



CITY COUNCIL AGENDA

Monday, May 15, 2023

Closed Session – 6:00 p.m.

Regular Session – 7:00 p.m.

Room 102

CALL TO ORDER

CLOSED SESSION

PROBABLE OR IMMINENT LITIGATION

PERSONNEL

SALE OF PROPERTY

PURCHASE OR LEASE OF PROPERTY

LITIGATION

REGULAR SESSION

ROLL CALL

PRAYER

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

(matters not on the agenda)

ALDERMEN ANNOUNCEMENTS/COMMENTS

MAYORAL ANNOUNCEMENTS/COMMENTS

CITY CLERK ANNOUNCEMENTS/COMMENTS

MANAGER'S REPORT

CITY ATTORNEY/GENERAL COUNSEL REPORT

CONSENT AGENDA

1. **FIRST READING – ORDINANCE M-11-23:** Declaring a Jetter Truck Owned by the City of Des Plaines as Surplus and Approving the Purchase of a Vac-Con VecJet VJT1500 Sewer Jetter Truck Through Sourcewell Contract #101221-VAC from Vac-Con, Inc., Green Cove Springs, Florida in the Amount of \$372,711.79. Budgeted Funds – Equipment Replacement.
2. **RESOLUTION R-95-23:** Approving a First Addendum to the Intergovernmental Agreement with the City of Chicago to Update Rights and Responsibilities Regarding Utility Improvements of the Elgin O’Hare Western Access Project
3. **RESOLUTION R-97-23:** Approving a Three-Year Contract Renewal for the Freedom of Information Act (FOIA) Public Records Tracking System with Granicus, LLC, Woodridge, Illinois in the Amount of \$22,050.04. Budgeted Funds – City Clerk/R&M/Software.
4. **RESOLUTION R-98-23:** Approving the Purchase of Network Equipment for the Police Department Addition from IT Savvy, LLC, Chicago, Illinois in the Amount of \$119,212.37. Budgeted Funds – Facilities Replacement.
5. **RESOLUTION R-99-23:** Approving the Purchase of Eighteen (18) Dell Latitude Laptop Computers and Docking Stations from Dell Technologies in an Amount Not-to-Exceed \$30,269.16. Funded by Asset Forfeiture Funds.
6. **RESOLUTION R-101-23:** Approving the 2023-2024 Annual Membership Renewal to the Northwest Municipal Conference (NWMC) in the Amount of \$25,528.00. Budgeted Funds – Elected Office/Legislative/Membership Dues.
7. **RESOLUTION R-103-23:** Approving the Purchase and Sale Agreement for the Property Located at 269 S. Des Plaines River Road, Des Plaines, Illinois. Purchase Price is \$225,000.
8. Minutes/Regular Meeting – May 1, 2023

REPORT OUT BY COMMITTEE ON COMMITTEES

1. a. Committee Recommendation of Appointments and Designation of Chairs
- b. **RESOLUTION R-102-23:** Designating the Chairs, Vice-Chairs and Members of the Standing Committees of the Des Plaines City Council

UNFINISHED BUSINESS

n/a

NEW BUSINESS

1. **FINANCE & ADMINISTRATION** – *Chairman to be Determined*
 - a. Warrant Register in the Amount of \$4,541,728.64 – **RESOLUTION R-100-23**

2. **COMMUNITY DEVELOPMENT** – *Chairman to be Determined*
 - a. Consideration of a Conditional Use Permit for an Assembly Use Operation in the Commercially Zoned C-5 Zoning District and for the Operation of a Private Elementary and High School in the C-5 Zoning District at 820-848 Lee Street – **FIRST READING – ORDINANCE Z-10-23**

OTHER MAYOR/ALDERMEN COMMENTS FOR THE GOOD OF THE ORDER

ADJOURNMENT

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

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



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: May 4, 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: Vac-Con VecJet VJT1500 Sewer Jetter Truck

Issue: The 2023 budget includes \$493,527 in funding for a Sewer Jetter Truck for the purpose of jet-rodding sewer mains and manholes.

Analysis: With the age (2007) of our existing machine, it has become difficult to conduct our job duties due to breakdowns. Repairs have been costly, and downtime has been excessive. Within the last 12 months the cost of maintenance has been \$30,000, most notably from transmission and reel control repairs. The vehicle has been out of service for months at a time for these repairs. This piece of equipment is a key component to Sewer Division and is needed for the maintenance of the City's sewer infrastructure.

After reviewing the Vac-Con Sewer Jetter Truck model and the options available and the City's current equipment, the Vac-Con VecJet VJT1500 was chosen by crew members and staff to best fit the City's needs. Vac-Con, Inc. is the manufacturer of this unit and it is available through Sourcewell (formerly National Joint Powers Alliance), which is a cooperative purchasing entity for government and educational agencies of which the City is a member. Per Sourcewell Contract #101221-VAC this equipment can be purchased in the amount of \$372,711.79.

Recommendation: We recommend the purchase of a Vac-Con VecJet VJT1500 Sewer Jetter Truck through Sourcewell Contract #101221-VAC, from Vac-Con, Inc., 969 Hall Park Road, Green Cove Springs, FL 32043, in the amount of \$372,711.79 and trade-in of our 2007 IHC 4400 Sewer Jetter. Source of funding will be the Equipment Replacement Fund account (500-00-570-0000.8020).

Attachments:

Attachment 1 – Contract # 101221-VAC Proposal
Ordinance M-11-23
Exhibit A – List of Surplus Property

CITY OF DES PLAINES
CONTRACT FOR PRICING AND DELIVERY
OF VAC-CON VECJET MODEL VJT1500
UTILIZING SOURCEWELL CONTRACT 101221-VAC

Full Name of Vendor Vac-Con, Inc.

Principal Office Address 969 Hall Park Road, Green Cove Springs, FL 32043

Local Office Address _____

Contact Person Rachel Deel Telephone Number 904-529-1315

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

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

1. Contract to Deliver Products

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

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

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

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

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

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

2. Pricing

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

Product Item No.	Description of Product	Quantity of Product	Unit Price of Product
Vac-con Vecjet VJT1500	Sewer Jetter Truck	One (1)	\$372,711.79

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

372,711 Dollars and 79 Cents (in figures only)

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

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

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

C. Time of Payment

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

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

3. Contract Time

The Vendor shall deliver the Products to the City at the Delivery Address not later than May 30, 2024 ("*Delivery Date*"). Without waiving any other remedies available to the City under this Contract or at law or in equity, if the Vendor delivers the Products to the City more than 28 days after the Delivery Date, then the total Contract Price shall be reduced by one percent for every seven-day period that elapses within the period of time beginning on the day after the Delivery Date and ending on the actual date that the Vendor delivers the Products to the City. **Vendor must notify the City in writing immediately of any delays emanating from Supply Chain, or Chassis availability delays. It will be the City's discretion to waive the penalty or extend the Delivery Date based on information provided.**

4. Financial Assurance

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

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

5. Firm Contract

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

6. Bidder's Representations and Warranties

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

A. The Products. All Products, and all of their components, shall be of merchantable quality and, for a period of not less than *[one year]* after delivery to the City: (1) shall be free from any latent or patent defects or flaws in workmanship, materials, and design; (2) shall strictly conform to the requirements of this Contract, including, without limitation, the performance standards set forth in Subsection 1B of this Contract; and (3) shall

be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranties expressed herein shall be in addition to any other warranties applicable to the Products (including any manufacturer's warranty) expressed or implied by law, which are hereby reserved unto the City.

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

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

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

7. Acknowledgements

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

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

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

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

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

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

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

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

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

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

DATED this 6 day of April 2023.

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

Vendor's Name: VAC-CON, INC

Doing Business As (if different): _____

Signature of Vendor or Authorized Agent: Rachel Deel

(corporate seal) Printed Name: RACHEL DEEL
 (if corporation)

Title/Position: SALES ADMINISTRATION SUPERVISOR

Vendor's Business Address: 969 HALL PARK RD
GREEN COVE SPRINGS, FL 32043

Vendor's Business Telephone: 904-529-1315 Facsimile: _____

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

NAME	TITLE	ADDRESS
TODD M. MASLEY	PRESIDENT	969 HALL PARK RD GREEN COVE SPRINGS, FL 32043
JOSEPH S. HAAS	DIRECTOR, VP	500 LAKE COOK RD, STE 400 DEERFIELD, IL 60015
CRAIG RATH	CFO	969 HALL PARK RD GREEN COVE SPRINGS, FL 32043
JAY SCHAUER	SECRETARY, TREASURER	500 LAKE COOK RD, STE 400 DEERFIELD, IL 60015

ACCEPTANCE

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

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

CITY OF DES PLAINES

By: _____

Title: _____



SOURCEWELL QUOTE FOR A VAC-CON SEWER JET TRUCK
SOURCEWELL CONTRACT NO 101221-VAC

02/14/2023

Customer: CITY OF DES PLAINES

Delivery: ILLINOIS

Description	Amount
Vac-Con VecJet model VJT1500 truck mounted jetter with all standard equipment	
700' x 1" x 3000 PSI jet rodder hose	
50/3000, FMC water pump	
Power guide auto level wind	
Water level indicator - control panel	
Cone storage rack	
Long handle storage/PVC (2)	
Spray bar assembly with in cab controls	
LED Mid body flood lights with guards	
LED Rear mounted flood lights with limb guard	
Two Mirror mounted LED strobe lights with limb guards	
LED Rear mounted flood lights with limb guard - located at bottom corner, both sides	
LED Rear mounted flood lights with limb guard - located at middle of the truck, both sides	
LED Rear mounted flood lights with limb guard - located at the top corners, both sides	
Wireless remote control system	
ENZ Rotating Turbine Chain Scraper	
CUES QZIII Pole Camera	
Freightliner 108 SD CARB22 4 x 2 37,000 GVWR 270 HP with auto 3000RDS transmission	

Description	Amount
Mounting on chassis	
Training at customer facility	
Pre-delivery inspection	
Freight	
TOTAL PRICE TO SOURCEWELL MEMBER	\$397,711.79
Trade In: 2006 SECA Jet	(\$25,000.00)
TOTAL PRICE OFFERED TO SOURCEWELL MEMBER	\$372,711.79

VENDOR/CONTRACT HOLDER: VAC-CON, INC. 969 HALL PARK RD GREEN COVE SPRINGS FL 32043
CONTACT: M.J. DUBOIS EMAIL: MJDUBOIS@DUCOLLC.COM PH: 410-924-1004

THIS QUOTE IS VALID FOR (30) DAYS FROM THE DATE OF QUOTATION



Vac-Con Model VJT 1500 Truck Mounted High Pressure Sewer Jetter, 1,500 Gallon

Main Information

Model	VJT 1500 Truck Mounted High Pressure Sewer Jetter- 1,500 Gallon
Jet Rodder Hose	700' x 1" Jet Rodder Hose
Water System	80/2500, FMC

Standard Equipment Includes:

REAR MOUNTED TELESCOPING & ROTATING HOSE REEL
20' OF 1" LEADER HOSE
HOSE REWIND GUIDE - MANUAL
NEMA 4 CONTROL PANEL
RECIRCULATION SYSTEM @ HIGHWAY SPEED
AIRTRONIC COMPARTMENT HEATER
AIR PURGE SYSTEM POWERED BY CHASSIS
HYDROSTATIC DRIVE VIA FEPTO
ALUMINUM SHROUD ENCLOSURE (white) W/3 ROLL UP DOORS
1,500 GALLON TANK
2.5" FILL SYSTEM DUAL FILL
LOW WATER ALARM
REEL/WATER PUMP COMPARTMENT LED LIGHT - Qty. 2
REAR LED WORK LIGHTS - QTY. 2
REAR MOUNTED LED ARROW STICK - QTY 1
BEACON/STROBE LIGHT - QTY 1
LED STROBE LIGHT (QTY 6) 1 each side, 2 rear, 2 front
LED WORK LIGHT LOCATED BELOW THE REEL - QTY 2
REAR BACK UP CAMERA W/7 INCH COLOR MONITOR IN CAB
PENETRATOR NOZZLE - ENZ
CLEANING NOZZLE - ENZ
FINNED NOZZLE EXTENSION
25' FILL HOSE
WASHDOWN GUN W/25' EXTENSION HOSE & REEL
USB OPERATORS/OWNERS MANUAL
LED STOP/TAIL/TURN LIGHTS
MUD FLAPS
BUMPER
HITCH RECEIVER
ICC APPROVED LIGHTING
Standard paint color White

Water System Options

Qty Description

- 1 POWER GUIDE AUTO LEVEL WIND
- 1 WATER LEVEL INDICATOR - CONTROL PANEL

Misc Machine Options

Qty Description

- 1 SPRAY BAR ASSEMBLY WITH IN-CAB CONTROLS
- 1 CONE STORAGE RACK
- 1 LONG HANDLE STORAGE/PVC (2) REAR

Misc Accessories

Qty Description

- 1 LED MIDBODY FLOOD LIGHTS WITH GUARDS
- 2 MIRROR MOUNTED LED BEACN/TROBE LIGHT WITH LIMB GUARD
- 1 SIDE DOT STROBES MOUNTED TOP REAR, BOTH SIDES
- 4 LED REAR MOUNTED FLOOD LIGHTS WITH LIMB GUARD, PER CUSTOMER SPEC
- 1 ENZ CHAIN SCRAPER NOZZLE, 6"- 10"
- 1 WIRELESS REMOTE CONTROL
 - CUES QUICKZOOM 3 POLE CAMERA
 - 1 High-Definition Wireless Camera Assembly:
 - 6 LED Spotlights
 - 2 LED Flood Lights
 - 1 USB Out
 - 1 Distance to Defect
 - 1 Carbon Fiber Telescoping Pole 24.5':
 - 1 Low Profile Lock Handles
 - 1 Height Adjustment Rod
- 1
 - 1 Padded Lockable Storage Case
 - 2 Rechargeable Batteries
 - 1 Battery Charger
 - 1 Anti-fog Spray
 - 1 Lens Cleaning Cloth
- RUGGEDIZED TABLET ASSEMBLY
 - 8-inch screen, Android OS, Protective Case with Touch Screen Pen Mount, Anti-Glare Screen Protector, Touch screen pen, IP67 Rated
- HARNESS ASSY, TABLET MOUNT

Tool/Storage Boxes

Qty Description

- 1 ALUMINUM TOOLBOX PKG. (5) 2 EACH SIDE, 1 REAR

Truck Chassis Information

Freightliner 108SD 4x2 37K GVWR ISL270 3000RDS (Bogie Roll)

Prepared for:
 Todd Masley
 VAC CON BB
 969 HALL PARK RD
 GREEN COVE SPRINGS, FL 32043
 Phone: 904-284-4200

Prepared by:
 Bret Catto
 TOM NEHL
 417 S EDGEWOOD AVENUE
 JACKSONVILLE, FL 32254
 Phone: 9043893653

S P E C I F I C A T I O N P R O P O S A L

Description	Weight Front	Weight Rear
Price Level		
SD PRL-27D (EFF:MY24 ORDERS)		
Data Version		
SPECPRO21 DATA RELEASE VER 033		
Vehicle Configuration		
108SD CONVENTIONAL CHASSIS	6,829	3,748
2024 MODEL YEAR SPECIFIED		
SET BACK AXLE - TRUCK		
STRAIGHT TRUCK PROVISION		
LH PRIMARY STEERING LOCATION		
General Service		
TRUCK CONFIGURATION		
DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
UTILITY/REPAIR/MAINTENANCE SERVICE		
UTILITY BUSINESS SEGMENT		
LIQUID BULK COMMODITY		
TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
MAXIMUM 8% EXPECTED GRADE		
SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
FREIGHTLINER SD VOCATIONAL WARRANTY		
EXPECTED FRONT AXLE(S) LOAD : 14000.0 lbs		
EXPECTED REAR DRIVE AXLE(S) LOAD : 23000.0 lbs		
EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 37000.0 lbs		

Application Version 11.7.906
 Data Version PRL-27D.033
 2024MY 108SD 4x2 37000 ISL270
 3000RDS VJT

03/14/2023 10:24 AM

Page 1 of 24

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 Phone: 904-284-4200

Prepared by:
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 TOM NEHL
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 JACKSONVILLE, FL 32254
 Phone: 9043893653

Description	Weight Front	Weight Rear
Truck Service		
SEWER/INDUSTRIAL VACUUM BODY VAC CON		
Engine		
CUM L9 270 HP @ 2200 RPM; 2200 GOV RPM, 860 LB-FT @ 1200 RPM		
Electronic Parameters		
72 MPH ROAD SPEED LIMIT CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT CUMMINS TRIP INFORMATION REPORTS ENABLED; LEVEL 1: 4 MPH, LEVEL 2: 7 MPH ABOVE ROAD SPEED LIMIT PTO MODE ENGINE RPM LIMIT - 1200 RPM PTO MODE THROTTLE OVERRIDE - LIMIT TO 1400 RPM PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED PTO RPM WITH CRUISE SET SWITCH - 1200 RPM PTO RPM WITH CRUISE RESUME SWITCH - 1200 RPM PTO MODE CANCEL VEHICLE SPEED - 5 MPH PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND TWO REMOTE PTO SPEEDS PTO SPEED 1 SETTING - 1200 RPM PTO SPEED 2 SETTING - 900 RPM AUTOMATIC MAINTENANCE MONITOR WITH ALERT AT 5% OF INTERVAL REMAINING PTO MINIMUM RPM - 900 REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
Engine Equipment		
2010 EPA/CARB/GHG21 CONFIGURATION 2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD CORNER OF DRIVER DOOR) STANDARD OIL PAN ENGINE MOUNTED OIL CHECK AND FILL SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER		

Application Version 11.7.906
 Data Version PRL-27D.033
 2024MY 108SD 4x2 37000 ISL270
 3000RDS VJT

03/14/2023 10:24 AM

Page 2 of 24

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Description	Weight Front	Weight Rear
DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
(2) DTNA GENUINE, FLOODED STARTING, MIN 2000CCA, 370RC, THREADED STUD BATTERIES		
BATTERY BOX FRAME MOUNTED		
STANDARD BATTERY JUMPERS		
SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		
WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
NON-POLISHED BATTERY BOX COVER		
POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH WITH LOCKING PROVISION MOUNTED OUTBOARD DRIVER SEAT	2	
POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF	20	
RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH		
INTEGRATED STACK AND B-PILLAR PIPE WITH MINIMUM STACK PROTRUSION ABOVE CAB		
RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
6 GALLON DIESEL EXHAUST FLUID TANK	-35	-10
100 PERCENT DIESEL EXHAUST FLUID FILL		
STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
STANDARD DIESEL EXHAUST FLUID TANK CAP		
ALUMINUM AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD(S)		
AIR POWERED ON/OFF ENGINE FAN CLUTCH		

Application Version 11.7.906
 Data Version PRL-27D.033
 2024MY 108SD 4x2 37000 ISL270
 3000RDS VJT

03/14/2023 10:24 AM

Page 3 of 24

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Prepared by:
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Description	Weight Front	Weight Rear
AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
CUMMINS SPIN ON FUEL FILTER		
COMBINATION FULL FLOW/BYPASS OIL FILTER		
1115 SQUARE INCH ALUMINUM RADIATOR		
ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
RADIATOR DRAIN VALVE		
1350 ADAPTER FLANGE FOR FRONT PTO PROVISION	20	
ELECTRIC GRID AIR INTAKE WARMER		
DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH		

Transmission

ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION

Transmission Equipment

ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV

ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES

PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY

SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY

PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

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Description	Weight Front	Weight Rear
FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED		
DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
VEHICLE INTERFACE WIRING CONNECTOR WITHOUT BLUNT CUTS, AT FIREWALL		
ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED		
CUSTOMER INSTALLED CHELSEA 280 SERIES PTO		
PTO MOUNTING, RH SIDE OF MAIN TRANSMISSION ALLISON & EATON FULLER		
MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
TRANSMISSION PROGNOSTICS - ENABLED 2013		
WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		
Front Axle and Equipment		
DETROIT DA-F-14.7-3 14,700# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE	10	
MERITOR 16.5X5 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
NON-ASBESTOS FRONT BRAKE LINING		
CAST IRON OUTBOARD FRONT BRAKE DRUMS		
FRONT BRAKE DUST SHIELDS	5	
FRONT OIL SEALS		
VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
STANDARD SPINDLE NUTS FOR ALL AXLES		
MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
STANDARD KING PIN BUSHINGS		
TRW TAS-85 POWER STEERING	40	
POWER STEERING PUMP		
2 QUART SEE THROUGH POWER STEERING RESERVOIR		

Application Version 11.7.906
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03/14/2023 10:24 AM

Page 5 of 24

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Description	Weight Front	Weight Rear
MINERAL SAE 80/90 FRONT AXLE LUBE		
Front Suspension		
14,600# FLAT LEAF FRONT SUSPENSION	250	
GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION		
FRONT SHOCK ABSORBERS		
Rear Axle and Equipment		
RS-23-160 23,000# R-SERIES SINGLE REAR AXLE		180
5.63 REAR AXLE RATIO		
IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES		
MERITOR 16.5X8.62 Q+ CAST SPIDER HEAVY DUTY CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
NON-ASBESTOS REAR BRAKE LINING		
CAM BRAKE AUXILIARY SUPPORT BRACKETS		
CONMET CAST IRON REAR BRAKE DRUMS		
REAR BRAKE DUST SHIELDS		5
REAR OIL SEALS		
WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		
MERITOR AUTOMATIC REAR SLACK ADJUSTERS		
MINERAL SAE 80/90 REAR AXLE LUBE		
STANDARD REAR AXLE BREATHER(S)		
Rear Suspension		
AIRLINER 23,000# REAR SUSPENSION WITH CHAIN CLEARANCE		110
AIRLINER HIGH POSITION RIDE HEIGHT		
STANDARD AXLE SEATS IN AXLE CLAMP GROUP		
MANUAL DUMP VALVE FOR AIR SUSPENSION WITH GAUGE		
INDICATOR LIGHT FOR EACH REAR SUSPENSION CONTROL SWITCH		
SINGLE AIR REAR SUSPENSION LEVELING VALVE		
TRANSVERSE CONTROL RODS		
REAR SHOCK ABSORBERS - ONE AXLE (AIR RIDE SUSPENSION)		

Application Version 11.7.906
 Data Version PRL-27D.033
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03/14/2023 10:24 AM

Page 6 of 24

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Description	Weight Front	Weight Rear
Brake System		
WABCO 4S/4M ABS		
REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
FIBER BRAID PARKING BRAKE HOSE		
STANDARD BRAKE SYSTEM VALVES		
STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
STD U.S. FRONT BRAKE VALVE		
RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
BW AD-9SI BRAKE LINE AIR DRYER WITH HEATER		
AIR DRYER MOUNTED OUTBOARD ON RH RAIL BACK OF CAB, MAXIMUM 20 INCHES BACK OF CAB PROTRUSION		
(1) 12 INCH STEEL AIR TANK MOUNTED ABOVE FRAME BACK OF CAB, 20 INCHES MAXIMUM BACK OF CAB PROTRUSION		
PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS		
METALLIC AIR MANIFOLD MOUNTED TO BACK OF CAB CROSSMEMBER WITH SIX 1/4 INCH FITTINGS	5	
Trailer Connections		
UPGRADED CHASSIS MULTIPLEXING UNIT		
Wheelbase & Frame		
4025MM (158 INCH) WHEELBASE		
11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI	30	30
3050MM (120 INCH) REAR FRAME OVERHANG		
FRAME OVERHANG RANGE: 111 INCH TO 120 INCH	-70	310
24 INCH INTEGRAL FRONT FRAME EXTENSION	115	-20
CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 92.91 in		
CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 89.91 in		
CALC'D FRAME LENGTH - OVERALL : 343.72 in		
CALCULATED FRAME SPACE LH SIDE : 37.86 in		
CALCULATED FRAME SPACE RH SIDE : 40.52 in		
SQUARE END OF FRAME		
FRONT CLOSING CROSSMEMBER		

