOULD BE BASED ON AVERAGE NIGHTTIME WIND SPEED.
  - HAVE SEPARATE STATIONS/ZONES (HYDROZONES) FOR AREAS WITH DISSIMILAR WATER OR SCHEDULING REQUIREMENTS
  - PROVIDE SENSOR TO SUSPEND IRRIGATION DURING WET WEATHER CONDITIONS.
  - PROVIDE FLOW METER FOR MONITORING FLOW CONDITIONS AND SAVING WATER.
  - PROVIDE OWNER WITH WALKTHROUGH FOR SYSTEM OPERATIONS, PRIOR TO FINAL ACCEPTANCE. INCLUDE PROCEDURES FOR CONTROLLER PROGRAMMING, MAINTENANCE AND WINTERIZATION.



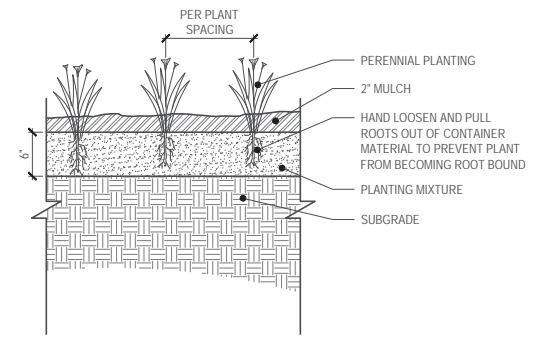
**1 TREE PLANTING**

SCALE: 1/2" = 1'-0"



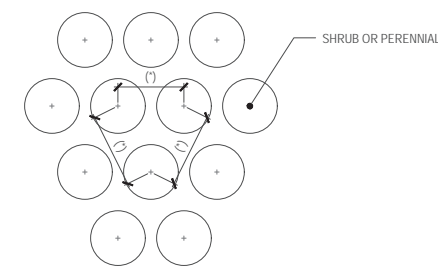
**2 SHRUB PLANTING**

SCALE: 1" = 1'-0"



**3 PERENNIAL PLANTING**

SCALE: 1" = 1'-0"



**4 PLANT SPACING**

NOT TO SCALE

PROJECT NAME:  
**REDEVELOPMENT SITE**  
827 ELMHURST ROAD  
DES PLAINES, IL 60018

OWNER NAME:  
**GW PROPERTIES**  
2211 N. ELSTON AVENUE, UNIT 304  
CHICAGO, IL 60614

CONSULTANTS:

**Planned**  
**PLANNED ENVIRONMENT ASSOCIATES**  
(219) 399-3383  
www.planned.com  
P.O. BOX 2256  
CHESTERTON, IN 46304

| SUBMITTAL & REVISIONS |                              |
|-----------------------|------------------------------|
| 1                     | 11/07/22 INITIAL DESIGN      |
| 2                     | 01/03/23 REVISED PLAN        |
| 3                     | 01/04/23 SITE PLAN REVISION  |
| 4                     | 07/16/23 SITE PLAN REVISIONS |
| 5                     | 03/16/23 SITE PLAN REVISIONS |
| 6                     | 03/27/23 SOUTH BUFFER TREE   |

STAMP:  
  
 EXP: 8/31/2023

TITLE:  
**PLATING DETAILS & NOTES**

SHEET:  
**L201**

DRAWN BY: JRR  
CHECK BY: JIF  
PROJECT #: 22-048



**EXHIBIT H**

**UNCONDITIONAL AGREEMENT AND CONSENT**

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

**WHEREAS**, GW Property Group, LLC ("**Petitioner**") is the contract purchaser of the property known as 827 Elmhurst Road, Des Plaines, Illinois ("**Subject Property**"); and

**WHEREAS**, RDK Ventures, LLC, d/b/a Mac's Convenience Stores, LLC ("**Owner**"), is the owner of the Subject Property; and

**WHEREAS**, Ordinance No. Z-8-23 adopted by the City Council of the City of Des Plaines on \_\_\_\_\_, 2023 ("**Ordinance**"), grants approval of a conditional use permit to allow the operation of an auto services repair establishment on the Subject Property, subject to certain conditions; and

**WHEREAS**, Petitioner and Owner desire to evidence to the City their unconditional agreement and consent to accept and abide by each of the terms, conditions, and limitations set forth in said Ordinance, and its consent to recording the Ordinance and this Unconditional Agreement and Consent against the Subject Property;

**NOW, THEREFORE**, Petitioner and Owner do hereby agree and covenant as follows:

1. Petitioner and Owner hereby unconditionally agree to accept, consent to and abide by all of the terms, conditions, restrictions, and provisions of that certain Ordinance No. Z-8-23, adopted by the City Council on \_\_\_\_\_, 2023.
2. Petitioner and Owner acknowledge and agree that the City is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the City's review and approval of any plans for the Subject Property, or the issuance of any permits for the use and development of the Subject Property, and that the City's review and approval of any such plans and issuance of any such permits does not, and shall not, in any way, be deemed to insure Petitioner or Owner against damage or injury of any kind and at any time.
3. Petitioner and Owner acknowledge that the public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, have considered the possibility of the revocation provided for in the Ordinance, and agree not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the procedures required by Section 12-4-7 of the City's Zoning Ordinance are followed.

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

**GW PROPERTY GROUP, LLC**

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

**SUBSCRIBED** and **SWORN** to  
before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2023.

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

**RDK VENTURES, LLC D/B/A MAC'S CONVENIENCE STORES, LLC**

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

**SUBSCRIBED** and **SWORN** to  
before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2023.

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