Application Version 11.7.906
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03/14/2023 10:24 AM

Page 7 of 24

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Description	Weight Front	Weight Rear
STANDARD WEIGHT ENGINE CROSSMEMBER		
STANDARD MIDSHIP #1 CROSSMEMBER(S)		
STANDARD REAR MOST CROSSMEMBER		
HEAVY DUTY SUSPENSION CROSSMEMBER		30
Chassis Equipment		
14 INCH PAINTED STEEL BUMPER		
GRADE 8 THREADED HEX HEADED FRAME FASTENERS INSTALLED WITH BOLT HEADS ON OUTSIDE OF FRAME		
CLEAR FRAME RAILS (EXCEPT AIR DRYER) OUTBOARD BOTH RAILS BACK OF CAB TO REAR SUSPENSION		
Fuel Tanks		
60 GALLON/227 LITER ALUMINUM FUEL TANK - LH		
25 INCH DIAMETER FUEL TANK(S)		
PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
FUEL TANK(S) FORWARD		
PLAIN STEP FINISH		
FUEL TANK CAP(S)		
DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR, HAND PRIMER AND 12 VOLT PREHEATER"	-5	
EQUIFLO INBOARD FUEL SYSTEM		
HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
FUEL COOLER	10	
Tires		
MICHELIN X WORKS Z 315/80R22.5 20 PLY RADIAL FRONT TIRES	100	
MICHELIN X MULTI D 11R22.5 16 PLY RADIAL REAR TIRES		60
Hubs		
CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels		
ALCOA ULTRA ONE 89U64X 22.5X9.00 10-HUB PILOT 5.99 INSET ALUMINUM FRONT WHEELS	-28	

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Description	Weight Front	Weight Rear
ALCOA ULA18X 22.5X8.25 10-HUB PILOT ALUMINUM DISC REAR WHEELS		-124
FRONT WHEEL MOUNTING NUTS		
REAR WHEEL MOUNTING NUTS		
Cab Exterior		
108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
AIR CAB MOUNTING		
NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
FRONT FENDERS SET-BACK AXLE		
BOLT-ON MOLDED FLEXIBLE FENDER EXTENSIONS	10	
LH AND RH GRAB HANDLES		
BRIGHT FINISH RADIATOR SHELL/HOOD BEZEL		
STATIONARY BLACK GRILLE WITH BRIGHT ACCENTS		
CHROME HOOD MOUNTED AIR INTAKE GRILLE		
FIBERGLASS HOOD		
SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK		
SINGLE ELECTRIC HORN		
SINGLE HORN SHIELD		
REAR LICENSE PLATE MOUNT END OF FRAME SWITCH, INDICATOR LIGHT AND WIRING FOR (2) CUSTOMER FURNISHED BEACONS		
HALOGEN COMPOSITE HEADLAMPS WITH BRIGHT BEZELS		
LED AERODYNAMIC MARKER LIGHTS		
DAYTIME RUNNING LIGHTS - LOW BEAM ONLY		
GROTE #54332 LED STOP/TAIL/TURN LIGHTS GROMMET MOUNTED WITH SEPARATE GROTE #62401 LED BACKUP LIGHTS		
STANDARD FRONT TURN SIGNAL LAMPS		
DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE		
DOOR MOUNTED MIRRORS		
102 INCH EQUIPMENT WIDTH		
LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
STANDARD SIDE/REAR REFLECTORS		
63X14 INCH TINTED REAR WINDOW		

Application Version 11.7.906
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03/14/2023 10:24 AM

Page 9 of 24

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Description	Weight Front	Weight Rear
TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
RH AND LH ELECTRIC POWERED WINDOWS, PASSENGER SWITCHES ON DOOR(S)	4	
1-PIECE SOLAR GREEN GLASS WINDSHIELD		
8 LITER (2 GAL) WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITHOUT FLUID LEVEL INDICATOR		
Cab Interior		
OPAL GRAY VINYL INTERIOR		
MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR		
MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR		
BLACK MATS WITH SINGLE INSULATION		
DASH MOUNTED ASH TRAYS AND LIGHTER		
FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING		
IN DASH STORAGE BIN		
(2) CUP HOLDERS LH AND RH DASH		
GRAY/CHARCOAL FLAT DASH		
HEATER, DEFROSTER AND AIR CONDITIONER		
STANDARD HVAC DUCTING		
MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
STANDARD HEATER PLUMBING		
VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
BINARY CONTROL, R-134A		
STANDARD INSULATION		
SOLID-STATE CIRCUIT PROTECTION AND FUSES		
12V NEGATIVE GROUND ELECTRICAL SYSTEM		
DOME DOOR ACTIVATED LH AND RH, DUAL READING LIGHTS, FORWARD CAB ROOF		
DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
KEY QUANTITY OF 2		
LH AND RH ELECTRIC DOOR LOCKS		
(1) 12 VOLT POWER SUPPLY IN DASH		
TRIANGULAR REFLECTORS WITHOUT FLARES	10	

Application Version 11.7.906
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Page 10 of 24

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Description	Weight Front	Weight Rear
BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30	
BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION PASSENGER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	25	10
LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
BLACK CORDURA PLUS CLOTH DRIVER SEAT COVER		
BLACK CORDURA PLUS CLOTH PASSENGER SEAT COVER		
HIGH VISIBILITY ORANGE SEAT BELTS		
ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10	
4-SPOKE 18 INCH (450MM) STEERING WHEEL		
DRIVER AND PASSENGER INTERIOR SUN VISORS		

Instruments & Controls

GRAY DRIVER INSTRUMENT PANEL		
GRAY CENTER INSTRUMENT PANEL		
ENGINE REMOTE INTERFACE WITH PARK BRAKE AND NEUTRAL INTERLOCKS		
BLACK GAUGE BEZELS		
LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		
INTAKE MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS		
87 DECIBELS TO 112 DECIBELS AUTOMATIC SELF-ADJUSTING BACKUP ALARM		3
ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL		
KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
MANUAL REMOTE ENGINE STOP/START WITH PTO RE-ENGAGE		
ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED		
HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
2 INCH ELECTRIC FUEL GAUGE		

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03/14/2023 10:24 AM

Page 11 of 24

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Description	Weight Front	Weight Rear
ENGINE REMOTE INTERFACE WITH INCREMENT/DECREMENT		
ENGINE REMOTE INTERFACE CONNECTOR AT BACK OF CAB		
PREWIRE PACKAGE FOR VAC-CON CONTROL MODULE AND CHASSIS INTERFACE		
ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
(1) DASH MOUNTED PTO SWITCH WITH INDICATOR LAMP - PARK BRAKE AND NEUTRAL INTERLOCK	10	
ELECTRIC ENGINE OIL PRESSURE GAUGE		
OVERHEAD INSTRUMENT PANEL		
AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH, USB AND AUXILIARY INPUTS, J1939	10	
DASH MOUNTED RADIO		
(2) RADIO SPEAKERS IN CAB		
AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF		
POWER AND GROUND WIRING PROVISION OVERHEAD		
ROOF/OVERHEAD CONSOLE CB RADIO PROVISION		
ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
STANDARD VEHICLE SPEED SENSOR		
ELECTRONIC 3000 RPM TACHOMETER		
IGNITION SWITCH CONTROLLED ENGINE STOP WITH CONTROL MOUNTED AT FIREWALL		
DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY PROGRAMMED TO SLOWEST SPEED WITH PARK BRAKE SET		
MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH		
ONE VALVE PARKING BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR		

Application Version 11.7.906
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03/14/2023 10:24 AM
 Page 12 of 24

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Description	Weight Front	Weight Rear
SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		
INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		

Design

PAINT: ONE SOLID COLOR

Color

CAB COLOR A: L0789EY OMAHA ORANGE ELITE EY
 BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT
 STANDARD BLACK BUMPER PAINT
 STANDARD E COAT/UNDERCOATING

Certification / Compliance

U.S. FMVSS CERTIFICATION, EXCEPT SALES
 CABS AND GLIDER KITS

TOTAL VEHICLE SUMMARY

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight [†]	7439 lbs	4357 lbs	11796 lbs
Total Weight [†]	7439 lbs	4357 lbs	11796 lbs

Extended Warranty

TOWING: 2 YEARS/UNLIMITED MILES/KM EXTENDED TOWING
 COVERAGE \$1200 CAP FEX APPLIES

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(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

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SHIFT CHART

VEHICLE SPECIFICATIONS SUMMARY - SHIFT CHART

Cab Size (829).....	108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Desired Cruise Speed (mph)	65.0
Engine (101).....	CUM L9 270 HP @ 2200 RPM; 2200 GOV RPM, 860 LB-FT @ 1200 RPM
RPM at Peak Torque	1200
Governed RPM.....	2200
Transmission (342).....	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
Gear Ratio: LL	N/A
Gear Ratio: L	N/A
Gear Ratio: 1	3.49
Gear Ratio: 2	1.86
Gear Ratio: 3	1.41
Gear Ratio: 4	1
Gear Ratio: 5	0.75
Gear Ratio: 6	0.65
Gear Ratio: 7	N/A
Gear Ratio: 8	N/A
Gear Ratio: 9	N/A
Gear Ratio: 10	N/A
Gear Ratio: 11	N/A
Gear Ratio: 12	N/A
Gear Ratio: 13	N/A
Gear Ratio: 14	N/A
Gear Ratio: 15	N/A
Gear Ratio: 16	N/A
Gear Ratio: 17	N/A
Gear Ratio: 18	N/A
Auxiliary Transmission (352).....	NO AUXILIARY TRANSMISSION
Low Gear Ratio.....	N/A
High Gear Ratio.....	N/A
Transfer Case (373).....	NO TRANSFER CASE

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Low Gear Ratio..... N/A
High Gear Ratio..... N/A
Rear Axle (420) RS-23-160 23,000# R-SERIES SINGLE REAR AXLE
Number of Speeds..... 1
Rear Axle Gear Ratio(s).....5.63 REAR AXLE RATIO
Rear Tires (094) MICHELIN X MULTI D 11R22.5 16 PLY RADIAL REAR TIRES
Revolutions per Mile 494

TABLE SUMMARY - SHIFT CHART

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

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S T A R T A B I L I T Y

VEHICLE SPECIFICATIONS SUMMARY - STARTABILITY

Cab Size (829).....	108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Expected Front Axle(s) Load (lbs).....	14000.0
Expected Pusher Axle(s) Load (lbs).....	0.0
Expected Rear Axle(s) Load (lbs).....	23000.0
Expected Tag Axle(s) Load (lbs).....	0.0
Expected GVW (lbs).....	37000
Expected GCW (lbs).....	0.0
Engine (101).....	CUM L9 270 HP @ 2200 RPM; 2200 GOV RPM, 860 LB-FT @ 1200 RPM
Torque at Clutch Engagement (lbs-ft).....	549
Transmission (342).....	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
Gear Ratio: Forward 1.....	3.49
Gear Ratio: Forward 2.....	1.86
Gear Ratio: Forward 3.....	1.41
Gear Ratio: Reverse 1.....	5.03
Gear Ratio: Reverse 2.....	N/A
Gear Ratio: Reverse 3.....	N/A
Auxiliary Transmission (352).....	NO AUXILIARY TRANSMISSION
Low Gear Ratio.....	N/A
High Gear Ratio.....	N/A
Transfer Case (373).....	NO TRANSFER CASE
Low Gear Ratio.....	N/A
High Gear Ratio.....	N/A
Rear Axle (420).....	RS-23-160 23,000# R-SERIES SINGLE REAR AXLE
Number of Speeds.....	1
Rear Axle Gear Ratio(s).....	5.63 REAR AXLE RATIO
Rear Tires (094).....	MICHELIN X MULTI D 11R22.5 16 PLY RADIAL REAR TIRES
Revolutions per Mile.....	494
Vehicle Service (A85).....	UTILITY/REPAIR/MAINTENANCE SERVICE
Startability Factor.....	8
Terrain (AA5).....	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS

Prepared for:
Todd Masley
VAC CON BB
969 HALL PARK RD
GREEN COVE SPRINGS, FL 32043
Phone: 904-284-4200

Prepared by:
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TOM NEHL
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Startability Factor.....0
Most Severe Grade Expected (AB1) MAXIMUM 8% EXPECTED GRADE
Startability Factor.....8
Road Surface (AB5). SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE
Startability Factor.....0
Suggested Torque Converter Stall Ratio..... 1.98

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

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D I M E N S I O N S

VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Wheelbase (545)4025MM (158 INCH) WHEELBASE
 Rear Frame Overhang (552)..... 3050MM (120 INCH) REAR FRAME OVERHANG
 Fifth Wheel (578) NO FIFTH WHEEL
 Mounting Location (577) NO FIFTH WHEEL LOCATION
 Maximum Forward Position (in).....0
 Maximum Rearward Position (in)0
 Amount of Slide Travel (in).....0
 Slide Increment (in).....0
 Desired Slide Position (in).....0.0
 Cab Size (829)..... 108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
 Sleeper (682).....NO SLEEPER BOX/SLEEPERCAB
 Exhaust System (016)RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY
 WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE

TABLE SUMMARY - DIMENSIONS

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

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S P E E D A B I L I T Y

VEHICLE SPECIFICATIONS SUMMARY - SPEEDABILITY

Cab Size (829).....	108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Desired Cruise Speed (mph)	65.0
Expected Front Axle(s) Load (lbs).....	14000.0
Expected Pusher Axle(s) Load (lbs).....	0.0
Expected Rear Axle(s) Load (lbs)	23000.0
Expected Tag Axle(s) Load (lbs).....	0.0
Expected GVW (lbs)	37000
Expected GCW (lbs)	0.0
Engine (101).....	CUM L9 270 HP @ 2200 RPM; 2200 GOV RPM, 860 LB-FT @ 1200 RPM
Governed RPM.....	2200
HP at Governed RPM	270
RPM at Max HP.....	2200
Max HP.....	270
HP at Governed RPM (High Torque).....	270
RPM at Max HP (High Torque)	2200
Max HP (High Torque).....	270
Multi-torque.....	NO
Transmission (342).....	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
Rear Axle (420)	RS-23-160 23,000# R-SERIES SINGLE REAR AXLE
Number of Speeds.....	1
Rear Axle Gear Ratio(s).....	5.63 REAR AXLE RATIO
Rear Tires (094)	MICHELIN X MULTI D 11R22.5 16 PLY RADIAL REAR TIRES
Revolutions per Mile	494
Trailer Width (in)	0.0
Trailer Height (ground to top) (ft).....	10.0
Body Width (in)	96.0
Body Height (ground to top) (ft).....	10.0
Roof Mounted Aero Device (784).....	NO AIR SHIELD OR BRACKETS
Road Surface (AB5). SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE	

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Auxiliary Transmission (352)..... NO AUXILIARY TRANSMISSION
 High Gear Ratio..... N/A
 Low Gear Ratio..... N/A
Transfer Case (373)..... NO TRANSFER CASE
 High Gear Ratio..... N/A
 Low Gear Ratio..... N/A

TABLE SUMMARY - SPEEDABILITY

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

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TURNING RADIUS

VEHICLE SPECIFICATIONS SUMMARY - TURNING RADIUS

Cab Size (829).....	108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Wheelbase (545)	4025MM (158 INCH) WHEELBASE
Front Tires (093).....	MICHELIN X WORKS Z 315/80R22.5 20 PLY RADIAL FRONT TIRES
Width (in)	12.5
Front Axle (400).....	DETROIT DA-F-14.7-3 14,700# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
Kingpin Intersection (in)	71.5
Bumper (556)	14 INCH PAINTED STEEL BUMPER
Width (in)	97.6
Bumper Miter to Front Axle (in)	72.423
Primary Steering Location (003)	LH PRIMARY STEERING LOCATION
Steering Gear (536).....	TRW TAS-85 POWER STEERING
Dual Steering Gear	NONE
Ram.....	NONE
Rear Axle (420)	RS-23-160 23,000# R-SERIES SINGLE REAR AXLE
Axle Spacing (624)	NO AXLE SPACING

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

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 Phone: 9043893653

OPERATING SPEED

VEHICLE SPECIFICATIONS SUMMARY - OPERATING SPEED

Cab Size (829).....	108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Top Speed (mph).....	73.0
Engine RPM	2200.0
Desired Cruise Speed (mph)	65.0
Engine (101).....	CUM L9 270 HP @ 2200 RPM; 2200 GOV RPM, 860 LB-FT @ 1200 RPM
Governed RPM.....	2200
Transmission (342).....	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
Rear Axle (420)	RS-23-160 23,000# R-SERIES SINGLE REAR AXLE
Number of Speeds.....	1
Rear Axle Gear Ratio(s).....	5.63 REAR AXLE RATIO
Rear Tires (094)	MICHELIN X MULTI D 11R22.5 16 PLY RADIAL REAR TIRES
Revolutions per Mile	494
Auxiliary Transmission (352).....	NO AUXILIARY TRANSMISSION
High Gear Ratio.....	N/A
Low Gear Ratio.....	N/A
Transfer Case (373).....	NO TRANSFER CASE
High Gear Ratio.....	N/A
Low Gear Ratio.....	N/A

TABLE SUMMARY - OPERATING SPEED

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

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CITY OF DES PLAINES

ORDINANCE M - 11 - 23

AN ORDINANCE DECLARING AN AMERICA JETTER OWNED BY THE CITY OF DES PLAINES AS SURPLUS AND APPROVING THE PURCHASE OF A VAC-CON SEWER JETTER TRUCK THROUGH SOURCEWELL.

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

WHEREAS, the City is the owner of a 2007 IHC 4400 Sewer Jetter ("*Surplus Property*"); and

WHEREAS, the City Council has determined that the Surplus Property is no longer necessary or useful to, or for the best interest of, the City; and

WHEREAS, the City has appropriated funds in the Equipment Replacement Fund for use by the Public Works and Engineering Department during the 2023 fiscal year for the purchase of a new sewer jetter truck for jet-rodding sewer mains and manholes; and

WHEREAS, after a review of equipment options, City staff determined that the Vac-Con VecJet VJT1500 Sewer Jetter Truck ("*Equipment*") satisfies the City's specifications and will best address the City's needs; and

WHEREAS, Vac-Con Inc. ("*Vendor*") is the manufacturer of the Equipment; and

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

WHEREAS, Sourcewell has identified the Vendor as a qualified bidder and awarded Contract #101221-VAC to the Vendor for the purchase of the Equipment; and

WHEREAS, in accordance with Section 1-10-2 of the City Code and the City's Purchasing Policies, the City has determined that the purchase of the Equipment is not adapted to award by competitive bidding because Vendor is the sole-source provider of the Equipment; and

WHEREAS, Vendor has offered to provide a purchase credit of \$25,000 for the trade-in of the Surplus Property to be used toward the purchase by the City of the Equipment from Vendor ("*Trade-In Credit*"); and

WHEREAS, the City desires to purchase the Equipment from Vendor in accordance with Sourcewell Contract #101221-VAC in the not-to-exceed amount of \$397,711.79 less the Trade-In Credit, for a total not to exceed amount of \$372,711.79; and

WHEREAS, the City Council has determined that it is in the best interest of the City to dispose of the Surplus Property, approve the purchase the Equipment from Vendor in accordance with Sourcewell Contract #101221-VAC in the not-to-exceed amount of \$372,711.79;

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

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

SECTION 2: APPROVAL OF PURCHASE. The City Council hereby approves the purchase by the City of the Equipment from Vendor in a total not-to-exceed amount of \$372,711.79, in accordance with Sourcewell Contract #101221-VAC.

SECTION 3. AUTHORIZATION TO DISPOSE OF SURPLUS PROPERTY. Pursuant to Section 11-76-4 of the Illinois Municipal Code, 65 ILCS 5/11-76-4, and the City's home rule authority, the City Council declares that ownership of the Surplus Property, as described in **Exhibit A** attached to this Ordinance, is no longer necessary or useful to, or in the best interests of, the City. The City Council authorizes the City Manager, or his designee, to dispose of the Surplus Property by conveying the Surplus Property to Vendor as partial payment for the Equipment.

SECTION 4: AUTHORIZATION OF PURCHASE. The City Manager is hereby authorized and directed to execute such documents approved by the General Counsel and to make such payments, on behalf of the City, as are necessary to obtain the Trade-In Credit and complete the purchase of the Equipment from Vendor in a total not-to-exceed amount of \$372,711.79, in accordance with Sourcewell Contract #101221-VAC.

SECTION 5: EFFECTIVE DATE. This Ordinance 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 Trade-In and Purchase of Jetter thru Sourcewell

EXHIBIT A

SURPLUS PROPERTY

2007 IHC 4400 Sewer Jetter, VIN 1HTMKAAN57H452570



**PUBLIC WORKS AND
ENGINEERING DEPARTMENT**

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

MEMORANDUM

Date: April 24, 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 and Engineering *TPO*
Subject: Addendum to the Intergovernmental Agreement with the City of Chicago for the Elgin O’Hare Western Access Project

Issue: To advance water main and sanitary sewer main improvements and relocation as part of the Elgin O’Hare Western Access Project’s Touhy Avenue Improvements, an addendum to the Intergovernmental Agreement (IGA) with the City of Chicago approved via R-131-05 will be required.

Analysis: The 2005 agreement authorized the disconnection of certain property from the City of Des Plaines and annexation to the City of Chicago as part of O’Hare Airport’s Modernization Program at that time. Responsibilities for existing water and sewer utilities owned by Des Plaines were established in the agreement.

The first addendum to this agreement will accommodate the new utility improvements. This includes construction of water main and sanitary sewer main in new alignments to be owned and maintained by Des Plaines as part of Illinois State Toll Highway Authority (ISTHA) contract I-18-4704. The relocated mains will continue to serve Security Guard Post #1 at the airport and add the relocated Chicago Police K-9 Facility at the northeast corner of the proposed relocated Touhy Avenue and Mount Prospect Road intersection. All water and sewer services will be owned and maintained by the City of Chicago. A map of the utilities is shown as Exhibit A-1 of the IGA.

Recommendation: We recommend approval of the First Addendum to the Intergovernmental Agreement with the City of Chicago for utility improvements associated with the Elgin O’Hare Western Access Project.

Attachments:

- Attachment 1 – R-131-05
- Resolution R-95-23
- Exhibit A - First Addendum to Intergovernmental Agreement with City of Chicago

CITY OF DES PLAINES

RESOLUTION R - 131 - 05

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CHICAGO AND THE CITY OF DES PLAINES FOR THE ACQUISITION OF PORTIONS OF FAIRHOPE AVENUE, HINSDALE ROAD, ARMSTRONG ROAD, ARMSTRONG COURT, SELL ROAD, HENKE PLACE AND TORIS ROAD, DES PLAINES, ILLINOIS.

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

WHEREAS, the City of Chicago desires to acquire of portions of Fairhope Avenue, Hinsdale Road, Armstrong Road, Armstrong Court, Sell Road, Henke Place and Toris Road, Des Plaines, Illinois for the O'Hare Modernization Program; and

WHEREAS, the City of Des Plaines has agreed on a settlement amount of _____ for the provision of water and sewer, the dis-annexation of certain territory and acquisition of portions of Fairhope Avenue, Hinsdale Road, Armstrong Road, Armstrong Court, Sell Road, Henke Place and Toris Road in Des Plaines by the City of Chicago; and

WHEREAS, in connection with its O'Hare Modernization Program ("OMP"), Chicago has acquired or is in the process of acquiring all parcels of real property within the area described in Exhibit A which is attached and incorporated ("Territory") except for the public ways; and

WHEREAS, the Territory is located within Des Plaines, and the public ways in the Territory (except for Higgins Road) are a part of the municipal street system of Des Plaines pursuant to the Illinois Highway Code, 605 ILCS 5/1-101, et seq.;

WHEREAS, Chicago has stated its intention to commence a suit in eminent domain to acquire the public ways in the Territory by eminent domain as provided in the O'Hare Modernization Act, P.A. 93-0450 ("Act"); and

WHEREAS, in addition to acquiring the public ways, Chicago desires to obtain certain utility and other public services using facilities to be developed in the Territory, and Chicago desires to bring certain airport properties that it owns within the corporate limits of Chicago and Des Plaines has agreed to provide certain public utility services to airport property owned by Chicago which will be located outside the corporate limits of Des Plaines; and

WHEREAS, the Territory is currently located within the corporate limits of Des Plaines and lies along the common boundary line between Des Plaines and Chicago; and

WHEREAS, upon the completion of Chicago's acquisition of real property that is not public way, the Territory will contain neither electors nor residents and will therefore be unoccupied; and

WHEREAS, as a method of settling Chicago's acquisition of the public ways in the Territory, Chicago and Des Plaines desire to have Des Plaines disconnect the Territory and have Chicago annex the Territory pursuant to the provisions of 65 ILCS 5/7-1-25; and

WHEREAS, Des Plaines and Chicago have agreed upon compensation that constitutes a settlement of the debts and municipal property between Chicago and Des Plaines as provided in Section 7-1-31, 7-1-32, and 7-1-33 of the Illinois Municipal Code, and also includes compensation for the benefit Chicago obtains in having Des Plaines provide public utilities to airport property located outside of Des Plaines; and

WHEREAS, Des Plaines and Chicago desire to transfer local governmental jurisdiction as well as share municipal services as described in Article VII, Section 10 of the Illinois Constitution of 1970;

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: That the recitals set forth herein above are incorporated herein by reference as the factual basis for this transaction.

SECTION 2: That the Mayor is hereby authorized to execute, and the City Clerk to attest, the Intergovernmental Agreement between the City of Chicago and the City of Des Plaines, a copy of which is attached hereto and made a part hereof as Exhibit "1."

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

PASSED this 19 day of September, 2005

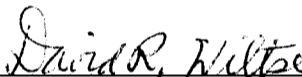
APPROVED this 28 day of September, 2005

VOTE: AYES 6 NAYS 1 ABSENT 1



MAYOR

Approved as to form:



David R. Wiltse, City Attorney

ATTEST:



CITY CLERK

mu\res\Chicago O'Hare Streets

INTERGOVERNMENTAL AGREEMENT FOR DISCONNECTION AND EXCLUSION OF TERRITORY FROM DES PLAINES, ITS ANNEXATION TO CHICAGO, AND THE COORDINATION OF IMPROVEMENTS AND THE CONTINUATION OF CERTAIN UTILITY SERVICES FOLLOWING SUCH DISCONNECTION AND EXCLUSION AND SUCH ANNEXATION

This Intergovernmental Agreement is made as of this 19 day of September, 2005, by and between the CITY OF DES PLAINES, an Illinois home rule municipality ("Des Plaines") and the CITY OF CHICAGO, an Illinois home rule municipality ("Chicago")

WHEREAS, in connection with its O'Hare Modernization Program ("OMP"), Chicago has acquired and is in the process of acquiring all parcels of real property within the area described in Exhibit A which is attached and incorporated ("Territory") including the public ways located within the Territory; and

WHEREAS, the Territory is located within Des Plaines and the public ways in it, with the exception of Old Higgins Road, are a part of the municipal street system of Des Plaines pursuant to the Illinois Highway Code, 605 ILCS 5/1-101, et seq.;

WHEREAS, Chicago has stated its intention to commence a suit in eminent domain to acquire the public ways in the Territory by eminent domain as provided in the O'Hare Modernization Act, P.A. 93-0450 ("Act"); and

WHEREAS, in addition to acquiring the public ways, Chicago desires to obtain certain utility and other public services using facilities to be developed in the Territory and desires to bring acquired properties that it owns within the corporate limits of Chicago; and

WHEREAS, such Territory is currently located within the corporate limits of Des Plaines and lies along the common boundary line between Des Plaines and Chicago; and

WHEREAS, upon the completion of Chicago's acquisition of real property that is not public way, the Territory will contain neither electors nor residents and will therefore be unoccupied; and

WHEREAS, as a method of settling Chicago's acquisition of the public ways in the Territory, Chicago and Des Plaines have determined to have Des Plaines disconnect and exclude the Territory and have Chicago annex the Territory pursuant to the provisions of 65 ILCS 5/7-1-25; and

WHEREAS, in addition, upon completion of a disconnection and exclusion of the Territory from Des Plaines and its annexation to Chicago, Des Plaines and Chicago have agreed that Des Plaines will provide certain public utility services to property owned by Chicago which will be located outside the corporate limits of Des Plaines; and

WHEREAS, without such settlement agreement, Des Plaines would not be required to provide to Chicago with such utility services; and

Exhibit No. 1

WHEREAS, Des Plaines and Chicago have agreed upon compensation that constitutes a settlement of the debts and municipal property between Chicago and Des Plaines as provided in Section 7-1-31, 7-1-32, and 7-1-33 of the Illinois Municipal Code, and includes compensation for Des Plaines to provide public utilities outside its municipal boundaries; and

WHEREAS, Des Plaines and Chicago are home rule municipalities pursuant to Article VII, Section 6 of the Illinois Constitution of 1970 and, as such, each of them may exercise any power or perform any function related to its respective government and affairs, subject to the limitations stated in such Constitution; and

WHEREAS, Des Plaines and Chicago desire to transfer local governmental jurisdiction as well as share municipal services as described in Article VII, Section 10 of the Illinois Constitution of 1970;

NOW THEREFORE, DES PLAINES AND CHICAGO HEREBY AGREE AS FOLLOWS:

1. Annexation

- a. Phase A Disconnection and Exclusion. In accordance with applicable laws, Des Plaines shall approve an ordinance pursuant to 65 ILCS 5/7-1-25, for the disconnection and exclusion of the portion of the Territory described in Exhibit B (“Phase A Territory”). The ordinance shall provide for a settlement of the debts and municipal property between Chicago and Des Plaines as provided in Section 7-1-31, 7-1-32, and 7-1-33 of the Illinois Municipal Code in the total amount of \$600,000.
- b. Phase A Annexation. In accordance with applicable laws, and within 60 days of the effective date of the ordinance disconnecting the Phase A Territory, Chicago shall approve an ordinance pursuant to 65 ILCS 5/7-1-25, for the annexation of the Phase A Territory. The ordinance shall provide for a settlement of the debts and municipal property between Chicago and Des Plaines as provided in Section 7-1-31, 7-1-32, and 7-1-33 of the Illinois Municipal Code in the total amount of \$600,000 and prior to the effective date of such annexation, Chicago shall pay Des Plaines such amount.
- c. Phase B Disconnection and Exclusion. In accordance with applicable laws and within 30 days after receipt of a notice from Chicago certifying that the portion of the Territory described in Exhibit C (“Phase B Territory”) is “unoccupied as provided in 65 ILCS 5/7-1-25, Des Plaines shall approve an ordinance for the disconnection and exclusion of the Phase B Territory in accordance with such statute. The ordinance shall provide for a settlement of the debts and municipal property between Chicago and Des Plaines as provided in Section 7-1-31, 7-1-32, and 7-1-33 of the Illinois Municipal Code in the total amount of \$200,000.
- d. Phase B Annexation. In accordance with applicable law and within 60 days of the effective date of the ordinance disconnecting the Phase B Territory, Chicago shall approve an ordinance pursuant to 65 ILCS 5/7-1-25, for the annexation of the Phase B Territory. The ordinance shall provide for a settlement of the debts and municipal property between Chicago and Des Plaines as provided in Section 7-1-31, 7-1-32, and 7-1-33 of the Illinois Municipal Code in the total amount of \$200,000 and prior to the effective date of such annexation, Chicago shall pay Des Plaines such amount.
- e. Preparation of plats. In accordance with the applicable law, Chicago shall cause the preparation of all necessary plats needed to effect the disconnections and exclusions and the annexations provided in this Agreement.

- f. Notices to other districts. Des Plaines warrants to Chicago that the Territory is not located in any Fire Protection District or Public Library District. Des Plaines also warrants that the Territory contains no highway under the jurisdiction of township highway authorities.

- g. Recording, notices. Following the passage of each disconnection and exclusion ordinance, and within the time required by law to give effect to such actions, Des Plaines shall cause to be filed for record with the offices of the Recorders of Deeds for Cook and Du Page Counties, Illinois, in the manner and form prescribed by the statute, a certified copy of the ordinance and an accurate map of the Territory thereby disconnected all as required by law. Following the passage of each annexation ordinance, and within the time required by law to give effect to such actions, Chicago shall cause to be filed for record with the offices of the Recorders of Deeds for Cook and Du Page Counties, Illinois, in the manner and form prescribed by the statute, a certified copy of the ordinance and an accurate map of the Territory thereby annexed, all as required by law. Chicago agrees to cause all statutorily required notices to election authorities and post offices to be served on behalf of one or both parties following the passage of each annexation ordinance.

2. Utilities and Other Facilities and Improvements

- a. Removal, abandonment, adjustment. At its cost, Chicago will remove or abandon in place all utilities in the public ways located in the Territory disconnected by Des Plaines and annexed by Chicago and shall undertake all utility and public service work shown in the drawings listed in Exhibit D which is attached and incorporated ("Improvement Plans"), except that Des Plaines shall be responsible, at its cost, for any work related to the maintenance, alteration or repair of the sanitary sewer lift station located west of the Union Pacific-Touhy Avenue crossing ("Lift Station") regardless of whether connected with the City's work.

- b. Old Higgins Road cul de sac. At its cost, Chicago will cause all public street work shown in the Improvement Plans, including the removal of the grade crossing of Old Higgins Road and the Union Pacific Railroad right of way, and the installation of a cul de sac on the western side of such right of way.

- c. Water Main. At its cost, Chicago will extend the 12" water main east of the eastern edge of the Union Pacific Railroad right of way from an existing main in the crossing of Old Higgins Road to the existing main in Touhy Avenue, all as shown in the Improvement Plans, thereby creating what is known as a "looped system." Upon completion, Chicago will turn over ownership and maintenance of such main and related facilities to Des Plaines and will grant Des Plaines a perpetual easement in a strip of land 10 feet in width, substantially centered on such main, to operate, maintain, repair, or replace such main. Des Plaines agrees

to accept the main and facilities and the easement upon completion of the main. The easement shall be in substantially the form which is attached and incorporated as Exhibit E.

- d. Water Service. Des Plaines shall permit Chicago to install, at Chicago's expense, a 10 inch connection and two 8 inch connections to the main described in the previous paragraph in order to provide water service to three fire hydrants and two 1 ½ inch service lines serving Chicago's O'Hare Airport Mount Prospect Road Guard Post. Des Plaines shall provide water to the City through such connections at the non-resident rate and on the same conditions as other water customers outside its municipal boundaries, unless otherwise provided by state statute. Chicago will provide approval of such service under the 2001 Water Supply Agreement between Chicago and Des Plaines.
- e. Sanitary Sewer. Des Plaines shall permit the installation of a 3 inch sanitary sewer service at Chicago's expense from Chicago's O'Hare Airport Mount Prospect Road Guard Post to the main in Touhy Avenue. Des Plaines shall provide sanitary sewer service through such connection at the non-resident rate and on the same conditions as other sanitary sewer customers outside its municipal boundaries, unless otherwise provided by state statute.
- f. Maintenance. Des Plaines shall be responsible and pay for the maintenance, repair and replacement of all utility facilities necessary to provide the water and sanitary sewer services described above, except that the water and sanitary sewer service lines (as defined in applicable Des Plaines ordinances) to the Guard Post which shall be maintained, repaired and replaced by Chicago. In addition, Des Plaines shall be responsible for all of its municipal utilities remaining within its municipal boundaries, including the Lift Station. The obligation of this section 2.f. shall survive for a period of fifty years from and after the effective date of the Phase A Annexation ordinance.
- g. Agreement not to claim municipal street rights. Des Plaines agrees that it will not make any claim that any part of either the existing access road entrance to O'Hare Airport located on the south side of Touhy Avenue at the intersection of Touhy Avenue and Mount Prospect Road or the original right of way of Mount Prospect Road along the section line south of Touhy Avenue is or has ever been a part of the municipal street system as provided in the Illinois Highway Code. The parties agree that the maintenance of signalization at the common intersection of Touhy Avenue, Mount Prospect Road and this access road shall be apportioned on that basis.
- h. Payment of costs. Chicago shall reimburse Des Plaines for all actual costs reasonably incurred by Des Plaines related to the serving of notices and the recording of documents for the Phase A and B Disconnections and Exclusions,

and related to the recording of the easement for water main described in Section 2.c of this Agreement.

3. Disconnection required if construction not started. In the event that construction or installation of Runway 9L-27R (or a similar runway in substantially the same location) is not started on or before December 31, 2015, and if within 180 days after such date, Des Plaines serves Chicago with a written notice of such fact, then within 180 days of such notice and in accordance with applicable law, Chicago shall pass the necessary ordinance and take all actions necessary or appropriate for the disconnection of the Territory from Chicago, so that Des Plaines may annex the Territory; provided, however, that such obligation to approve a disconnection ordinance is hereby conditioned upon the prior repayment by Des Plaines to Chicago of the amounts paid to Des Plaines pursuant to Sections 1 (b) and (d), together with interest on such amount compounded annually at the prime rate of interest of JPMorgan Chase Bank, or its corporate successor, on January 1 of each year, as published in the Wall Street Journal or its successor, accruing from the date that such amounts are paid to Des Plaines until the date that of Des Plaines notice to Chicago.

4. Severability. If any portion of this Agreement is declared invalid, such provision shall be deemed severable from the remainder of the Agreement which shall remain in full force and effect in accordance with law.

IN WITNESS OF THIS INTERGOVERNMENTAL AGREEMENT, Des Plaines and Chicago have executed this document as of the date hereinabove written.

CITY OF DES PLAINES, an Illinois home rule municipality,

By: _____


Mayor

Attest

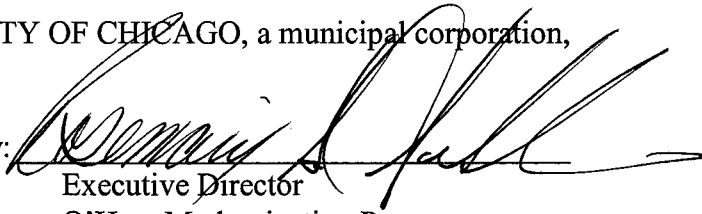
By: _____


City Clerk

Execution authorized by resolution approved by Des Plaines City Council on Sept. 19, 2005.

CITY OF CHICAGO, a municipal corporation,

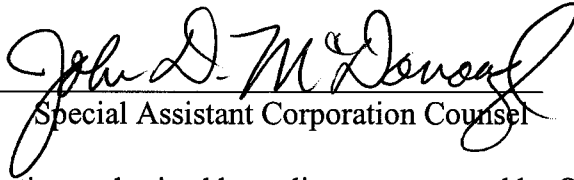
By:



Executive Director
O'Hare Modernization Program

Approved as to form and legality:

By:



Special Assistant Corporation Counsel

Execution authorized by ordinance approved by Chicago City Council on Oct 6, 2005 (C.J.
pp. ____ - ____)

EXHIBIT A - TERRITORY

A part of the North Half of Section 36, Township 41 North, Range 11 East of the Third Principal Meridian, Cook County, State of Illinois, described as follows:

Commencing at the Northeast Corner of said Section 36; thence South 00 degrees 48 minutes 43 seconds East, 1658.99 feet along the east line of said Northeast Quarter of Section 36 to a point normally distant 33.00 feet north from the centerline of said Old Higgins Road extended east, said point being also the Point of Beginning; thence continuing along said east line of the Northeast Quarter of said Section 36, South 00 degrees 48 minutes 43 seconds East, 978.60 feet along said east line to the south line of said Northeast Quarter of Section 36; thence South 88 degrees 25 minutes 43 seconds West, 1328.53 feet along said south line to the west line of the East Half of the Northeast Quarter of said Section 36; thence North 00 degrees 57 minutes 27 seconds West, 435.62 feet along said east line to a point on the north line of the south 435.60 feet of the Northeast Quarter of said Section 36; thence South 88 degrees 25 minutes 43 seconds West, 1304.67 feet along said north line to the east line of the west 25.00 feet of said Northeast Quarter of Section 36; thence North 01 degrees 06 minutes 19 seconds West, 750.30 feet along said east line to the southeasterly Right-of-Way line of the Chicago and Northwestern Railway; thence South 45 degrees 29 minutes 34 seconds West, 1043.03 feet along said southwesterly Right-of-Way line; thence southwesterly 480.46 feet along said southeasterly Right-of-Way line on a curve to the left having a radius of 5238.92 feet, the chord of said curve bears South 42 degrees 51 minutes 49 seconds West, 480.29 feet to the east line of the west 260 feet of the East Half of the Northwest Quarter of said Section 36; thence North 01 degrees 12 minutes 06 seconds West, 1569.70 feet along said east line to the south Right-of-Way line of Old Higgins Road said point being 50.00 feet normally distant south from the centerline of said Old Higgins Road; thence east 29.17 feet along said south Right-of-Way line on a non-tangent curve to the left having a radius of 1378.00 feet, the chord of said curve bears South 79 degrees 15 minutes 11 seconds East, 29.17 feet; thence for the following three courses along said south Right-of-Way line of Old Higgins Road, South 79 degrees 51 minutes 34 seconds East, 1060.73 feet to the east line of the Northwest Quarter of said Section 36; thence North 01 degrees 06 minutes 19 seconds West, 17.28 feet along said west line to a point 33.00 feet normally distant south from the centerline of said Old Higgins Road; thence South 79 degrees 24 minutes 51 seconds East, 297.16 feet along said south Right-of-Way line to the southeasterly Right-of-Way line of the Chicago and Northwestern Railway; thence North 45 degrees 29 minutes 34 seconds East, 1436.47 feet along said southeasterly Right-of-Way line to point on a line 227.97 feet south and parallel with the north line of the Northeast Quarter of said Section 36; thence North 88 degrees 36 minutes 57 seconds East, 46.09 feet along said parallel line to the northeasterly line of Rogers O'Hare Motor Terminal Subdivision per document number 3129087 recorded November 05, 1979; thence for the following three courses along said northeast line of Rogers O'Hare Motor Terminal Subdivision, South 48 degrees 49 minutes 19 seconds East, 370.39 feet; thence South 48 degrees 49 minutes 13 seconds East, 640.05 feet; thence South 33 degrees 26 minutes 00 seconds East, 863.36 feet to the north Right-of-Way line of Old Higgins Road extended east, said point being normally distant 33.00 feet north from the centerline of said Old Higgins Road; thence South 79 degrees 04 minutes 45 seconds East, 73.63 feet along said north Right-of-Way line extended east to the Point of Beginning. (Said parcel contains: 5,189,391 square feet or 119.132 acres, more or less)

EXHIBIT B – PHASE A TERRITORY

A part of the Northeast Quarter of Section 36, Township 41 North, Range 11 East of the Third Principal Meridian, Cook County, State of Illinois, described as follows:

Commencing at the Northeast Corner of said Section 36; thence South 00 degrees 48 minutes 43 seconds East, 1658.99 feet along the east line of said Northeast Quarter of Section 36 to a point normally distant 33.00 feet north from the centerline of said Old Higgins Road extended east, said point being also the Point of Beginning; thence continuing along said east line of the Northeast Quarter of said Section 36, South 00 degrees 48 minutes 43 seconds East, 978.60 feet along said east line to the south line of said Northeast Quarter of Section 36; thence South 88 degrees 25 minutes 43 seconds West, 1328.53 feet along said south line to the west line of the East Half of the Northeast Quarter of said Section 36; thence North 00 degrees 57 minutes 27 seconds West, 435.62 feet along said east line to a point on the north line of the south 435.60 feet of the Northeast Quarter of said Section 36; thence South 88 degrees 25 minutes 43 seconds West, 1304.67 feet along said north line to the east line of the west 25.00 feet of said Northeast Quarter of Section 36; thence North 01 degrees 06 minutes 19 seconds West, 750.30 feet along said east line to the southeasterly Right-of-Way line of the Chicago and Northwestern Railway; thence North 45 degrees 29 minutes 34 seconds East, 1802.58 feet along said southeasterly Right-of-Way line to point on a line 227.97 feet south and parallel with the north line of the Northeast Quarter of said Section 36; thence North 88 degrees 36 minutes 57 seconds East, 46.09 feet along said parallel line to the northeasterly line of Rogers O'Hare Motor Terminal Subdivision per document number 3129087 recorded November 05, 1979; thence for the following three courses along said northeast line of Rogers O'Hare Motor Terminal Subdivision, South 48 degrees 49 minutes 19 seconds East, 370.39 feet; thence South 48 degrees 49 minutes 13 seconds East, 640.05 feet; thence South 33 degrees 26 minutes 00 seconds East, 863.36 feet to the north Right-of-Way line of Old Higgins Road extended east, said point normally distant being 33.00 feet north from the centerline of said Old Higgins Road; thence South 79 degrees 04 minutes 45 seconds East, 73.63 feet along said north Right-of-Way line extended east to the Point of Beginning. (Said parcel contains: 4,145,374 square feet or 95.165 acres, more or less.)

EXHIBIT C – PHASE B TERRITORY

A part of the North Half of Section 36, Township 41 North, Range 11 East of the Third Principal Meridian, Cook County, state of Illinois, described as follows:

Commencing at the North Quarter Corner of said Section 36; thence South 01 degrees 06 minutes 19 seconds East, 1148.27 feet along the west line of the Northeast Quarter of said Section 36 to the south Right-of-Way line of Old Higgins Road said point being 33.00 feet normally distant south from the centerline of said Old Higgins Road, said point being also the Point of Beginning; thence South 79 degrees 24 minutes 54 seconds East, 297.17 feet along said south Right-of-Way line of Old Higgins Road to the southeasterly Right-of-Way line of the Chicago and Northwestern Railway; thence South 45 degrees 29 minutes 34 seconds West, 1409.15 feet along said southwesterly Right-of-Way line; thence southwesterly 480.46 feet along said southeasterly Right-of-Way line on a curve to the left having a radius of 5238.92 feet, the chord of said curve bears South 42 degrees 51 minutes 49 seconds West, 480.29 feet to the east line of the west 260 feet of the East Half of the Northwest Quarter of said Section 36; thence North 01 degrees 12 minutes 06 seconds West, 1569.70 feet along said east line to the south Right-of-Way line of Old Higgins Road said point being 50.00 feet normally distant south from the centerline of said Old Higgins Road; thence east 29.17 feet along said south Right-of-Way line on a non-tangent curve to the left having a radius of 1378.00 feet, the chord of said curve bears South 79 degrees 15 minutes 11 seconds East, 29.17 feet; thence along said south Right-of-Way line of Old Higgins Road South 79 degrees 51 minutes 34 seconds East, 1060.73 feet to the east line of the Northwest Quarter of said Section 36; thence North 01 degrees 06 minutes 19 seconds West 17.29 feet along said west line to the Point of Beginning.

Said parcel contains: 1,044,019 square feet or 23.967 acres, more or less.

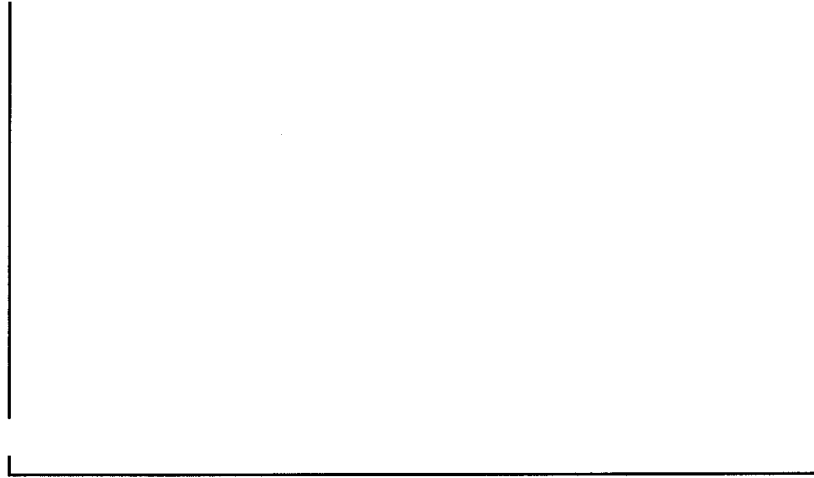
Exhibit D – Improvement Plans

The following drawings are hereby incorporated into this Agreement:

Relocation of Mount Prospect Road and Guard Post 1, Specification No. 36265, Project No.
OH6126.250.50.040

North Airfield Runway 9L-27R Site Preparation, Specification No. 35491, Project No.
OH6126.200.50.023

Exhibit E



GRANT OF EASEMENT

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, THE CITY OF CHICAGO, an Illinois home rule municipal corporation (hereinafter called (“Grantor”), does hereby grant and convey unto THE CITY OF DES PLAINES, an Illinois home rule municipal corporation (hereinafter called “Grantee”), and unto its successors and assigns, a nonexclusive perpetual easement to operate, maintain, inspect, repair replace, and remove, a 12” water main and such drips, valves, fittings, meters and other equipment and appurtenances as may be necessary or appropriate for such operations beneath the surface of the ground in and through the following described real estate situated in the City of Chicago, in the County of Cook, and State of Illinois:

[INSERT LEGAL]..... IN COOK COUNTY, ILLINOIS.

Commonly known address: _____ West Touhy Avenue, Chicago, Illinois.

Prior to its entry upon the described real estate, the Grantee shall deliver to the Grantor copies of plans and specifications for any work or improvements to be undertaken thereon. The Grantee shall not enter upon the described real estate or undertake any work or any improvements thereon unless and until the plans and specifications for such work or improvements have been for reviewed and approved by the Grantor’s Commissioner of Aviation.

Security (a) Access under this Grant of Easement is expressly subject to 49 U.S.C. Chapter 449, Security, the provisions of which, and all rules and regulations promulgated thereunder, are hereby incorporated by reference. Grantee must comply, and must cause its authorized contractors and subcontractors, guests and invitees to comply, with all such rules and regulations as they apply to them and any other applicable rules and regulations governing the conduct and operation of the City’s Airport which may be promulgated from time to time by the Transportation Security Administration, the Federal Aviation Administration, or the

Commissioner of Aviation. Compliance will include but is not limited to criminal history records checks for any person authorized access to secure areas of the airport. Further, in the event of any threat to civil aviation, as defined in the 49 U.S.C. Chapter 449, Security, or any amendment thereof or regulation promulgated pursuant thereto, Grantee shall promptly report any information in accordance with those regulations promulgated by the Secretary of the United States Department of Transportation. Grantee shall, notwithstanding anything contained herein to the contrary, at no additional cost to City, perform under this Agreement in compliance with those guidelines developed by City and the FAA with the objective of maximum security enhancement.

(b) Grantee shall observe and obey all rules and regulations governing the conduct and operation of the Airport promulgated from time to time by City, County, state or federal authorities and, in particular, Grantee agrees at all times to comply with any Airport Security Program and procedures for the Airport as may be established by City from time to time.

(c) Grantee must comply, and must cause its authorized contractors and subcontractors, guests and invitees to comply with all federal state and local safety regulations, including those promulgated by the Commissioner of Aviation, for any construction or other activities occurring on or adjacent to Airport property.

As a condition of this Grant of Easement, the Grantee shall cause all work performed upon the described real estate to be undertaken and completed in a good and workmanlike manner with due care and diligence, and in accordance with all applicable laws and ordinances, and in compliance with the approved plans and specifications. The Grantee shall cause the proper removal and disposal of any hazardous or other regulated materials that it has caused to have been brought or deposited upon the Property, in strict accordance with applicable law.

As a condition of this Grant of Easement, the Grantee hereby agrees to indemnify, defend and hold the Grantor harmless from all claims, causes of action, suits, damages, or demands for any injuries to persons or property arising or resulting from the use of the described real estate by the Grantee, its agents, contractors and employees, or any work undertaken by any of them pursuant to this Agreement, except to the extent that such arises from the negligence of Grantor, or its agents or employees.

The Grantor retains all of its rights to the use and occupation of said real estate not inconsistent with the use by Grantee, its successors or assigns, of the easement herein granted for the purposes aforesaid, including the right to use said real estate as an improved private roadway and agrees that the erection or construction of any building or other unauthorized structure on or over said real estate or any part thereof by Grantor, its successors, assigns or lessees, shall be conclusively deemed to be a use of said real estate inconsistent with the easement herein granted.

Grantee agrees to restore the real estate to the extent altered or disturbed by the work of Grantee, except that authorized service pipes and related facilities may remain in the property. The rule of strict construction does not apply to this grant. This grant shall be given a reasonable

construction so that the intention of the parties to confer a commercially usable right of enjoyment on Grantee is carried out.

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed this ____ day of _____, 2005.

By: _____
Commissioner of Aviation

APPROVED AS TO FORM AND LEGALITY:

Assistant Corporation Counsel

Prepared By And Return To:

ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
COUNTY OF COOK) ss

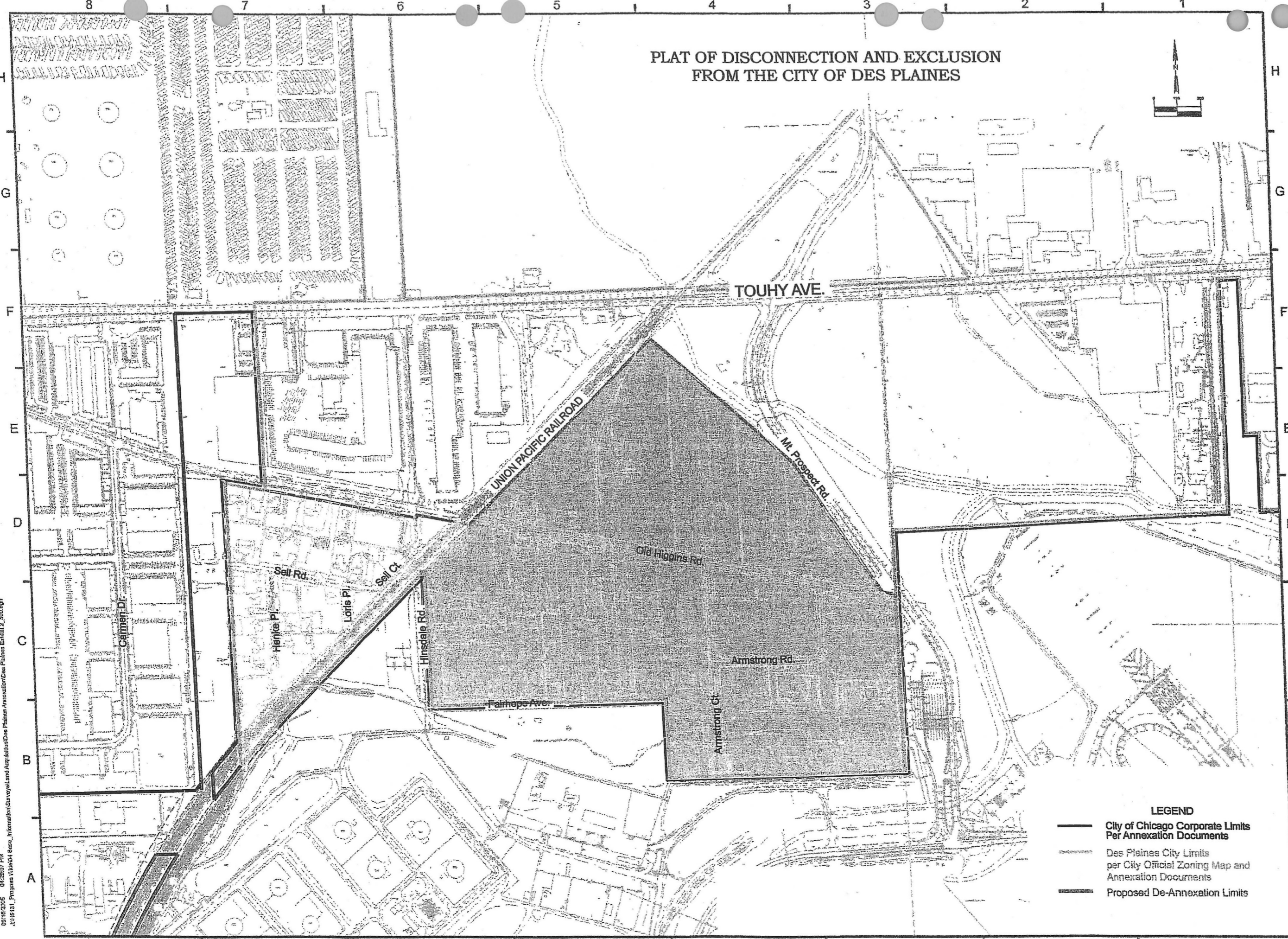
I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the Commissioner of Aviation of the CITY OF CHICAGO, an Illinois home rule municipal corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Commissioner he/she signed and delivered said instrument, as his/her free and voluntary act and deed and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, this _____ day of _____, 2005.

Notary Public

My Commission Expires:

© Copyright 2003 BPC Airport Partners



PLAT OF DISCONNECTION AND EXCLUSION
FROM THE CITY OF DES PLAINES



O'HARE INTERNATIONAL AIRPORT
CITY OF CHICAGO
DEPARTMENT OF AVIATION

RICHARD M. DALEY
MAYOR
ROSEMARIE S. ANDOLINO
EXECUTIVE DIRECTOR
JOHN ROBERSON
COMMISSIONER

BPC Airport Partners
A JOINT VENTURE OF
ROHMANN, BARRETT & ASSOCIATES,
PRIMERS, O'GALL, AND O'STERLY
Master Civil Engineer

AREA TO DISCONNECT
5,178,678 sq. ft.
119.15 AC

PHASE A
95.18 AC
PHASE B
23.97 AC

APPROVED AS WORKING PLAN
BY:

REV. DATE DESCRIPTION
PROJECT NAME:

O'HARE MODERNIZATION PROGRAM
CONCEPTUAL ENGINEERING
WA #04 CORPORATE LIMITS
CITY OF CHICAGO

SHEET TITLE:

EXHIBIT A

DESIGNED BY: DRAWN BY: CHECKED BY:

PROJECT NO.: OH 5125-00
DATE: 09/18/2005

SHEET NO. REVISION

- LEGEND**
- City of Chicago Corporate Limits Per Annexation Documents
 - - - Des Plaines City Limits per City Official Zoning Map and Annexation Documents
 - ▬ Proposed De-Annexation Limits

09/18/2005 04:28:07 PM
J:\16191_Program\116191_004_004_Information\Survey\Land Acq\Final\Des Plaines Annexation\Des Plaines Exhibit 2_000.dgn

CITY OF DES PLAINES

RESOLUTION R - 95 - 23

A RESOLUTION APPROVING A FIRST ADDENDUM TO THE INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF CHICAGO IN CONNECTION WITH THE ELGIN O'HARE WESTERN ACCESS PROJECT.

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

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution, and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorize and encourage intergovernmental cooperation; and

WHEREAS, the Illinois State Toll Highway Authority ("**ISTHA**") is in the process of constructing the Elgin-O'Hare Western Access Project ("**EOWA Project**"); and

WHEREAS, the EOWA Project includes the construction of the I-490 northbound and southbound bridge structures over I-90, a full system interchange at I-90 and I-490, and site clearing, earthwork, and retaining wall construction along the west side of O'Hare Airport (collectively, the "**Improvements**"); and

WHEREAS, on September 19, 2005, the City Council adopted Resolution No. R-131-05 approving and authorizing the City to enter into an intergovernmental agreement with the City of Chicago acknowledging and accepting each parties' respective rights and responsibilities regarding existing City water and sanitary sewer facilities affected by the EOWA Project ("**City of Chicago IGA**"); and

WHEREAS, due to changes to the EOWA Project by the ISTHA, additional modifications will be made to the water and sewer facilities in the EOWA Project Area, including the installation of a new watermain to serve the City of Chicago's relocated K-9 facility at the intersection of Touhy Avenue and Mount Prospect Road (collectively, the "**Affected Water and Sewer Facilities**"); and

WHEREAS, the City and the City of Chicago desire to enter into an addendum to the City of Chicago IGA to amend and restate each parties' respective rights and responsibilities regarding Affected Water and Sewer Facilities ("**First Addendum**"); and

WHEREAS, the City Council has determined that it is in the best interest of the City to approve and enter into the First Addendum to City of Chicago IGA;

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 FIRST ADDENDUM. The First Addendum is approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form approved by the General Counsel.

SECTION 3: AUTHORIZATION TO EXECUTE FIRST ADDENDUM. The Mayor and the City Clerk are authorized and directed to execute and seal, on behalf of the City, the First Addendum.

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

FIRST ADDENDUM TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DES PLAINES AND THE CITY OF CHICAGO FOR DISCONNECTION AND EXCLUSION OF TERRITORY FROM DES PLAINES, ITS ANNEXATION TO CHICAGO, AND THE COORDINATION OF IMPROVEMENTS AND THE CONTINUATION OF CERTAIN UTILITY SERVICES FOLLOWING SUCH DISCONNECTION AND EXCLUSION AND SUCH ANNEXATION, DATED SEPTEMBER 19, 2005

THIS FIRST ADDENDUM to the Intergovernmental Agreement Between the CITY OF DES PLAINES, an Illinois home rule municipality ("**Des Plaines**") and the CITY OF CHICAGO, an Illinois home rule municipality ("**Chicago**") (each a "**Party**" and collectively, the "**Parties**"), for the Continuation of Certain Utility Services and Other Matters ("**First Addendum**"), is made as of this ____ day of _____, 2023; and

WHEREAS, Des Plaines and Chicago have previously entered that certain *Intergovernmental Agreement for Disconnection and Exclusion of Territory from Des Plaines, Its Annexation to Chicago, and the Coordination of Improvements and the Continuation of Certain Utility Services Following Such Disconnection and Exclusion and Such Annexation*, dated September 19, 2005 ("**2005 IGA**"), which detailed agreement and understanding between Des Plaines and Chicago regarding the disconnection by Des Plaines and annexation by Chicago of certain parcels of real property and the provision of certain utilities by Des Plaines to Chicago's O'Hare International Airport ("**Airport**"), all in conjunction with Chicago's implementation of elements of the O'Hare Modernization Program ("**OMP**"); and

WHEREAS, among other matters, the 2005 IGA included terms and conditions concerning the construction, operation and maintenance of certain utility infrastructure and public service work including, without limitation, (i) installation of a 12" water main east of the eastern edge of the Union Pacific Railroad ("UPRR") right-of-way ("**Existing Water Main**"); (ii) certain 10" and 8" connections to the Existing Water Main for provision of water service to certain fire hydrants at the Airport ("**Airport Hydrant Connections**"); (iii) certain 10" and 8" connections to the Existing Water Main for provision of water service to Security Guard Post #1 at the Airport ("**Guard Post Water Connections**"); (iv) a 3" connection to the sanitary sewer main located in Touhy Avenue for the provision of sanitary sewer service to Security Guard Post #1 at the Airport ("**Guard Post Sewer Connection**") (collectively, (ii) through (iv) are the "**2005 IGA Utility Improvements**"); and

WHEREAS, in accordance with the 2005 IGA, the Parties constructed the 2005 IGA Utility Improvements; and

WHEREAS, in accordance with the 2005 IGA, Chicago granted Des Plaines a perpetual easement in a strip of land 10 feet wide, substantially centered on the Existing Water Main for the operation, maintenance, repair, or replacement of the Existing Water Main, substantially in the form of the easement agreement attached to and incorporated within the 2005 IGA; and

WHEREAS, the Parties acknowledge that the Illinois State Toll Highway Authority ("**Tollway**") is undertaking implementation of the Elgin O'Hare Western Access project ("**EOWA**"), which includes construction of a new toll facility (I-490) along the west side of the Airport connecting the Jane Addams Memorial Tollway (I-90) with the Tri-State Tollway (I-294); and

{00129519.2}

WHEREAS, the Parties additionally acknowledge that, as part of the EOWA project improvements, the County of Cook ("**County**"), in partnership with the Tollway, will complete the design and construction of certain improvements along Touhy Avenue between Elmhurst Road and Mount Prospect Road including the realignment of Mount Prospect Road to Security Guard Post #1 ("**Touhy Avenue Improvements**"); and

WHEREAS, the EOWA Project improvements and Touhy Avenue Improvements are in conflict with the 2005 IGA Utility Improvements, which must be either removed or abandoned in place; and

WHEREAS, pursuant to separate intergovernmental agreements with the Tollway and the County, the Tollway will construct a new Des Plaines-owned water main ("**New Water Main**") to replace the Existing Water Main and new water connection facilities and sanitary sewer connections to replace the 2005 IGA Utility Improvements, as depicted on Exhibit A-1 attached and incorporated hereto ("**Relocated Utilities**"); and

WHEREAS, due to the EOWA Project and the Touhy Avenue Improvements, Chicago Police Department K-9 operations unit facility will be relocated from its existing location on the north side of Touhy Avenue to the northeast corner of the relocated intersection of Touhy Avenue and Mount Prospect Road, as shown on Exhibit A-1 ("**New K-9 Operations Facility**"); and

WHEREAS, in addition to the Utility Relocation, the Tollway will construct a new Des Plaines-owned water main and sanitary sewer connections from the water and sanitary sewer mains located in Mount Prospect Road to the New K-9 Operations Facility ("**New K-9 Operations Facility Connections**"); and

WHEREAS, the Parties desire to define understandings concerning the process and requirement for documenting their respective maintenance, ownership and jurisdictional responsibilities associated with the Relocated Utilities and the New K-9 Operations Facility Connections, as contemplated herein; and

WHEREAS, the Parties agree that except as modified by this First Addendum, the 2005 IGA remains in full force and effect;

NOW THEREFORE, in consideration of the covenants and conditions to be fulfilled by Des Plaines and Chicago as hereinafter set forth, the Parties agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are by this reference incorporated as substantive provisions of this First Addendum.
2. Utility Facilities and Improvements.
 - a. New Water Main and Sanitary Sewer Connection Facilities. The Relocated Utilities and New K-9 Operations Facility Connections will be constructed by the Tollway on the Chicago property at the locations depicted on Exhibit A-1 in accordance with the final plans and specifications of Tollway Contract I-18-4704 and pursuant to such applicable terms and conditions as may be separately agreed between Chicago and the Tollway for purposes of accommodating access to the Tollway upon the Chicago property for such activities. Upon completion, the Tollway will turn over ownership and maintenance of the New Watermain to Des Plaines. Upon

completion of the Relocated Utilities and New K-9 Operations Facility Connections the Tollway will turn over ownership and maintenance to Chicago.

- b. Easement Agreement. Immediately following Des Plaines' acceptance of the New Water Main, Chicago will grant Des Plaines a utility easement in a strip of land 10 feet in width, substantially centered on such water main, to operate, maintain, repair or replace such main. The easement shall be substantially in the form attached and incorporated as Exhibit E to the 2005 IGA, a copy of which is additionally attached and incorporated hereto as Exhibit E-1.
 - c. Removal, abandonment, adjustment of the 2005 IGA Utility Improvements. The Parties acknowledge that the 2005 IGA Utility Improvements shall be removed and/or abandoned in place in accordance with the final plans and specifications of Tollway Contract I-18-4704 and/or pursuant to such applicable terms and conditions as may be separately agreed between Chicago and the Tollway for purposes of accommodating access to the Tollway upon the Chicago property for such activities. Upon removal and/or abandonment in place of the 2005 IGA Utility Improvements, Des Plaines shall cooperate with Chicago to execute appropriate documentation effecting release of any and all easements relating to the 2005 IGA Utility Improvements on Chicago property, in a form and manner to be reasonably agreed between the Parties.
 - d. Costs. Neither Party is responsible to the other Party for any costs associated with the abandonment of the 2005 IGA Utility Improvements or the construction of the Relocated Utilities and the New K-9 Operations Facility Connections.
3. Water Service. Des Plaines shall provide water service to Chicago through the Relocated Utilities and the New K-9 Operations Facility Connections on the same terms and conditions established pursuant to Section 2.d of the 2005 IGA.
 4. Sanitary Sewer Service. Des Plaines shall provide sanitary sewer service to Chicago through the Relocated Utilities and the New K-9 Operations Facility Connections on the same terms and conditions established pursuant to Section 2.e of the 2005 IGA.
 5. Severability. If any portion of this Agreement is declared invalid, such provision shall be deemed severable from the remainder of the Agreement, which shall remain in full force and effect in accordance with law.
 6. Interpretation; Relationship to the 2005 IGA.
 - a. Definitions. Unless specifically provided otherwise in this First Addendum, the words and phrases used in this First Amendment shall have the meanings ascribed to them in the 2005 IGA.
 - b. Conflicts. This First Addendum is intended to modify and amend the 2005 IGA. Therefore, to the extent that the terms and provisions of this First Addendum conflict

with or are inconsistent with the 2005 IGA, the terms and provisions of this First Addendum shall control.

b. Survival of Agreement Terms. Except as specifically modified in this First Addendum, all terms, conditions, and provisions of the 2005 IGA shall remain in full force and effect; provided, however, that any other provision of the 2005 IGA shall be deemed to be modified as necessary to give practical effect to the provisions of this First Addendum.

c. Validity of 2005 IGA and First Addendum. The Parties acknowledge and assert that the 2005 IGA and this First Addendum are valid and enforceable, and the Parties hereby waive any current or future claims against the validity and enforceability of the 2005 IGA and First Addendum.

IN WITNESS OF THIS ADDENDUM, Des Plaines and Chicago have executed this document as of the date hereinabove written.

CITY OF DES PLAINES, an Illinois home rule municipality,

By: _____

Attest

By: _____
City Clerk

CITY OF CHICAGO, an Illinois home rule municipality,

By: _____
Commissioner of Aviation

Approved as to form/authority:

By: _____
Spec. Asst. Corporation Counsel

Exhibits:

A-1 – Map Exhibit Depicting Relocated Utilities and New K-9 Operations Facility Connections
on Chicago Property

E-1 – Grant of Easement (form)

EXHIBIT A-1

**Map Exhibit Depicting Relocated Utilities and
New K-9 Operations Facility Connections on Chicago Property**

[page to immediately follow]



Elgin O'Hare Western Access

LEGEND

- Proposed Water Main (City)
- Proposed Sanitary Sewer (City)
- Existing Water Main
- Existing Sanitary Sewer
- ++ Railroad (UPRR)
- ▬ Maintenance Access Road
- ▨ City Maintenance/Jurisdiction
- EOWA Improvements
- ⊠ Proposed Tollway Right-of-Way

*Touhy Avenue Improvements included as part of separate agreement(s)
 ** City of Chicago sanitary service forcemain from Touhy Avenue to Guard Post #1

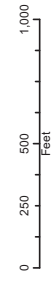
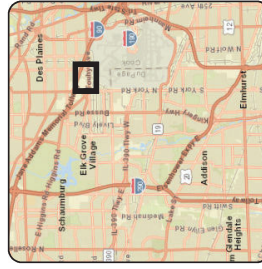


Exhibit A-1

Elgin O'Hare Western Access
 City of Des Plaines (City)
 Maintenance and Jurisdiction Map

December 9, 2022

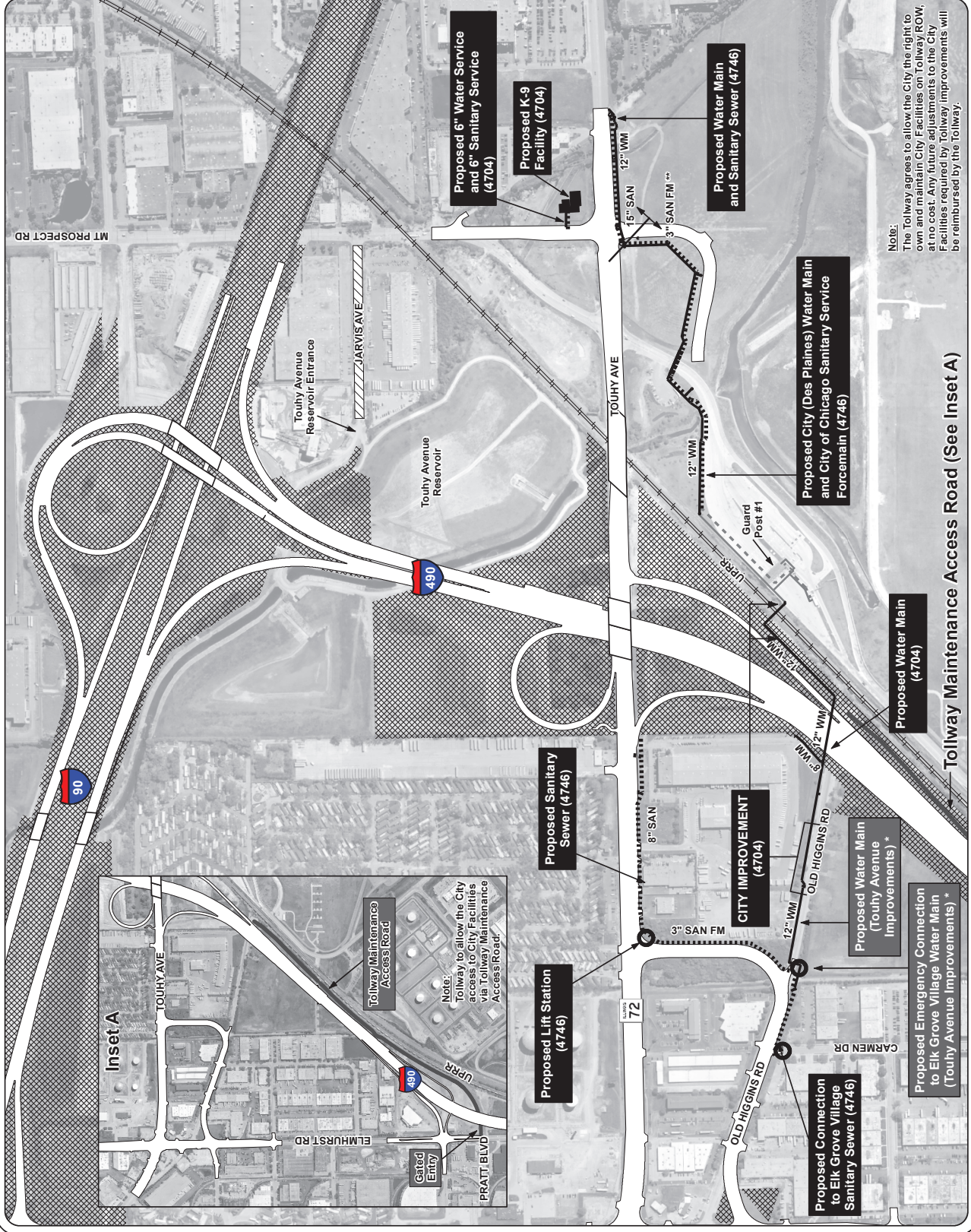


EXHIBIT E-1

Grant of Easement [Form]

[page to immediately follow]

**This instrument was prepared by,
and after recording, please return to:**



GRANT OF EASEMENT

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, THE CITY OF CHICAGO, an Illinois home rule municipal corporation (hereinafter called ("Grantor")), does hereby grant and convey unto THE CITY OF DES PLAINES, an Illinois home rule municipal corporation (hereinafter called "Grantee"), and unto its successors and assigns, a nonexclusive perpetual easement to install, operate, maintain, test, inspect, repair replace, and remove, and abandon in place a 12" water main and such drips, valves, fittings, meters and other equipment and appurtenances as may be necessary or appropriate for such operations beneath the surface of the ground in and through the following described real estate situated in the City of Chicago, in the County of Cook, and State of Illinois ("Easement Premises"), together with all reasonable rights of ingress and egress over, along, across, the property described below necessary for the exercise of the rights granted here:

[INSERT LEGAL]..... IN COOK COUNTY, ILLINOIS.

Commonly known address: ___ West Touhy Avenue, Chicago, Illinois ("Property").

The Easement Premises is legally described on Exhibit A attached to, and made a part of, this Grant of Easement.

Prior to its entry upon the Easement Premises, the Grantee shall deliver to the Grantor copies of plans and specifications for any work or improvements to be undertaken thereon. The Grantee shall not enter upon the Easement Premises or undertake any work or any improvements thereon unless and until the plans and specifications for such work or improvements have been for reviewed and approved by the Grantor's Commissioner of Aviation.

Security

(a) Access under this Grant of Easement is expressly subject to 49 U.S.C. Chapter 449, Security, the provisions of which, and all rules and regulations promulgated thereunder, are hereby incorporated by reference. Grantee must comply, and must cause its authorized contractors and subcontractors, guests and

invitees to comply, with all such rules and regulations as they apply to them and any other applicable rules and regulations governing the conduct and operation of the City's Airport which may be promulgated from time to time by the Transportation Security Administration, the Federal Aviation Administration, or the Commissioner of Aviation. Compliance will include but is not limited to criminal history records checks for any person authorized access to secure areas of the airport. Further, in the event of any threat to civil aviation, as defined in the 49 U.S.C. Chapter 449, Security, or any amendment thereof or regulation promulgated pursuant thereto, Grantee shall promptly report any information in accordance with those regulations promulgated by the Secretary of the United States Department of Transportation. Grantee shall, notwithstanding anything contained herein to the contrary, at no additional cost to City, perform under this Agreement in compliance with those guidelines developed by City and the FAA with the objective of maximum security enhancement.

(b) Grantee shall observe and obey all rules and regulations governing the conduct and operation of the Airport promulgated from time to time by City, County, state or federal authorities and, in particular, Grantee agrees at all times to comply with any Airport Security Program and procedures for the Airport as may be established by City from time to time.

(c) Grantee must comply, and must cause its authorized contractors and subcontractors, guests and invitees to comply with all federal state and local safety regulations, including those promulgated by the Commissioner of Aviation, for any construction or other activities occurring on or adjacent to Airport property.

As a condition of this Grant of Easement, the Grantee shall cause all work performed upon the Easement Premises to be undertaken and completed in a good and workmanlike manner with due care and diligence, and in accordance with all applicable laws and ordinances, and in compliance with the approved plans and specifications. The Grantee shall cause the proper removal and disposal of any hazardous or other regulated materials that it has caused to have been brought or deposited upon the Easement Premises, in strict accordance with applicable law.

As a condition of this Grant of Easement, the Grantee hereby agrees to indemnify, defend and hold the Grantor harmless from all claims, causes of action, suits, damages, or demands for any injuries to persons or property (collectively, "Claims") arising or resulting from the use of the Easement Premises by the Grantee, its agents, contractors and employees, or any work undertaken by any of them on the Easement Premises pursuant to this Agreement, except to the extent that such Claims arise from the negligence or willful misconduct of Grantor, or its agents or employees.

The Grantor retains all of its rights to the use and occupation of the Easement Premises in a manner that will not prevent or interfere in any way with the exercise by the Grantee of the rights granted herein; provided, however, that the Grantor will not cause any improvements or obstructions to be constructed on the Easement Premises that would impair the exercise by the Grantee of the rights granted herein without express written consent of the City Manager of the Grantee and Grantor agrees that the erection or construction of any building or other unauthorized structure on or over said real estate or any part thereof by Grantor, its successors, assigns or lessees, shall be conclusively deemed to be a use of said real estate inconsistent with the easement herein granted.

Grantee agrees to restore the Easement Premises to the extent altered or disturbed by the work of Grantee, except that authorized service pipes and related facilities may remain in the property. The rule of

strict construction does not apply to this grant. This grant shall be given a reasonable construction so that the intention of the parties to confer a commercially usable right of enjoyment on Grantee is carried out.

The easements, rights, and responsibilities established in this Grant of Easement, the restrictions imposed by this Grant of Easement, and the agreements and covenants contained in this Grant of Easement shall be easements, rights, restrictions, agreements and covenants running with the land, shall be recorded against the Property and shall be binding upon and inure to the benefit of the Grantor and the Grantee and their respective heirs, executors, administrators, successors, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Property, or any portion thereof, and all persons claiming under them. If any of the easements, rights, restrictions, agreements or covenants created by this Grant of Easement would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such easements, rights, restrictions, agreements or covenants shall continue only until 21 years after the death of the last survivor of the now living lawful descendants of the current Governor of the State of Illinois.

The Grantor agrees that both the Grantor and the Grantee may assign their respective rights or delegate their respective duties under this Agreement to any assignee (a) who is reasonably competent to exercise the rights granted herein and the obligations imposed herein; and (b) who makes adequate assurances to the other party that any activity performed pursuant to such assignment or delegation shall be conducted in a good and workmanlike manner.

This Grant of Easement may be modified, amended, or annulled only by the written agreement of the Grantor and the Grantee.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, said Grantor has caused this instrument to be duly executed this _____ day of _____, 2023.

By: _____
Commissioner of Aviation

APPROVED AS TO FORM AND LEGALITY:

Assistant Corporation Counsel

Prepared By And Return To:

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ personally known to me to be the Commissioner of Aviation of the CITY OF CHICAGO, an Illinois home rule municipal corporation, 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 as such Commissioner he/she signed and delivered said instrument, as his/her free and voluntary act and deed and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, this _____ day of _____, 2023.

Notary Public

My Commission Expires:

EXHIBIT A
LEGAL DESCRIPTION OF EASEMENT PREMISES



OFFICE OF THE CITY CLERK

1420 Miner Street
 Des Plaines, IL 60016
 P: 847.391.5311
 desplaines.org

MEMORANDUM

Date: April 25, 2023
 To: Michael G. Bartholomew, City Manager
 From: Laura Fast, Deputy City Clerk *LF*
 Subject: Granicus, LLC FOIA Software Contract Extension through May 31, 2026

Issue: The 2023 budget includes \$6,860 funding for the City’s Freedom of Information Act (FOIA) public records tracking software system agreement with Granicus, LLC.

Analysis: On May 5, 2014, the City Council adopted Resolution R-84-14, approving a three-year contract with WebQA for the Freedom of Information Act (FOIA) public records tracking software. On May 1, 2017, the City Council adopted Resolution R-76-17 approving a three-year renewal agreement with WebQA (GovQA) for a total of \$15,660. On July 20, 2020, the City Council adopted Resolution R-127-20 approving a three-year renewal agreement for \$18,245. Granicus, LLC proposed a renewal for June 1, 2023-May 31, 2026 as follows:

June 1, 2023 - May 31, 2024	\$6,858.70
June 1, 2024 - May 31, 2025	\$7,338.81
June 1, 2025 - May 31, 2026	\$7,852.53

Recommendation: I recommend approval of the June 1, 2023 - May 31, 2026 contract terms of the Freedom of Information Act (FOIA) public records tracking software system with Granicus, LLC, 9014 Heritage Parkway, Suite 308, Woodridge, IL 60517 in the three-year amount of \$22,050.04. This contract will be funded from the budgeted City Clerk, Repairs and Maintenance (R&M) Software Account, (100-00-120-0000.6300).

Attachments:
 Resolution – R-97-23
 Exhibit A – GovQA Proposal

CITY OF DES PLAINES

RESOLUTION R - 97 - 23

A RESOLUTION APPROVING A THIRD RENEWAL OF THE AGREEMENT WITH GRANICUS LLC FOR FREEDOM OF INFORMATION ACT PUBLIC RECORDS TRACKING 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, May 5, 2014 the City Council adopted Resolution R-84-14, approving a three-year contract ("**Agreement**") with WebQA, Inc. for the procurement of software to manage incoming Freedom of Information Act (FOIA) requests and related support services (collectively, "**Software**") for a three-year term; and

WHEREAS, on May 1, 2017, the City Council adopted Resolution R-76-17, approving a renewal of the Agreement for a three-year renewal term, which expired May 31, 2020 ("**First Renewal**"); and

WHEREAS, on July 20, 2020, the City Council adopted Resolution R-127-20, approving a second renewal of the Agreement for a three-year renewal term, which expires May 31, 2023 ("**Second Renewal**"); and

WHEREAS, Granicus LLC ("**Vendor**") has subsequently taken assignment of the Agreement as successor to WebQA Inc.; and

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

WHEREAS, the City has appropriated funds in the City Clerk, Repairs and Maintenance Account for the procurement of the Software; and

WHEREAS, the City desires to enter into an amendment the Agreement to further renew the Agreement for an additional three-year term in the not-to-exceed amount of \$6,858.70 in the first year, \$7,338.81 in the second year, and \$7,852.53 in the third year, for a total not-to-exceed Agreement amount of \$22,050.04 ("**Third Renewal**"), all subject to the appropriation of sufficient funds for the Software by the City Council in future fiscal years; and

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

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

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

SECTION 2: APPROVAL OF THIRD RENEWAL. The Third Renewal is approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form approved by the General Counsel.

SECTION 3: AUTHORIZATION TO EXECUTE THIRD RENEWAL. The City Manager is authorized to execute, on behalf of the City, the final Third Renewal.

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

Granicus Proposal for Des Plaines, IL

ORDER DETAILS

Prepared By: Sophia Rasmussen
Phone:
Email: sophia.rasmussen@granicus.com
Order #: Q-259930
Prepared On: 06 Mar 2023
Expires On: 31 May 2023

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription End Date: 31 May 2023
Initial Order Term End Date: 31 May 2026
Period of Performance: 06/01/2023 - 05/31/2024

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
FOIA Module Non Enterprise	Annual	1 Each	\$6,858.70
SUBTOTAL:			\$6,858.70

FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	01 Jun 2024 - 31 May 2025	01 Jun 2025 - 31 May 2026
FOIA Module Non Enterprise	\$7,338.81	\$7,852.53
SUBTOTAL:	\$7,338.81	\$7,852.53

PRODUCT DESCRIPTIONS

Solution	Description
FOIA Module Non Enterprise	FOIA Module Non Enterprise

TERMS & CONDITIONS

- Link to Terms: <https://granicus.com/legal/licensing>
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Des Plaines, IL to provide applicable exemption certificate(s).
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-259930 dated 06 Mar 2023 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

BILLING INFORMATION

Billing Contact:		Purchase Order Required?	[] - No [] - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-259930 dated 06 Mar 2023 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Des Plaines, IL	
Signature:	
Name:	
Title:	
Date:	



**PUBLIC WORKS AND
ENGINEERING DEPARTMENT**

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

MEMORANDUM

Date: May 4, 2023
 To: Michael G. Bartholomew, MCP, LEED-AP, City Manager
 From: Timothy Watkins, Assistant Director of Public Works and Engineering *TW*
 Cc: Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering
 Subject: Police Department Network Equipment Purchase

Issue: The new Police Department addition will require network equipment for communications and surveillance monitoring.

Analysis: Due to equipment required for the new addition, with help from IT, we solicited vendors and obtained proposals for the necessary equipment. We have bid out this type of purchase in the past, but either received no responses or the pricing was higher than a direct solicitation. We were able to obtain five proposals for this equipment which are summarized below:

Company	Bid/Quoted Price
IT Savvy, LLC	\$119,212.37
SHI	\$132,631.27
Titanium Technologies	\$155,870.17
CDW-G	\$181,461.35
Insight	\$187,261.82

The lowest quote was received from IT Savvy, LLC in the amount of \$119,212.37.

Recommendation: We recommend City Council waive competitive bidding requirements and approve the purchase of the Police Department Network Equipment from IT Savvy, LLC, 33 North LaSalle Street, Suite 2200, Chicago, Il, 60602 in the amount of \$119,212.37 per quote #3713562. The source of funding will be the Facilities Replacement Fund.

Attachments:

Attachment 1 – IT Savvy Quote #3713562
 Resolution R-98-23



IT PRODUCTS TECHNOLOGY SOLUTIONS PEACE OF MIND®

ITsavvy LLC
 33 North LaSalle Street, Suite 2200
 Chicago, IL 60602
 www.ITsavvy.com

Quote Details	
Quote #:	3713562
Date:	04/26/2023
Payment Method:	Net 30 Days
Client PO#:	
Cost Center:	
Shipping Method:	Ground

Quote

Bill To:
 ACCT #: 576749
 City of Des Plaines
 Accounts Payable
 1420 Miner St
 Des Plaines, IL 60016-4498
 United States
 847-391-5314

Ship To:
 City of Des Plaines
 Romeo Sora
 1420 Miner St Ste 100
 Des Plaines, IL 60016-4498
 United States
 847-391-5623

Client Contact:
 Romeo Sora
 (P) 847-391-5623
 rsora@desplaines.org

Client Executive:
 Jack Place
 (P) 312.676.5351
 (F) 312.676.5322
 jplace@ITsavvy.com

Description: Equipment Proposals

Item Description	Part #	Tax	Qty	Unit Price	Total
1 Cisco Catalyst 9300 Network Advantage - switch - L3 - managed - 48 x 100/1000/2500/5000/10000 (UPOE) - rack-mountable - UPOE Manufacturer Part #: C9300-48UN-A	21455245	Y	10	\$5,322.21	\$53,222.10
2 Cisco StackPower Power cable - 1 ft - for Catalyst 3750X-12, 3750X-24, 3750X-48 Manufacturer Part #: CAB-SPWR-30CM	16152102	Y	10	\$37.68	\$376.80
3 Cisco Digital Network Architecture Advantage Term License (3 years) - 48 ports - for P/N: C9300-48H-A, C9300-48U-A-WS, C9300-48UB-A, C9300-48UN-A, C9300-48UXM-A Manufacturer Part #: C9300-DNA-A-48-3Y	20577368	Y	10	\$1,862.49	\$18,624.90
4 Cisco StackWise 480 Stacking cable - 1.6 ft - for Catalyst 3850-24, 3850-48 Manufacturer Part #: STACK-T1-50CM	14835306	Y	10	\$39.66	\$396.60
5 Cisco Config 1 Secondary Power Supply Power supply - hot-plug / redundant (plug-in module) - 80 PLUS Platinum - 1900 Watt - for P/N: C9300-24H-10A, C9300-24H-10E, C9300-24H-1E, C9300X-12Y-E, C9300X-12Y-EDU Manufacturer Part #: PWR-C1-1900WAC-P/2	22577627	Y	10	\$1,031.20	\$10,312.00
6 Cisco Catalyst 9300 Series Network Module Expansion module - 10 Gigabit SFP+ x 8 - for Catalyst 9300 Manufacturer Part #: C9300-NM-8X=	20580264	Y	4	\$1,048.86	\$4,195.44
7 Cisco SFP+ transceiver module - 10 GigE - 10GBase-SR - LC/PC multi-mode - up to 1310 ft - 850 nm Manufacturer Part #: SFP-10G-SR-S=	16328563	Y	24	\$288.68	\$6,928.32
8 Tripp Lite 24-Port 1U Rack-Mount Shielded Blank Keystone/Multimedia Patch Panel, RJ45 Ethernet, USB, HDMI, Cat5e/6 Patch panel - black - 1U - 19" - 24 ports Manufacturer Part #: N062-024-KJ-SH	20066296	Y	10	\$23.41	\$234.10
9 C2G 1ft Cat6a Ethernet Cable Snagless Unshielded (UTP) - Black - Patch cable - RJ-45 (M) to RJ-45 (M) - 1 ft - UTP - CAT 6a - molded, snagless - black Manufacturer Part #: 00723	13993482	Y	480	\$5.54	\$2,659.20
10 APC Smart-UPS 2200VA LCD RM 2U UPS (rack-mountable) - AC 120 V - 1980 Watt - 2200 VA - Ethernet 10/100, USB - output connectors: 8 - 2U - black - for P/N: SMX1000C, SMX1500RM2UC, SMX1500RM2UCNC, SMX1500RMNCUS, SMX750C, SMX750CNC Manufacturer Part #: SMT2200RM2UNC	20558595	Y	7	\$1,864.89	\$13,054.23
11 StarTech.com 12U 19" Open Frame Server Rack, 4 Post Adjustable Depth 23-41" Mobile, Free Standing Rolling Network/Computer Equipment Data Rack, Dell PowerEdge, HP ProLiant ThinkServer Adjustable Server Rack (4POSTRACK12U) - Rack open frame - black - 12U - for P/N: CABSCREWM5B, CABSCREWSM5, CABSCREWSM5B, CABSCREWSM62, CABSCREWSM6B, CABSCRWS1224 Manufacturer Part #: 4POSTRACK12U	16238129	Y	6	\$217.48	\$1,304.88
12 UniFi WiFi6E Access Point UniFi Ceiling Mount WiFi6E Access Point Manufacturer Part #: U6-Enterprise-US	23464069	Y	30	\$263.46	\$7,903.80

Fair Market Value		\$1 Buy Out	
3 Year FMV / Year	5 Year FMV / Year	3 Year \$1 / Year	5 Year \$1 / Year
\$39,728.60	\$26,666.38	\$42,866.74	\$26,917.56

Lease prices listed above are estimates. They apply for Public School and Municipal Entities only. They are based upon individual credit review and approval. Your final rates will be determined after credit review.

Subtotal: \$119,212.37
Shipping: \$0.00
Tax: Exempt
TOTAL: \$119,212.37

Notes From Your Client Executive

*Cisco ETA ~90-120 days

*Non-Cisco equipment stocked at the moment

ITsavvy is always looking to deliver the lowest cost possible to our clients. This results in fluctuating prices that you will find are lower more often than not. However, prices are subject to increases without notice in the event of a manufacturer or distributor price increase. Available inventory is subject to change without notice. This document is a quotation only and is not an order or offer to sell.

We do accept credit cards for payment. However, if the credit card is provided after the order has been invoiced there will be a charge of 3% of the total purchase.

Unless specifically listed above, these prices do NOT include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material.

ITsavvy's General Terms and Conditions of Sale, which can be found at www.ITsavvy.com/termsandconditions, shall apply to and are incorporated into all agreements with Client, including all Orders.

Printed Name: _____ Title: _____

Authorized Signature: _____ Date: _____

CITY OF DES PLAINES

RESOLUTION R - 98 - 23

A RESOLUTION APPROVING THE PURCHASE OF NETWORK EQUIPMENT FOR THE POLICE DEPARTMENT ADDITION.

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

WHEREAS, the City has appropriated funds in the Facilities Replacement Fund for use by the Public Works and Engineering Department during the 2023 fiscal year for the purchase of network equipment for communications and surveillance monitoring for the Police Department addition (collectively, the "*Equipment*"); and

WHEREAS, pursuant to Chapter 10 of Title 1 of the City of Des Plaines City Code and the City's purchasing policy, the City solicited quotes for the procurement of the Equipment; and

WHEREAS, the City received five quotes from qualified vendors; and

WHEREAS, IT Savvy, LLC ("*Vendor*") submitted the lowest quote for the Equipment in the not-to-exceed amount of \$119,212.37; and

WHEREAS, the City desires to purchase the Equipment from Vendor in the total not-to-exceed amount of \$119,212.37; 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 purchase the Equipment from Vendor;

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

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

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

SECTION 3: APPROVAL OF PURCHASE. The City Council approves the purchase by the City of the Equipment from the Vendor in a total not-to-exceed amount of \$119,212.37.

SECTION 4: AUTHORIZATION OF PURCHASE. The City Council authorizes and directs the City Manager and the City Clerk to execute and seal documents approved by the

General Counsel, and the City Manager to make payments and execute documents, on behalf of the City, that are necessary to complete the purchase of the Equipment from the Vendor in a total not-to-exceed amount of \$119,212.37.

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 Waiving Bidding Requirements for Purchase of PD Network Equipment from IT Savvy



POLICE DEPARTMENT

1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5400
desplaines.org

MEMORANDUM

Date: April 25, 2023
To: Michael G. Bartholomew, City Manager
From: Dave Anderson, Chief of Police 
Subject: Purchase of 18 Laptop Computers for the Investigations Division

Issue: As the States Attorney's Office and Courts have become more reliant on digital evidence, the need for detectives to access their computer files in the field has increased. Detectives obtaining search warrants or subpoenas are constantly required to come out of the field to submit documents or make changes to them. Detectives often collect digital evidence in the field and must wait until they return to the station to find out if it is complete or useful.

Analysis: Replacing the detective's desktop computers with laptops will enable them to work in the field and provide secure connectivity to the City's network. A similar program was completed this year with the Patrol Division's computers and has been found to be successful. We received 3 quotes for the purchase of 18 Dell Latitude Laptops and docking stations. Dell Technologies quoted us \$30,269.16; Shi quoted us \$46,809.90, and CDW-G quoted us \$43,217.82.

Recommendation: I recommend that the City Council approve the purchase of 18 Dell Latitude laptop computers and docking stations from Dell Technologies for an amount not to exceed \$30,269.16. This purchase will be funded from Asset Forfeiture Account 260-00-000-2610.8005, at no cost to the city.

Attachments

Resolution R-99-23
Exhibit A – Dell Technologies Quote
Exhibit B – CDW-G Quote
Exhibit C – Shi Quote

CITY OF DES PLAINES

RESOLUTION R - 99 - 23

**A RESOLUTION APPROVING THE PURCHASE OF 18
DELL LAPTOPS FOR THE POLICE DEPARTMENT.**

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 Police Department has identified the need to replace the desktop computers used by detectives with 18 Dell laptops ("*Equipment*") so that the detectives can work and process evidence more efficiently in the field; and

WHEREAS, the City uses Dell for its desktop and laptop needs; and

WHEREAS, pursuant to Chapter 10 of Title 1 of the City of Des Plaines City Code and the City's purchasing policy, the City solicited quotes for the procurement of the Equipment; and

WHEREAS, the City received three quotes from qualified vendors; and

WHEREAS, Dell Technologies ("*Vendor*") submitted the lowest quote for the Equipment in the not-to-exceed amount of \$30,269.16; and

WHEREAS, the City has sufficient funds in the Asset Forfeiture Account for the purchase of the Equipment from Vendor; and

WHEREAS, the City desires to purchase the Equipment from Vendor in the total not-to-exceed amount of \$30,269.16; 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 purchase the Equipment from Vendor;

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

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

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

SECTION 3: APPROVAL OF PURCHASE. The City Council approves the purchase by the City of the Equipment from the Vendor in a total not-to-exceed amount of \$30,269.16.

SECTION 4: AUTHORIZATION OF PURCHASE. The City Council authorizes and directs the City Manager and the City Clerk to execute and seal documents approved by the General Counsel, and the City Manager to make payments and execute documents, on behalf of the City, that are necessary to complete the purchase of the Equipment from the Vendor in a total not-to-exceed amount of \$30,269.16.

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 Waiving Bidding Requirements for Purchase of 18 Dell Laptops for Police Department



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000150915261.1	Sales Rep	Melissa Molgaard
Total	\$30,269.16	Phone	(800) 456-3355, 6178528
Customer #	12624510	Email	Melissa_Molgaard@Dell.com
Quoted On	Apr. 21, 2023	Billing To	FINANCE DEPT
Expires by	May. 21, 2023		CITY OF DES PLAINES
Contract Name	Dell Midwestern Higher Education Compact (MHEC) Master Agreement		1420 MINER ST
Contract Code	C000000979569		DES PLAINES, IL 60016
Customer Agreement #	MHEC-04152022		
Deal ID	23234800		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,
Melissa Molgaard

Shipping Group

Shipping To	Shipping Method
EFRAIN BERROCAL CITY OF DES PLAINES 1420 MINER ST DES PLAINES, IL 60016-4484 (847) 827-4356	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell Latitude 9330 2-in-1	\$1,469.93	18	\$26,458.74
Dell Thunderbolt 4 Dock- WD22TB4	\$211.69	18	\$3,810.42

Subtotal:	\$30,269.16
Shipping:	\$0.00
Non-Taxable Amount:	\$30,269.16
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$30,269.16
---------------	--------------------

Shipping Group Details

Shipping To

EFRAIN BERROCAL
CITY OF DES PLAINES
1420 MINER ST
DES PLAINES, IL 60016-4484
(847) 827-4356

Shipping Method

Standard Delivery

	Quantity	Subtotal
Dell Latitude 9330 2-in-1	18	\$26,458.74
\$1,469.93		

Estimated delivery if purchased today:
Apr. 26, 2023
Contract # C000000979569
Customer Agreement # MHEC-04152022

Description	SKU	Unit Price	Quantity	Subtotal
Latitude 9330 BTX Base	210-BELY	-	18	-
12th Generation Intel Core i7-1260U (10 Core, 12 MB Cache, up to 4.70 GHz, vPro)	338-CFZF	-	18	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	18	-
No Microsoft Office License Included	658-BCSB	-	18	-
Intel(R) Iris(R) Xe graphics, i7-1260U vPro(R) processor with 32 GB memory and WLAN AX211	338-CFFD	-	18	-
Intel vPro Technologys Advanced Management Features	631-ADMW	-	18	-
32GB, 6400MT/s, LPDDR5, integrated, Non-ECC	370-AHFK	-	18	-
M.2 512GB PCIe NVMe Class 35 Solid State Drive	400-BHRH	-	18	-
2-in-1, 13.3" QHD+ (2560x1600) Touch, IR Cam, Mic and SafeShutter, ComfortView+, Proximity Sensor	391-BGWI	-	18	-
FHD/IR Camera with ExpressSign-In + Intelligent privacy, TNR, SafeShutter, Mic	319-BBIJ	-	18	-
Single Pointing Backlit Keyboard, English US	580-AKKZ	-	18	-
Intel(R) Wi-Fi 6E AX211 2x2 802.11ax 160MHz + Bluetooth 5.2 Wireless Driver	555-BIBG	-	18	-
Intel(R) Wi-Fi 6E AX211 2x2 802.11ax 160MHz + Bluetooth	555-BHTI	-	18	-
3 Cell 50 WHr, ExpressCharge	451-BCYD	-	18	-
65W Type-C Adapter	492-BDGC	-	18	-
Touch Fingerprint Reader + Button, Thunderbolt4, WLAN Capable with Collaboration Touchpad	346-BIHB	-	18	-
E4 Power Cord 1M for US	537-BBDO	-	18	-
Quick Reference Guide	340-DBXY	-	18	-
ENERGY STAR Qualified	387-BBLW	-	18	-
Fixed Hardware Configuration	998-FRFN	-	18	-
Dell Applications for Windows 10	658-BFOE	-	18	-
Min Config Packaging, for 65W Adaptor	340-DCFK	-	18	-
Intel Core i7 EVO Vpro Processor Label	389-EDDW	-	18	-
POD Label	389-EDJB	-	18	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	18	-
Dell Limited Hardware Warranty Plus Service	835-4917	-	18	-

ProSupport Next Business Day Onsite 3 Years	835-4941	-	18	-
ProSupport 7x24 Technical Support 3 Years	835-4957	-	18	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	18	-

			Quantity	Subtotal
Dell Thunderbolt 4 Dock- WD22TB4		\$211.69	18	\$3,810.42

Estimated delivery if purchased today:
Apr. 26, 2023
Contract # C000000979569
Customer Agreement # MHEC-04152022

Description	SKU	Unit Price	Quantity	Subtotal
BASE,DS,WD22TB4 US 180W	210-BDQH	-	18	-
Advanced Exchange Service, 3 Years	872-8550	-	18	-
Dell Limited Hardware Warranty	872-8557	-	18	-

Subtotal:	\$30,269.16
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$30,269.16

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^DELL BUSINESS CREDIT (DBC): Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.



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

Hardware Software Services IT Solutions Brands Research Hub

Review and Complete Purchase

EFRAIN BERROCAL,

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

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

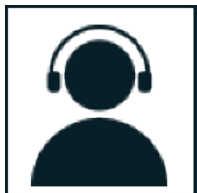
Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NJHD307	4/25/2023	LATITUDE 9330	180246	\$43,217.82

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Dell Latitude 9330 - 13.3" - Core i7 1260U - Evo vPro - 32 GB RAM - 512 GB Mfg. Part#: 4JG2Y Contract: Sourcwell 081419 for SPC members (081419#CDW)	18	7128942	\$2,252.96	\$40,553.28
Dell WD22TB4 Thunderbolt Dock Mfg. Part#: DELLWD22TB4CBL Contract: Sourcwell 081419 for SPC members (081419#CDW)	18	7197386	\$148.03	\$2,664.54

SUBTOTAL	\$43,217.82
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$43,217.82

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF DES PLAINES ACCOUNTS PAYABL 1420 MINER ST DES PLAINES, IL 60016-4484 Phone: (847) 391-5300 Payment Terms: NET 30-VERBAL	Shipping Address: CITY OF DES PLAINES EFRAIN BERROCAL 1420 MINER ST DES PLAINES, IL 60016-4484 Phone: (847) 391-5300 Shipping Method: NiteMoves Local Super-Saver
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Maddie Pompili | (877) 556-3188 | maddie.pompili@cdwg.com

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$43,217.82	\$1,169.04/Month	\$43,217.82	\$1,347.10/Month

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

Why finance?

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

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners.

Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration.

Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

Need Help?



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Support



Call 800.800.4239

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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdw.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager

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



Pricing Proposal
 Quotation #: 23399792
 Created On: 4/27/2023
 Valid Until: 4/30/2023

IL-City of Des Plaines

Inside Account Executive

Efrain Berrocal
 1420 Miner Street
 Des Plaines, IL 60016
 United States
 Phone: (847) 827-4356
 Fax:
 Email: eberrocal@desplaines.org

Ryan Grimmer
 290 Davidson Ave,
 Somerset, NJ 08873
 Phone: 732-652-0313
 Fax: 732-XXX-XXX
 Email: ryan_grimmer@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Retail	Your Price	Total
1 DELL MARKETING L.P. : Latitude 9330 BTX Base 512 GB,M.2,PCIe NVMe,SSD W10P (W11P license included),English,French,Spanish i7-1260U 32GB,6400MHz,LPDDR5 2-in-1,13.3 QHD+ (2560x1600) Touch,IR Cam,Mic and SafeShutter,ComfortView+,Proximity Sensor 3 Years Dell - Part#: 4JG2Y	18	\$3,719.32	\$2,335.56	\$42,040.08
2 DELL MARKETING L.P. : TBOLT DOCK WD22TB4 Dell - Part#: DELL-WD22TB4	18	\$364.99	\$264.99	\$4,769.82
			Total	\$46,809.90

Additional Comments

SHI SPIN: #143012572
 SHI-GS SPIN (For Texas customers ONLY): #143028315
 For E-rate SPI orders, applicant shall be responsible for payment of any outstanding or ineligible costs if USAC rejects reimbursement claim in whole or in part.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The Products offered under this proposal are resold in accordance with the [SHI Online Customer Resale Terms and Conditions](#), unless a separate resale agreement exists between SHI and the Customer.



MEMORANDUM

Date: May 3, 2023
To: Aldermen
From: Andrew Goczkowski, Mayor AG.
Subject: Annual Member Dues to the Northwest Municipal Conference

Issue: An invoice for annual membership dues to the Northwest Municipal Conference has been received for the 2023-2024 fiscal year.

Analysis: The City of Des Plaines is presently a member of the Northwest Municipal Conference. An invoice was recently received in the amount of \$25,528.00, which is based on our population and United States Census data. The amount of the dues has been included in the 2023 Budget under Elected Office.

Recommendation: That the City of Des Plaines continue as a member of the Northwest Municipal Conference and remit annual dues of \$25,528.00 for the 2023-2024 fiscal year.

Attachments:

Attachment 1 – Invoice
Resolution R-101-23

Northwest Municipal Conference

1600 East Golf Road
 Suite 0700
 Des Plaines, IL 60016

INVOICE

Invoice Number: 10946
 Invoice Date: May 2, 2023
 Page: 1

Voice: (847) 296-9200
 Fax: (847) 296-9207

Bill To:
CITY OF DES PLAINES ATTN: MICHAEL BARTHOLOMEW 1420 MINER STREET DES PLAINES, IL 60016

Ship to:
CITY OF DES PLAINES ATTN: MICHAEL BARTHOLOMEW 1420 MINER STREET DES PLAINES, IL 60016

Customer ID	Customer PO	Payment Terms	
DES PLAINES		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Courier		6/1/23

Quantity	Item	Description	Unit Price	Amount
		FY '23-24 Northwest Municipal Conference Membership Dues		25,528.00
Subtotal				25,528.00
Sales Tax				
Total Invoice Amount				25,528.00
Payment/Credit Applied				
TOTAL				25,528.00

Check/Credit Memo No:

CITY OF DES PLAINES

RESOLUTION R - 101 - 23

A RESOLUTION AUTHORIZING THE CITY OF DES PLAINES TO RENEW ITS MEMBERSHIP IN THE NORTHWEST MUNICIPAL CONFERENCE.

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

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, encourages cooperation between governmental entities and agencies; and

WHEREAS, the City is a member of the Northwest Municipal Conference ("**NWMC**"), a regional association of over 40 municipalities that works to strengthen communities and enhance intergovernmental relationships in the north and northwest suburbs of Chicago through the provision of numerous programs and services, such as a joint purchasing program, legislative services, and transportation planning services; and

WHEREAS, the City appropriated \$25,600 in the Elected Office, Membership Dues Fund for membership in the NWMC during the 2023 fiscal year; and

WHEREAS, membership dues in the NWMC are based on figures from the United States Census for a total of \$25,528 for the 2023-2024 membership year ("**Membership Dues**"); and

WHEREAS, the City desires to: (i) renew its membership in the NWMC; and (ii) pay to the NWMC the Membership Dues of \$25,528; and

WHEREAS, the City Council has determined that it is in the best interest of the City to renew its NWMC membership and to pay the Membership Dues to the NWMC;

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

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

SECTION 2: APPROVAL OF MEMBERSHIP RENEWAL. The City Council hereby approves the renewal of its membership in the NWMC.

SECTION 3: AUTHORIZATION OF RENEWAL AND PAYMENT. The City Manager and City Clerk are hereby authorized and directed to execute and attest all necessary documents approved by the General Counsel to renew the City's membership in the NWMC, and the City Manager is authorized to pay to the NWMC the Membership Dues in the not-to-exceed

amount of \$25,528.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect upon 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 Authorizing the City of Des Plaines to Renew its Membership in the NWMC 2023



CITY MANAGER'S OFFICE

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

MEMORANDUM

Date: May 4, 2023
To: Mayor Goczkowski and Aldermen of the City Council
From: Michael G. Bartholomew, City Manager *MB*
Subject: Purchase and Sale Agreement – 269 River Road

Please see attached for a Purchase and Sale Agreement for your consideration regarding the property located at 269 River Road.

Attachments:
Resolution R-103-23
Exhibit A – Legal Description
Exhibit B – Purchase and Sale Agreement

CITY OF DES PLAINES

RESOLUTION R - 103 - 23

A RESOLUTION AUTHORIZING THE PURCHASE OF THE PROPERTY LOCATED AT 269 RIVER ROAD, DES PLAINES, ILLINOIS.

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, Zenon Wegielnik and Peter Wegielnik (collectively, "**Owner**") are the owners of that certain property commonly known as 269 River Road, Des Plaines, Illinois 60016, and legally described in **Exhibit A** attached to, and by this reference made a part of, this Resolution ("**Property**"); and

WHEREAS, the City desires to purchase the Property for the purchase price of \$225,000.00 ("**Purchase Price**"), which purchase is conditioned on the fulfillment of all terms, conditions, and purposes set forth in that certain Real Estate Purchase and Sale Agreement by and between the City and the Owner ("**Agreement**"); and

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

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 with the Owner for the purchase of the Property for the Purchase Price in substantially the form attached to this Resolution as **Exhibit B**, and in a final form approved by the City Manager and General Counsel.

SECTION 3: AUTHORIZATION TO EXECUTE DOCUMENTS. The City Council hereby authorizes and directs the Mayor and the City Clerk to execute and seal, on behalf of the City, the final Agreement and the Mayor, City Manager, City Clerk, and City Attorney, and such other officials as may be necessary, are hereby authorized to execute all agreements, legal instruments and other documents required to effectuate the intent of this resolution.

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

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 Authorizing the Purchase of the Property Located at 269 River Road, Des Plaines, Illinois

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

LOT 15 (EXCEPT THE NORTH ½ THEREOF) AND LOT 16 (EXCEPT THE SOUTH ½ THEREOF) IN BLOCK 2 IN RIVER RAND ROAD SUBDIVISION OF LOTS 1 TO 8 IN BLOCK 18 (OR BENNETT BLOCK) AND LOTS 1 TO 13 IN BLOCK 19 (OR RAND BLOCK) IN PARK ADDITION TO DES PLAINES, A SUBDIVISION OF LOTS 17-20 IN HODGES SUBDIVISION OF SECTION 16 AND SECTION 17, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 09-16-103-002-0000

Commonly known as 269 River Road, Des Plaines, Illinois

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (“*Agreement*”) is made and entered into as of _____, 2023 (the “*Effective Date*”) by and between the CITY OF DES PLAINES, an Illinois home-rule municipal corporation (“*Purchaser*”), and ZENON WEGIELNIK and PETER WEGIELNIK, (collectively, “*Seller*”). In consideration of the recitals and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser (collectively, the “*Parties*”) agree as follows:

Section 1. Recitals.

A. **Parcel.** The Seller owns fee simple title to that certain real property consisting of approximately 5,996 square feet commonly known as 269 River Road, Des Plaines, Illinois, which parcel is legally described on *Exhibit A* attached hereto (“*Parcel*”).

B. **Property Description.** Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, (i) the Parcel, (ii) the improvements thereon, (iii) all easements, tenements, riparian rights, hereditaments, privileges and appurtenances that run with or are appurtenant to the Parcel, whether or not of record, (iv) the use of all appurtenant and assignable rights-of-way, if any, abutting, adjacent to, contiguous to, or adjoining the Parcel, and (v) all licenses, permits and franchises issued by any government authority relating to the development, use, or operation of the Parcel, running to or in favor of Seller (collectively, the “*Property*”), subject to this Agreement.

C. **Threat of Condemnation.** On August 1, 2022, the City Council of the City of Des Plaines approved Ordinance M-23-22 authorizing the acquisition of the Property through the power of eminent domain. In lieu of condemnation, Purchaser and Seller have entered into this Agreement.

Section 2. Incorporation of Recitals. The Recitals are incorporated into this Agreement.

Section 3. Purchase and Sale; Purchase Price.

A. **Purchase Price.** Seller shall sell the Property to Purchaser, and Purchaser shall purchase the Property from Seller, subject to the terms of this Agreement. The purchase price for the Property is \$225,000.00 (“*Purchase Price*”), which includes compensation for all of Seller’s rights related thereto, including, without limitation, pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601-4655.

B. **Earnest Money.** Purchaser will deliver to Chicago Title Insurance Company (“*Title Company*”), 10 S. LaSalle St., Chicago, Illinois, 60603, as escrowee (“*Escrowee*”), by wire of immediately available funds the sum of \$10,000.00 (“*Earnest Money*”) no later than 5 business days after the Effective Date. Escrowee will hold the Earnest Money pursuant to the form strict joint order escrow agreement then in use by the Escrowee with such changes as may be necessary to conform to this Agreement.

C. **Balance of Purchase Price.** Purchaser shall pay the Purchase Price, plus or minus

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prorations, credits, and adjustments as provided in this Agreement, at the Closing through a Closing Escrow (defined in Section 10 below) by wire transfer in accordance with wire instructions provided by the Title Company.

D. Interest on Earnest Money. Purchaser may direct Escrowee to place the Earnest Money in an interest-bearing account, and Purchaser will sign such documents as required by Escrowee to do so. If Purchaser so directs Escrowee, Purchaser will pay any related fee charged by the Escrowee. Any interest earned on the Earnest Money shall be credited to Purchaser and the Closing.

Section 4. Parties' Preliminary Obligations and Rights.

A. Seller's Deliveries. Within 5 business days after the Effective Date, Seller shall deliver to Purchaser and Purchaser's attorney copies of all of the following pertaining to the Property in its possession or control: (i) any and all unrecorded leases, tenancies, licenses, easements, and occupancy rights, all amendments thereto, and all correspondence and notices related thereto; (ii) existing survey(s) of the Property; (iii) any environmental reports, including Phase I and Phase II reports; (iv) any and all notices and correspondence regarding compliance with laws, including environmental laws but excluding any notices from Purchaser regarding Purchaser's zoning, building, fire, or health laws, ordinances, or codes; (v) all contracts and services agreements binding on the Property; and (vi) any unrecorded easements, licenses, or other rights to occupy or use the Property (collectively "***Seller's Deliveries***"). Seller shall deliver a cover letter with Seller's Deliveries certifying that true, complete, and correct copies of all of Seller's Deliveries have been delivered to Purchaser and its attorneys.

B. Title Commitment. Purchaser will obtain a commitment from the Title Company to issue to Purchaser at Closing an ALTA Owner's Title Insurance Policy (2006 version) ("***Title Commitment***") (i) in the amount of the Purchase Price, (ii) with the following endorsements: an extended coverage endorsement over all standard exceptions, Access and Location Endorsements and an Encroachment Endorsement, if any encroachments are shown on the Survey, (iii) insuring good, marketable, and insurable title to the Property, and (iv) with coverage over any "gap" period, all subject only to the Permitted Exceptions (as defined in Section 5.B.4) (the "***Title Policy***"). Purchaser will order the Title Commitment from the Title Company within 5 business days after the Effective Date, and Purchaser will diligently pursue receipt of the Title Commitment. Purchaser shall pay the cost for the Title Policy with the aforementioned endorsements and for any other endorsements requested by Purchaser or later date commitments requested or required by Purchaser.

C. Surveys and Plats. Within 30 days of the Effective Date the Purchaser will obtain an ALTA/NSPS standard survey ("***Survey***") of the Property, that (a) is prepared by a surveyor approved by Purchaser, (b) will be certified in favor of Seller, Purchaser, and the Title Company, (c) complies with all requirements of the Title Company that are conditions to the removal of the survey exception from the standard printed exceptions in the Title Commitment, (d) contains a certification as to the total acreage of the Property, (e) includes the Table A Items 1, 2, 3, 4, 7a, 7b, 8, 9, 10, 11, 15, 19, and 20, and (f) is provided to Purchaser in digital format in NAD 83 State Plane Coordinates. Purchaser will order the Survey within 5 business days after the Effective Date, and Purchaser will diligently pursue receipt of the Survey. Purchaser shall pay the cost for the ALTA Survey and the cost for any and all updates of the Survey requested or required by Purchaser. Seller shall cooperate with

Purchaser to ensure the surveyor is able to access the Property to obtain the Survey. Purchaser shall provide a copy of the Survey to Seller.

D. Environmental Assessment. Beginning on the Effective Date, Purchaser may cause to be performed one or more (i) environmental assessments, reviews, or audits, including without limitation Phase I and II site assessments, of or related to the Property, (ii) tests or borings of the soil on the Property, (iii) asbestos testing of any improvements located on the Parcel, and (iv) other investigations or analyses concerning the environmental and physical condition of the Parcel (collectively, "*Environmental Assessments*"). Purchaser shall provide a copy of any completed Environmental Assessment to Seller. Purchaser will defend, indemnify, and hold harmless Seller from and against any and all claims, actions, causes of actions, suits, judgments, demands, damages, losses, expenses, costs or liability whatsoever including reasonable attorneys' fees and related costs of litigation caused by Purchaser's actions in performing its Environmental Assessments.

Section 5. Due Diligence Period.

A. Period and License. During the period that begins on the Effective Date and ends on the 45th day after the Effective Date ("*Due Diligence Period*"), Purchaser may conduct such investigations, inspections, reviews, and analyses of or with respect to the Property as Purchaser desires ("*Due Diligence Activities*"). The Due Diligence Activities may include, without limitation, reviews of Seller's Deliveries, the Title Commitment, the ALTA Survey, and the Environmental Assessments. Seller hereby grants to Purchaser a license during the Due Diligence Period, for the use of Purchaser and its agents and contractors, to conduct Due Diligence Activities on the Property at any time upon 2 day's prior written notice to Seller. Purchaser shall defend, indemnify and hold harmless Seller from and against any and all claims, actions, causes of action, suits, demands, damages, losses, costs, or liability whatsoever, including but not limited to reasonable attorneys' fees and related costs of litigation caused by Purchaser's actions in performing its Due Diligence Activities.

B. Review of Title Commitments and Surveys.

1. Identification of Title Objections and Commitment to Cure. Upon the later of (i) the 30th day after the Effective Date and (ii) the 10th business day following Purchaser's receipt of the Title Commitment and the Survey, Purchaser shall send written notice ("*Title Objection Notice*") identifying any matter identified in the Title Commitment or Survey that Purchaser determines, will adversely affect Purchaser's intended redevelopment of the Property (collectively, the "*Unpermitted Exceptions*"), and the Seller commits, at Seller's cost, to (a) cure or remove the Unpermitted Exception or (b) cause the Title Company to insure over the Unpermitted Exceptions ("*Commitment to Clear Exceptions*"). Notwithstanding the process identified in this Section 5.B.1, the following are Unpermitted Exceptions, whether or not identified by Purchaser, that Seller must cure, and not merely insure over, prior to or at the Closing, and that Seller will be deemed to commit to cure in the Commitment to Clear Exceptions, whether or not Seller identifies them therein: (i) each mechanics', materialmen's, repairmen's, contractors' or other lien that encumbers the Property, unless the lien arises from the acts of Purchaser, (ii) each mortgage, security deed, and other security instrument that encumbers the Property, and (iii) all past due Real Estate Taxes (defined in Section 10.F) applicable to the Property (collectively the "*Past Due*

Taxes"); and (iv) each judgment against Seller that may constitute a lien against the Property (collectively, the "*Must Cure Exceptions*").

2. Purchaser's Option to Close or Terminate. If, in its response to the Title Objection Notice ("*Title Objection Notice Response*"), Seller does not make a Commitment to Clear Exceptions with respect to all Unpermitted Exceptions, then Purchaser, within 10 business days after receiving such Title Objection Notice Response, shall send Seller a written notice ("*Closing/Termination Notice*") electing to either: (i) proceed with the Closing, in which case Purchaser will be deemed to have accepted the uncleared or uninsured Unpermitted Exceptions and shall accept Seller's Deed at Closing subject to the uncleared or uninsured Unpermitted Exceptions (except for the Must Cure Exceptions, which Seller must cure prior to or at Closing); or (ii) terminate this Agreement, in which case the Earnest Money will be returned to Purchaser. If Purchaser fails to give a Closing/Termination Notice as provided above, Purchaser will be deemed to have elected to proceed with the Closing and shall accept the uncleared or uninsured Unpermitted Exceptions (except for the Must Cure Exceptions, which Seller must cure prior to or at closing), as set forth in this Section 5.B.2.

3. Seller's Compliance with Commitment to Clear Exception. If Seller elects to remove, insure over, or clear some or all Unpermitted Exceptions, then, at least 10 days prior to Closing, Seller shall deliver to Purchaser an updated Title Commitment, showing that all Unpermitted Exceptions that Seller committed to clear have been cleared or will be cleared at Closing. If it fails to do so, then Purchaser, at any time, may either (i) proceed with the Closing and deduct from the Purchase Price the amount reasonably necessary to clear the Unpermitted Exception that Seller committed to, but failed to, clear, in which case Purchaser will be deemed to have accepted the uncleared or uninsured Unpermitted Exception and shall accept Seller's Deed at Closing subject to the uncleared or uninsured Unpermitted Exception or (ii) terminate this Agreement, in which case the Earnest Money will be returned to Purchaser.

4. Permitted Exceptions. Any matter of record shown in the Title Commitment that is (i) not objected to by Purchaser in a Title Objection Notice or (ii) is an uncleared or uninsured Unpermitted Exception that is deemed accepted by Purchaser pursuant to Section 5.B. is a "*Permitted Exception*."

5. Effect of Termination. In the event of a termination pursuant to Section 5.B.2 or Section 5.B.3, neither party shall have any claim or obligation under this Agreement, except for those rights, liabilities, and obligations that expressly survive the termination of this Agreement, including but not limited to Purchaser's obligation to restore the Property pursuant to Section 5.E below and return of the Earnest Money to Purchaser.

C. Review of Environmental Assessments; Environmental Work.

- (i) **Remediation Notice.** If Purchaser determines through its review of an Environmental Assessment, that there exists within the Property a condition that (a) may require environmental clean-up, remediation, or (in the case of underground and above ground storage tanks (collectively, "*Storage Tanks*")) removal, and (b) may adversely affect Purchaser's intended redevelopment of the Property (an "*Environmental Condition*"), then,

before the end of the Due Diligence Period, Purchaser may send Seller a written notice terminating this Agreement, in which event neither party shall have any further liability to the other except for the return of the Earnest Money to Purchaser, and Purchaser's obligation to restore the Property pursuant to Section 5.E below.

D. Purchaser's Right to Terminate. In addition to its termination rights pursuant to Section 5.B and 5.C, not later than the last day of the Due Diligence Period ("*Approval Deadline*"), Purchaser may deliver to Seller a written notice stating that, based on the results of the Due Diligence Activities, the Property is not suitable for Purchaser's intended uses, as determined by Purchaser in its sole and absolute discretion, and that Purchaser has elected to terminate this Agreement ("*Termination Notice*"), in which case the Earnest Money will be returned to Purchaser as its sole and exclusive remedy.

E. Restoration. If a Due Diligence Activity damages the Property, and Purchaser does not acquire the Property, then Purchaser shall restore the Property to a condition that is substantially the same as its condition prior to the performance of such Due Diligence Activity. Section 5.E shall survive any termination of this Agreement for a period of six months or until Purchaser's restoration work is complete.

Section 6. Representations and Warranties.

A. Seller's Representations and Warranties. Seller represents and warrants to Purchaser that, as of the date hereof and as of the date of Closing:

- (i) Seller is the only owner of the Property and has the authority to convey the Property to Purchaser.
- (ii) Seller has not entered into any agreements or granted any options pursuant to which any third party has the right to acquire all or any portion of the Property or any interest therein;
- (iii) there are not now and will not be at Closing, any leases, tenancies, licenses, concessions, franchises, options or rights of occupancy or purchase, service, maintenance, or other contracts that which will be binding upon Purchaser or the Property after the Closing;
- (iv) the Property are not affected by or subject to: (a) any pending or, to Seller's actual knowledge, threatened condemnation suits, or similar proceedings, other than Plaintiff's Ordinance M-23-22, (b) other pending or, to Seller's actual knowledge, threatened claims, charges, complaints, petitions, or unsatisfied orders by or before any administrative agency or court, or (c) any pending or, to Seller's actual knowledge, threatened claims, suits, actions, complaints, petitions, or unsatisfied orders by or in favor of any party whatsoever;
- (v) to Seller's actual knowledge, there are no threatened requests, applications, or proceedings to modify the zoning classification applicable to the Property;

- (vi) to Seller's actual knowledge, there are no unrecorded easements, liens, or encumbrances affecting the Property;
- (vii) excluding any notice(s) from Purchaser, Seller has received no written notice of any violation of any law, ordinance, order, regulation, or requirement related to the Property, including, but not limited to, building, zoning, environmental, safety, and health ordinances, statutes, regulations, and requirements issued by any governmental body or agency having jurisdiction over the Property;
- (viii) intentionally omitted;
- (ix) except as disclosed in Seller's Deliveries, Seller has received no written notice of (a) any pending or threatened action or proceeding arising out of the presence of any substance defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601, *et seq.*, the Hazardous Materials Transportation Act (49 U.S.C. 1802), the Resource Conservation and Recovery Act (42 U.S.C. 6901), or in any other Applicable Law (as defined in 14.D.2) governing environmental matters ("**Environmental Laws**") on the Property or (b) any alleged violation of any Environmental Laws;
- (x) Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986;
- (xi) Seller has the requisite power and authority to enter into and perform the terms of this Agreement and the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary trustee, executory, and individual action and authority, do not violate any agreement to which Seller is a party, and no other proceedings on Seller's part are necessary in order to permit Seller to consummate the transaction contemplated hereby;
- (xii) neither Seller nor any of its affiliates have (a) commenced a voluntary case, or had entered against them a petition, for relief under any applicable law relative to bankruptcy, insolvency, or other relief for debtors, (b) caused, suffered, or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator, or similar official in any federal, state, or foreign judicial or non-judicial proceeding to hold, administer, and/or liquidate all or substantially all of their respective assets, (c) had filed against them any involuntary petition seeking relief under any applicable law relative to bankruptcy, insolvency, or other relief to debtors, or (d) made a general assignment for the benefit of creditors; and
- (xiii) each person executing this Agreement on behalf of Seller is fully authorized to do so and, by doing so, to bind Seller to its obligations under this agreement.

"Seller's actual knowledge" as used in this Agreement means the current, honest subjective belief of Seller without any duty of inquiry or investigation, and not constructive knowledge or imputed knowledge. At Purchaser's request, Seller shall reconfirm all representations and warranties set forth in this Section 6 as true, accurate, and complete on and as of Closing.

B. Purchaser's Representations and Warranties. As a material inducement to Seller to execute this Agreement and consummate this transaction, Purchaser represents and warrants to Seller:

- (i) Organization and Authority. Purchaser is a validly existing Illinois municipal corporation. Purchaser has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transaction contemplated hereby. This Agreement has been properly executed and constitutes a valid and binding contract of Purchaser, enforceable in accordance with the terms of this Agreement; and
- (ii) There is no agreement to which Purchaser is a party or to Purchaser's actual knowledge binding on Purchaser which is in conflict with this Agreement.

"Purchaser's actual knowledge" as used in this Agreement means the current, honest subjective belief of Purchaser without any duty of inquiry or investigation, and not constructive knowledge or imputed knowledge.

C. Survival. Seller's and Purchaser's representations and warranties shall survive Closing for 9 months.

D. Condition of the Property. Seller agrees to indemnify, hold harmless, and defend Purchaser, with Purchaser's choice of counsel, from and against any and all claims, demands, losses, liens, costs, expenses (including reasonable attorneys' fees and court costs), damages, liabilities, judgments, or decrees of any kind or nature which, directly or indirectly, are caused by, result from, arise out of, or occur in any manner in connection with any material inaccuracy in Seller's representations or warranties. Except as otherwise set forth in this Agreement, the Property is being sold in an "AS IS, WHERE IS" condition and "WITH ALL FAULTS" as of the Effective Date and as of the Closing Date, subject to the terms of Section 7.(viii) and Section 11. Except as expressly set forth in this Agreement, no representations or warranties (including without limitation merchantability, suitability or fitness for any particular use) have been made or are made by Seller or any person purporting to act on behalf of Seller as to the condition, repair, value, expense, operation or income potential of the Property or any portion thereof, including but not limited to the environmental condition of the Property. Purchaser is relying solely on its own inspections, engineering studies and reports, economic and feasibility studies and examinations of the Property and Purchaser's own determination of the condition of the Property.

Section 7. Seller's Covenants and Agreement. Seller covenants and agrees with Purchaser from the Effective Date until the Closing:

- (i) Seller shall not make, enter into, grant, amend, extend, renew or grant any waiver or consent under any lease, tenancy, easement, license or other agreement allowing the use or occupancy of all or any portion of the Property, without Purchaser's prior written consent;
- (ii) Seller shall not enter into or amend any contracts, agreements or undertakings that will be binding upon Purchaser or the Property, without Purchaser's prior written consent;

- (iii) Seller shall not create, or allow the creation of, any encumbrance on the title of the Property, without Purchaser's prior written consent (except for any Permitted Exceptions);
- (iv) Seller shall not take any action, directly or indirectly, to encourage, initiate, or engage or participate in discussions or negotiations with any third party concerning a potential sale of all or any portion of, or any interest in, the Property;
- (v) Seller shall promptly inform Purchaser of any developments which would cause any of its representations or warranties contained in this Agreement to be no longer materially accurate;
- (vi) Seller may remove personal property from the Property prior to the Closing Date. Anything not removed shall become the property of Purchaser;
- (vii) Deliberately omitted; and
- (viii) Seller shall continue to maintain and keep the Property in its current condition, use commercially reasonable efforts to comply with all Applicable Laws materially affecting it, and pay taxes and mortgage payments on it as they become due.

Section 8. Bulk Sales/Illinois Income Tax Withholding.

At least 20 days prior to the Closing, Purchaser shall with Seller's full cooperation, notify the Illinois Department of Revenue (the "**Department**") of the intended sale of the Property and request the Department to make a determination as to whether Seller has an assessed, but unpaid, amount of tax, penalties, or interest under 35 ILCS 5/902(d) or 35 ILCS 120/5j (collectively the "**Bulk Sale Act**"). At or prior to the Closing, Seller shall deliver to Purchaser evidence that the sale of the Property to Purchaser hereunder is not subject to, and does not subject Purchaser to liability under the Bulk Sale Act ("**Release**"). At least 45 days prior to the Closing, Purchaser shall with Seller's full cooperation notify the Cook County Department of Revenue ("**Cook County Dept.**") of the intended sale of the Property and request the Cook County Dept. to make a determination as to whether Seller has an assessed, but unpaid, amount of tax, penalties, or interest under the Cook County Code Section 34-92 (collectively part of the "**Bulk Sale Act**"). At or prior to the Closing, Seller shall deliver to Purchaser evidence that the sale of the Property to Purchaser hereunder is not subject to, and does not subject Purchaser to liability under the Bulk Sale Act (collectively, "**Release**"). At least 20 days prior to the Closing, Purchaser shall with Seller's full cooperation, notify the Illinois Department of Employment Security (the "**IDES**") of the intended sale of the Property and request the IDES to make a determination as to whether Seller has an assessed, but unpaid, amount of tax, penalties, or interest under the Section 2600 of the Illinois Unemployment Insurance Act (collectively part of the "**Bulk Sale Act**"). At or prior to the Closing, Seller shall deliver to Purchaser evidence that the sale of the Property to Purchaser hereunder is not subject to, and does not subject Purchaser to liability under the Bulk Sale Act (collectively, "**Release**"). Purchaser may, at the Closing, deduct and withhold from the proceeds that are due Seller the amount necessary to comply with the withholding requirements imposed by the Bulk Sale Act, provided that such amounts are deposited in escrow at Closing and released to Seller upon obtaining a release from the Department or otherwise satisfying any amounts due under the

Bulk Sale Act. Seller shall indemnify, defend and hold harmless Purchaser, and its commissioners, officers, employees, agents, successors and assigns, harmless from any and all obligations, liabilities, claims, demands, losses, expenses, or damages arising from Seller's failure to (i) provide any required notice of its sale of the Property to the appropriate state, county, or municipal governmental authorities, (ii) pay any and all taxes and other amounts due in connection with its ownership, operation or sale of the Property, or (iii) otherwise comply with any bulk sales laws of the State of Illinois or Cook County. The foregoing indemnity shall survive the Closing Date.

Section 9. Conditions Precedent to Closing.

Purchaser's obligation to close is subject to each and all of the following conditions being satisfied by Seller, or waived in writing by Purchaser (the "***Closing Contingencies***"):

- (i) all of Seller's representations and warranties contained in this Agreement, must be materially true and correct on the date hereof and as of the Closing Date;
- (ii) Seller must have timely performed all of its obligations under this Agreement;
- (iii) all conditions precedent to Purchaser's obligation to close on the transaction contemplated in this Agreement must have been satisfied or waived as of the Closing Date;
- (iv) Seller must have delivered all items required to be delivered by Seller pursuant to Section 10.C; and
- (v) the Title Company has issued or is irrevocably committed to issue the Title Policy.

Purchaser may inspect the Property within forty-eight (48) hours prior to the Closing Date to determine whether the Closing Contingencies have been satisfied. If a Closing Contingency is not satisfied because of a default by Seller, Purchaser will have all of its rights under Section 14.E.1.

Section 10. Closing.

A. Conveyance and Possession. At Closing, Seller shall convey fee simple title to the Property to Purchaser by delivery of Seller's warranty deed ("***Seller's Deed***") in recordable form conveying fee simple title to the Property, subject only to Permitted Exceptions. Seller shall deliver full and complete possession of the Property to Purchaser upon Closing. Seller shall deliver the Property to Purchaser in its condition as of the Effective Date, except for ordinary wear and tear and subject to Sections 7.(viii) and 11.

B. Time, Place; Closing Escrow.

- (i) Time. The Closing will occur on ~~July~~ ^{AUG. 2nd PW} 31, 2023, or any other date mutually agreed to in writing by the Parties ("***Closing Date***").
- (iii) Place. The Closing will be at the office of the Title Company at 10 S. LaSalle St., Chicago, Illinois. The Parties need not physically attend the Closing.

- (iii) Closing Escrow. On or before the Closing, Purchaser and Seller shall establish an escrow in the usual form of deed and money escrow agreement then in use by Title Company with such changes made as may be necessary to conform with the provisions of this Agreement (a "**Closing Escrow**"). The Closing will be a "New York" style closing. Purchaser shall pay all fees and costs of the Closing Escrow, including the fee for a "New York" style closing.

C. Seller Closing Deliveries. At the Closing, Seller shall deliver or cause to be delivered to Escrowee the following, in each case, fully executed (as applicable), in form and substance satisfactory to Purchaser:

- (i) evidence reasonably satisfactory to the Title Company of the authority of Seller to consummate the Closing, to the extent such authority is not apparent in the documents recorded when Seller acquired title to the Property;
- (ii) Seller's Deed and other instruments of transfer and conveyance transferring the Property, free of all liens other than the Permitted Exceptions;
- (iii) to the extent required by the Title Company, a "gap" undertaking in customary form and substance for the "gap" period" through the applicable Closing Date or the date of recording, as the case may be;
- (iv) a current form of ALTA Statement in customary form and substance as required by the Title Company;
- (v) a counterpart to the closing statement;
- (vi) real estate transfer declarations or exemptions required by Applicable Laws;
- (vii) all other documents, certificates, forms and agreements required by this Agreement or Applicable Law or customarily required by the Title Company, in order to close the transaction, including any instrument, assurance or deposit required for the Title Company to insure over Unpermitted Exceptions in such form, terms, conditions and amount as may be required by the Title Company;
- (viii) a non-foreign affidavit sufficient in form and substance to relieve Purchaser of any and all withholding obligations under Section 1445 of the Internal Revenue Code;
- (ix) a signed Pro Forma title policy;
- (x) Deliberately omitted;
- (xi) an Affidavit of Title in a form acceptable to Purchaser;
- (xii) a bill of sale (with general warranty of title) conveying to Purchaser any of the personal property that remains on the Property as of the Closing Date;

- (xiii) Releases from the State of Illinois and Cook County and IDER for the Bulk Sale Acts; and
- (xiv) a release of liens from all real estate brokers, finders and salespersons with respect to this Agreement.

D. Purchaser's Closing Deliveries. At Closing, Purchaser shall deliver or cause to be delivered to Escrowee the following, in each case, fully executed (as applicable) and in form and substance reasonably satisfactory to Seller:

- (i) the Purchase Price, subject to the credits and other adjustments contemplated herein,
- (ii) a counterpart to the closing statement,
- (iii) to the extent required by the Title Company, a "gap" undertaking in customary form and substance for the "gap" period" through the applicable Closing Date or the date of recording, as the case may be,
- (iv) a current form of ALTA Statement in customary form and substance as required by the Title Company,
- (v) real estate transfer declarations or exemptions required by Applicable Laws,
- (vi) all other documents, certificates, forms and agreements required by this Agreement or Applicable Law or customarily required by the Title Company, in order to close the transaction, and
- (vii) Certified copies of the ordinances, and resolutions, associated with this Agreement.

E. Closing Costs. At Closing, Seller shall pay (i) Seller's attorneys' fees related to such Closing, (ii) costs related to providing Purchaser with clean title, including the payment of back taxes owed on the Property (including fees, penalties, and interest), if any, and (iii) all costs for the release of any liens on the Property, if any. Purchaser shall pay (i) 100% of the Title Company's closing fees, including escrow fees, related to such Closing, (ii) 100% of the costs incurred in recording the Seller's Deed, and any other document required to be recorded by any entity providing funding to Purchaser, (iii) any costs incurred in connection with Purchaser's Due Diligence Activities related to the Due Diligence Period, (iv) Purchaser's attorneys' fees related to such Closing, (v) the cost of the Survey, Title Policy and the endorsements identified in Section 4.B.(ii), including the cost of any additional endorsements to the Title Policy, (vi) all costs to obtain proof of the exempt status for real estate transfer tax purposes imposed by the State of Illinois, County of Cook, or City of Des Plaines, including but not limited to any processing fee, inspection fee, or any other cost required by the City of Des Plaines to obtain such exemption for real estate

transfer taxes. Seller shall only be responsible for outstanding water, sewer, and garbage fees necessary to obtain the exemption.

F. Prorations. All *ad valorem*, special tax roll, or other real estate taxes, charges, and assessments, including special assessments and special service area taxes, affecting the Property (collectively, “*Real Estate Taxes*”) shall be prorated on an accrual basis and on a per diem basis to and including the Closing Date, disregarding any discount or penalty and on the basis of the fiscal year of the authority levying the same. If any Real Estate Taxes are assessed against the Property as of Closing Date, then Seller shall give to Purchaser a credit at the Closing based on 110% of the last tax bill. There will be no tax reparation. All water, sewer, and other utility charges, if any, shall be prorated as of Closing.

Section 11. Casualty; Condemnation. Promptly upon learning thereof, Seller shall give Purchaser written notice of any condemnation, damage or destruction of the Property occurring prior to the Closing. If prior to the Closing all or a material portion of the Property is condemned, damaged or destroyed by an insured casualty, Purchaser shall have the option of either (i) applying the proceeds of any condemnation award or payment under any insurance policies (other than business interruption or rental loss insurance) toward the payment of the Purchase Price to the extent such condemnation awards or insurance payments have been received by Seller, receiving from Seller an amount equal to any applicable deductible under any such insurance policy and receiving an assignment from Seller of Seller’s right, title and interest in any such awards or payments not theretofore received by Seller, or (ii) terminating this Agreement by delivering written notice of such termination to Seller and Escrowee within ten (10) business days after Purchaser has received written notice from Seller of such material condemnation, damage or destruction. If, prior to the Closing, a portion of the Property is condemned, damaged or destroyed and such portion is not a material portion of the Property, the proceeds of any condemnation award or payment and any applicable deductible under any insurance policies shall be applied toward the payment of the Purchase Price to the extent such condemnation awards or insurance payments have been received by Seller, and Seller shall assign to Purchaser all of Seller’s right, title and interest in any unpaid awards or payments. For purposes of this Section 11, the term “material portion” shall mean greater than ten percent (10%) of the value of the Property or an absence of reasonable access to the Property. If the damage or destruction arises out of an uninsured risk, Purchaser shall elect, by written notice within ten (10) days of Seller’s written notice to Purchaser of the occurrence of such damage or destruction to terminate this Agreement.

Section 12. Brokers. Seller and Purchaser each represents and warrants to the other that it knows of no broker or other person or entity who has been instrumental in submitting or showing the Property to Purchaser. If any broker or other person asserts a claim against one of the parties for a broker’s commission, finder’s fee, or similar payment in connection with the transactions contemplated in this Agreement, then that party shall indemnify and hold harmless the other party from and against any damage, liability or expense, including costs and reasonable attorneys’ fees that that party incurs because of such claim.

Section 13. Patriot Act.

A. Definitions. All capitalized words and phrases and all defined terms used in the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (“*Patriot Act*”) and in other statutes and

all 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, and the USA FREEDOM Act dated June 2, 2015 are collectively referred to as the “Patriot Rules” and are incorporated into this Section.

B. Representations and Warranties. Purchaser and Seller hereby represent and warrant, each to the other, that each and every “person” or “entity” affiliated with each respective party or that has an economic interest in each respective party or that has or will have an interest in the transaction contemplated by this Agreement or in any property that is the subject matter of this Agreement or will participate, in any manner whatsoever, in the purchase and sale of the Property is, to the best of Purchaser’s or Seller’s knowledge:

- (i) not a “blocked” person listed in the Annex to Executive Order Nos. 12947, 13099 and 13224,
- (ii) in full compliance with the requirements of the Patriot Rules and all other requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury (“*OFAC*”),
- (iii) operated under policies, procedures and practices, if any, that are in compliance with the Patriot Rules and available to each other for review and inspection during normal business hours and upon reasonable prior notice,
- (iv) not in receipt of any notice from the Secretary of State or the Attorney General of the United States or any other department, agency or office of the United States claiming a violation or possible violation of the Patriot Rules,
- (v) not listed as a Specially Designated Terrorist or as a blocked person on any lists maintained by the OFAC pursuant to the Patriot Rules or any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of the OFAC issued pursuant to the Patriot Rules or on any other list of terrorists or terrorist organizations maintained pursuant to the Patriot Rules,
- (vi) not a person who has been determined by competent authority to be subject to any of the prohibitions contained in the Patriot Rules, and
- (vii) not owned or controlled by or now acting and or will in the future act for or on behalf of any person or entity named in the Annex or any other list promulgated under the Patriot Rules or any other person who has been determined to be subject to the prohibitions contained in the Patriot Rules.

C. Mutual Notice; Termination. Each party covenants and agrees that in the event it receives any notice that it or any of its beneficial owners or affiliates or participants become listed on the Annex or any other list promulgated under the Patriot Rules or indicted, arraigned, or custodially detained on charges involving money laundering or predicate crimes to money laundering, the party that receives such notice shall immediately notify the other (the “*Non-Blocked Party*”) and the effect of the issuance of a notice pursuant to the Patriot Rules is that the Non-Blocked Party may elect to

either: (i) obtain permission from OFAC to proceed with the Closing, in which case, the Closing Date shall be delayed until such permission is obtained, or (ii) send written notice to the other party terminating this Agreement, in which event the Parties shall have no further rights or obligations under this Agreement, except for those rights, liabilities or obligations that survive a termination of this Agreement.

Section 14. General Provisions.

A. **Integration; Modification; Non-Reliance.** This Agreement constitutes the entire agreement between the Parties pertaining to the Property and supersedes all prior agreements, understandings, and negotiations pertaining thereto. This Agreement may be modified only by a written amendment or other agreement that is lawfully approved and executed by the Parties. Purchaser acknowledges that no promise or inducement has been offered for this Agreement, except as contained in this Agreement, and that this Agreement is executed without reliance upon any statement or representation not set forth in this Agreement.

B. **Further Actions.** The Parties shall execute all documents and take all other actions consistent with this Agreement that are reasonably necessary to consummate the transactions contemplated in this Agreement.

C. Deliberately omitted.

D. **Interpretation.**

(i) Presumption. There is no presumption that this Agreement is to be construed for or against Seller or Purchaser, or either party as the principal author of the Agreement. Instead, this Agreement shall be interpreted in accordance with the general tenor of the language in an effort to reach the intended result.

(ii) Compliance with Applicable Laws; Governing Law. In performing their obligations under this Agreement, the Parties shall comply with all applicable federal, state, and local statutes, regulations, requirements, ordinances, and other laws ("*Applicable Laws*"). The internal laws of the State of Illinois, without regard to its conflict of laws rules, shall govern the interpretation of this Agreement.

(iii) Headings and Exhibits. The Section headings in this Agreement are used as a matter of convenience and do not define, limit, construe or describe the scope or intent of the text within such headings. The following Exhibits attached hereto are incorporated herein as an integral part of this Agreement:

Exhibit A: Legal Description of Property

(iv) Non-Waiver. Except as expressly provided in this Agreement, the mere failure by a party to insist upon the strict performance of any obligation of this Agreement or to exercise any right or remedy related to a default thereof shall not constitute a waiver of its rights. If a party waives a right under this Agreement, that waiver shall not be deemed a waiver of any other right.

- (v) Severability. If any provision of this Agreement is invalid or unenforceable against any party under certain circumstances, then this Agreement will be deemed to be amended by deleting such provision. This Agreement will be enforceable, as amended, to the fullest extent allowed by Applicable Laws and so long as the amendment does not result in a failure of consideration.
- (vi) Time. Time is of the essence in the performance of this Agreement. If any date upon which action is required under this Agreement is a Saturday, Sunday, or legal holiday, the date will be extended to the first business day after such date that is not a Saturday, Sunday, or legal holiday.

E. Enforcement.

1. Default.

a. Purchaser Default. If Purchaser fails to perform an obligation under this Agreement, and does not, within 5 days after receiving written notice from Seller of such failure, either (i) cure such failure or (i) if such failure cannot reasonably be cured within 5 days, commence and diligently pursue a cure for such failure, then Purchaser will be in default of this Agreement and Seller may terminate this Agreement and receive the Earnest Money as its sole and exclusive remedy.

b. Seller Default. If (i) Seller fails to perform an obligation under this agreement or (ii) any representation or warranty made by Seller hereunder is untrue when made or becomes materially untrue as the result of an act or omission of Seller, and Seller does not, within 5 days after receiving written notice from Purchaser of such failure, either (i) cure such failure or take action to cause such representation or warranty to become materially true or (ii) if such failure cannot reasonably be cured within 5 days or if such action cannot reasonably be completed within 5 days, commence and diligently pursue a cure for such failure or such action, then Seller will be in default of this Agreement and Purchaser may (i) terminate this Agreement and obtain the Earnest Money or (ii) pursue any other remedy available at law or equity, including without limitation an action for specific performance. Without limiting Purchaser's rights under the preceding sentence, if (i) a representation or warranty made by Seller becomes materially untrue, but not as the result of an act or omission of Seller, or (ii) a Closing Contingency is not satisfied, then Purchaser may terminate this Agreement.

2. Successors and Assigns. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and assigns.

3. Deliberately omitted.

4. Venue. Venue for any litigation concerning the enforcement of this Agreement will be in the Circuit Court of Cook County, Illinois.

F. Execution of Agreement.

1. Board Approval Required.

- (a) Effectiveness; Irrevocable Offer. Purchaser acknowledges that (1) this Agreement is not effective until it is approved by Purchaser's City Council in accordance with Applicable Laws and executed by the Purchaser's Mayor within 24 hours of Purchaser's City Council's approval, (2) by executing this Agreement and delivering it to Purchaser, Seller has made an offer to Purchaser to enter into this Agreement, (3) such offer may be accepted by the lawful approval of the Agreement by Purchaser's City Council, and (4) that such offer is irrevocable until July 31, 2023.
- (b) Consideration. Seller acknowledges that Purchaser's good faith consideration of this Agreement and Seller's irrevocable offer, is adequate consideration for Seller's agreements in this Section.
- 2. Counterparts and Effectiveness. The Parties may execute this Agreement in multiple counterparts, all of which taken together will constitute a single Agreement binding on the Parties, notwithstanding that the Parties are not signatories to the same counterpart. This Agreement will be deemed fully executed, and effective as of the Effective Date, when each party has executed at least one counterpart. Any signature of a party to this Agreement that is sent by that party to the other party via a telefax transmission or via an email transmission in a PDF format shall be deemed a binding signature hereto. Each party shall deliver an original signature to the other party upon the other party's request.
- 3. Representations and Warranties. Purchaser and Seller its successors and assigns represents and warrants to each other that (i) or it has the requisite power and authority to enter into and perform the terms of this Agreement, (ii) the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby (a) have been duly authorized by all necessary action and authority and (b) do not violate any agreement to which it is a party, and (iii) no other proceedings on its part are necessary in order to permit him, her, or it to consummate the transactions contemplated hereby, and (iv) the person executing this Agreement on its behalf, is fully authorized to execute this Agreement, and, by doing so, to bind or it to the obligations under this Agreement.

G. Notices. Notices under this Agreement must be delivered (i) personally, (ii) by overnight delivery by a nationally recognized courier service, or (iii) by email, with the notice also being sent personally, by overnight delivery as set forth above, or by regular U.S. mail. Notices under this agreement must be sent to the following addresses or to such other or further addresses as a party may hereafter designate by notice:

if to Purchaser: **CITY OF DES PLAINES**
 1420 Miner St.
 Des Plaines, Illinois 60016
 Attn.: Michael Bartholomew, City Manager
 Email: mbartholomew@desplaines.org

with a copy to: Elrod Friedman LLP
325 N. LaSalle St Suite 450
Chicago, Illinois 60654
Attn: Peter Friedman and Gregory Smith
Email: peter.friedman@elrodfriedman.com;
Gregory.Smith@elrodfriedman.com

if to Seller: **ZENON WEGIELNIK AND PETER WEGIELNIK**
Zenon Wegielnik
269 S. River Road
Des Plaines, Illinois 60016
Email: zenek_usa@yahoo.com

Peter Wegielnik
c/o 269 S. River Road
Des Plaines, Illinois 60016
Email: pwegielnik@yahoo.com

with a copy to:
Ryan & Ryan Law, LLC
Attn: William E. Ryan
9501 W. Devon Ave., Suite 300
Rosemont, IL 60018
Email: wryan@ryanryanlaw.com

Any notice shall be deemed given upon actual receipt. Nothing in this Section will be deemed to invalidate a notice that is actually received, even if it is not given in strict accordance with this Section.

H. Time of Essence. Time is of the essence to this Agreement and to all dates and time periods set forth herein.

[SIGNATURE PAGE FOLLOWS]

The undersigned execute this Agreement on the dates next to their signatures and acknowledge that this Agreement will become effective as of the Effective Date.

SELLER:

ZENON WEGIELNIK

By: *Zenon Wegielnik*
Zenon Wegielnik

PETER WEGIELNIK

By: *Peter Wegielnik*
Peter Wegielnik

PURCHASER:

CITY OF DES PLAINES, an Illinois home rule municipality

By: _____
Name: _____

Title: Mayor

ATTEST:

By: _____
Name: _____
Title: City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF PARCEL

PARCEL:

LOT 15 (EXCEPT THE NORTH ½ THEREOF) AND LOT 16 (EXCEPT THE SOUTH ½ THEREOF) IN BLOCK 2 IN RIVER RAND ROAD SUBDIVISION OF LOTS 1 TO 8 IN BLOCK 18 (OR BENNETT BLOCK) AND LOTS 1 TO 13 IN BLOCK 19 (OR RAND BLOCK) IN PARK ADDITION TO DES PLAINES, A SUBDIVISION OF LOTS 17-20 IN HODGES SUBDIVISION OF SECTION 16 AND SECTION 17, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 09-16-103-002-0000

Commonly known as 269 River Road, Des Plaines, Illinois

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, MAY 1, 2023

CALL TO ORDER

The regular meeting of the City Council of the City of Des Plaines, Illinois, was called to order by Mayor Goczkowski at 7:00 p.m. in the Eleanor Rohrbach Memorial Council Chambers, Des Plaines Civic Center on Monday, May 1, 2023.

ROLL CALL

Roll call indicated the following Aldermen 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, Deputy Fire Chief Matzl, Police Chief Anderson, and General Counsel Friedman.

PRAYER AND PLEDGE

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

PROCLAMATION

City Clerk Mastalski read a proclamation by Mayor Goczkowski declaring May as Mental Health Awareness Month.

Mayor Goczkowski presented the proclamation to Community Social Worker Kathy Puetz.

City Clerk Mastalski read a proclamation by Mayor Goczkowski declaring the week of May 7-13, 2023 as Public Service Recognition Week.

ALDERMAN ANNOUNCEMENTS

Alderman Oskerka thanked staff for all the exciting events that are coming up later this month.

Alderman Chester congratulated the winners of the aldermanic races.

MAYORAL ANNOUNCEMENTS

Mayor Goczkowski acknowledged the City staff for their effort on the community events throughout the City.

CONSENT AGENDA

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

Upon voice vote, the vote was:

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

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

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

Upon roll call, the vote was:

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

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

Minutes were approved; Ordinance Z-8-23 was adopted; Resolutions R-85-23, R-86-23, R-87-23, R-88-23, R-89-23, R-92-23, R-93-23 were adopted.

APPROVE TSK ORD
2/ PROF ENG SVCS/
TROTTER & ASSOC

Consent Agenda

Resolution
R-85-23

Moved by Brookman, seconded by Chester, to Approve Resolution R-85-23, A RESOLUTION APPROVING TASK ORDER NO. 2 WITH TROTTER AND ASSOCIATES, INC. FOR PROFESSIONAL ENGINEERING DESIGN SERVICES IN CONNETION WITH UPGRADING WATER PUMPS AT THE CENTRAL ROAD PUMP STATION WITH VARIABLE FREQUENCY DRIVES. Motion declared carried as approved unanimously under Consent Agenda.

ADOPT RLAA
Consent Agenda

Resolution
R-86-23

Moved by Brookman, seconded by Chester, to Approve Resolution R-86-23, A RESOLUTION ADOPTING A REPETITIVE LOSS AREA ANALYSIS REPORT FOR THE CITY OF DES PLAINES. Motion declared carried as approved unanimously under Consent Agenda.

APPROVE TSK ORD
4/ CONSTR SVCS/
MANUSOS

Consent Agenda

Resolution
R-87-23

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

APPROVE AGRMT/
ST IMPROVE/
ARROW RD

Consent Agenda

Resolution
R-88-23

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

APPROVE AGRMT/
WTR MAIN
IMPROVE/
SWALLOW

Consent Agenda

Resolution
R-89-23

Moved by Brookman, seconded by Chester, to Approve Resolution R-89-23, A RESOLUTION APPROVING AN AGREEMENT WITH SWALLOW CONSTRUCTION CORP. FOR THE 2023 CAPITAL IMPROVEMENT PROGRAM - CONTRACT A, WATER MAIN IMPROVEMENTS. Motion declared carried as approved unanimously under Consent Agenda.

SECOND READING/
ORDINANCE
Z-8-23

Consent Agenda

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

APPROVE LIC
AGRMT/ ENFORCE
SW/ DACRA

Consent Agenda

Resolution
R-92-23

Moved by Brookman, seconded by Chester, to Approve Resolution R-92-23, A RESOLUTION APPROVING A LICENSING AGREEMENT WITH DACRA TECH LLC. FOR DACRA MUNICIPAL ENFORCEMENT SOFTWARE. Motion declared carried as approved unanimously under Consent Agenda.

APPROVE PLAT OF DED/ 2294 WESTVIEW DR
Consent Agenda

Moved by Brookman, seconded by Chester, to Approve Resolution R-93-23, A RESOLUTION APPROVING A PLAT OF DEDICATION REGARDING A PORTION OF PRIVATE PROPERTY AT 2294 WESTVIEW DRIVE. Motion declared carried as approved unanimously under Consent Agenda.

Resolution R-93-23

APPROVE MINUTES
Consent Agenda

Moved by Brookman, seconded by Chester, to Approve the Minutes of the City Council meeting of April 17, 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 17, 2023, as published. Motion declared carried as approved unanimously under Consent Agenda.

UNFINISHED BUSINESS

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. 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 ordinance implementing the Referendum.

Advanced to second reading by Oskerka, seconded by Moylan, to Adopt the Ordinance M-84-23, AN ORDINANCE AMENDING THE CITY CODE REGARDING TERMS LIMITS.

Upon roll call, the vote was:

- AYES: 5 - Moylan, Oskerka, Zadrozny, Chester, Ebrahimi
- NAYS: 3 - Lysakowski, Brookman, Smith
- ABSENT: 0 - None

Motion declared carried.

NEW BUSINESS

FINANCE & ADMINISTRATION – Alderman Zadrozny, Chair

WARRANT REGISTER

Alderman Zadrozny presented the Warrant Register.

Resolution R-90-23

Moved by Zadrozny, seconded by Oskerka, to Approve the Warrant Register of May 1, 2023 in the Amount of \$2,374,703.64 and Approve Resolution R-90-23.

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.

COMMUNITY DEVELOPMENT – Alderman Chester, Chair

Alderman Chester stated items b and c will be addressed before item a.

CONSIDER
SUPPORTING AND
CONSENTING TO
RENEWAL OF
CLASS 6B FOR 65
BRADROCK DR
Resolution
R-91-23

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

Applicant HLR Bradrock, Inc. is the owner of 65 Bradrock Drive and is requesting renewal of a Cook County Property Tax Class 6b incentive. 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 in its tenth year, 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. 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).

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.

Herb Rizzo, the owner of Sig Manufacturing, spoke on behalf of the request.

Moved by Brookman, seconded by Chester, to Approve the Resolution R-91-23, A RESOLUTION SUPPORTING AND CONSENTING TO RENEWAL OF CLASS 6b CLASSIFICATION FOR THE PROPERTY LOCATED AT 65 BRADROCK DRIVE.

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
APPROVING A
CONDITIONAL USE
PERMIT FOR AN
AUTO SERVICE
REPAIR AT 827
ELMHURST RD
Ordinance
Z-9-23

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

The petitioner, GW Property Group, LLC, is requesting a conditional use permit to allow an auto service repair use in the C-3 General Commercial district at 827 Elmhurst Road.

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. 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.

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. The new submittal has reduced the amount of proposed landscaping on the subject property.

New exterior lighting is also proposed for the new development indicating that the exterior lighting will not exceed 1.3 foot-candles in conformance with the applicable regulations. The new submittal proposed a third freestanding light post located next to the rear entrance/exit access point and north property line.

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. 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. The proposed driveway widths for both the one-way and two-way drive aisles meet the standards.

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. The one proposed accessible parking space is designed to be 18-feet-wide by 18-feet-long.

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.

The PZB voted 7-0 to recommend approval of the conditional use request.

Staff and the PZB recommend the following conditions:

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.

Moved by Ebrahimi, seconded by Chester, to Approve the Ordinance Z-9-23, AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR AN AUTO SERVICE REPAIR USE AT 827 ELMHURST ROAD, DES PLAINES, ILLINOIS (Z #22- 054-CU).

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.

Advanced to second reading by Ebrahimi, seconded by Chester, to Adopt the 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).

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
APPROVING
REVISIONS TO THE
BUSINESS
ASSISTANCE
PROGRAM
GUIDELINES
Resolution
R-81-23

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

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. 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.

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, and grant applicant “skin in the game”. The Council assigned staff to research alternative approaches and return with a proposal to change various components and limitations of the program.

Resolution R-81-23 contains Revised Business Assistance Program guidelines, which would implement a new program structure.

Moved by Brookman, seconded by Moylan, to Approve, as amended, to remove the language prohibiting application for grant dollars after a project as begun, and change the language to make clear that you can only apply until before the construction is completed, the Resolution R-81-23, A RESOLUTION APPROVING REVISIONS TO THE CITY OF DES PLAINES BUSINESS ASSISTANCE PROGRAM GUIDELINES.

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.

Each of the Aldermen stated a few words regarding the outgoing Aldermen, the newly elected Aldermen, their reflection, and their farewell.

**COUNCIL RECESS:
CEREMONIAL
PROCEEDINGS**

Mayor Goczkowski stated the meeting will go into recess for ceremonial proceedings. Council recess began at 8:14 p.m.

**PRESENTATION OF
PLAQUES/
OUTGOING
ELECTED
OFFICIALS**

Mayor Goczkowski presented plaques of appreciation to the outgoing Aldermen:

- Artur Zadrozny – Alderman – Fourth Ward
- Malcolm Chester – Alderman – Sixth Ward
- Shamoon Ebrahimi – Alderman – Eighth Ward

**SWEARING-IN OF
NEWLY ELECTED
OFFICIALS**

The Honorable Judge John M. Allegretti administered the Oath of Office to the newly elected officials:

- Colt Moylan – Alderman – Second Ward
- Dick Sayad – Alderman – Fourth Ward
- Mark Walsten – Alderman – Sixth Ward
- Mike Charewicz – Alderman – Eighth Ward

**NEW COUNCIL
CONVENES**

Mayor Goczkowski reconvened the regular meeting of the City Council from recess at 8:25 p.m.

ROLL CALL

Roll call indicated the following Aldermen present: Lysakowski, Moylan, Oskerka, Sayad, Brookman, Walsten, Smith, Charewicz. A quorum was present.

NEW BUSINESS

**COMMITTEE ON
COMMITTEES**

Moved by Oskerka, seconded by Charewicz, to nominate Alderman Brookman as the Chairman of the Committee on Committees.

Upon voice vote, the vote was:

AYES: 8 - Lysakowski, Moylan, Oskerka, Sayad,
Brookman, Walsten, Smith, Charewicz

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

Alderman Brookman stated the forms will be made available to the Aldermen for their preferences, with assignment of Committees at the next City Council meeting.

**OTHER
ALDERMEN
COMMENTS**

The newly elected Aldermen stated their gratitude, and mentioned their goals for the upcoming term.

ADJOURNMENT

Moved by Brookman, seconded by Sayad, to adjourn the meeting. Upon voice vote, motion declared carried. The meeting adjourned at 8:35 p.m.

Jessica M. Mastalski – CITY CLERK

APPROVED BY ME THIS _____

DAY OF _____, 2023

Andrew Goczkowski, MAYOR



CITY MANAGER'S OFFICE

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

MEMORANDUM

Date: May 4, 2023
To: Mayor Goczkowski and Aldermen of the City Council
From: Michael G. Bartholomew, City Manager *MB*
Subject: Committee Assignments

Attached is a resolution regarding the committee assignments of the Des Plaines City Council for the years 2023-2025 for your consideration at the May 15, 2023 City Council Meeting.

Attachment: Resolution R-102-23

CITY OF DES PLAINES

RESOLUTION R - 102 - 23

A RESOLUTION DESIGNATING THE CHAIRS, VICE-CHAIRS AND MEMBERS OF THE STANDING COMMITTEES OF THE DES PLAINES CITY COUNCIL.

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, on May 1, 2023, the City aldermen elected during the April 4, 2023 consolidated municipal election were sworn into office; and

WHEREAS, subsequently, pursuant to Chapter 6 of Title 1 of the City of Des Plaines City Code, the committee on committees submitted its recommendations to the City Council proposing the chairs, vice-chairs, and members of each of the Council’s standing committees (*“Proposed Committee Assignments”*); and

WHEREAS, the City Council has determined that it is in the best interest of the City to approve the Proposed Committee Assignments;

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 COMMITTEE ASSIGNMENTS. The Proposed Committee Assignments, as set forth in **Exhibit A** to this Resolution, are approved.

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

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 2023.

APPROVED this ____ day of _____, 2023.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Designating the Chairs and Members of the Standing Committees 2023

COMMITTEE ASSIGNMENTS

BUILDING CODE

_____ - **Chairman**
_____ - Vice-Chair
_____ - Member

COMMUNITY DEVELOPMENT

_____ - **Chairman**
_____ - Vice-Chair
_____ - Member

COMMUNITY SERVICES

_____ - **Chairman**
_____ - Vice-Chair
_____ - Member

ENGINEERING

_____ - **Chairman**
_____ - Vice-Chair
_____ - Member

FINANCE & ADMINISTRATION

_____ - **Chairman**
_____ - Vice-Chair
_____ - Member

LEGAL & LICENSING

_____ - **Chairman**
_____ - Vice-Chair
_____ - Member

PUBLIC SAFETY

_____ - **Chairman**
_____ - Vice-Chair
_____ - Member

PUBLIC WORKS

_____ - **Chairman**
_____ - Vice-Chair
_____ - Member



FINANCE DEPARTMENT

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

MEMORANDUM

Date: May 3, 2023
To: Michael G. Bartholomew, City Manager
From: Dorothy Wisniewski, Assistant City Manager/Director of Finance
Subject: Resolution R-100-23, May 15, 2023, Warrant Register

Recommendation: I recommend that the City Council approve the May 15, 2023, Warrant Register Resolution R-100-23.

Warrant Register.....\$4,541,728.64

Estimated General Fund Balance
Balance as of 03/31/2023: \$25,588,258
Please use caution when evaluating this number as revenues fluctuate dramatically from month to month due to delays in receiving sales tax revenue from the State and 1st & 2nd installments of property tax revenue.

CITY OF DES PLAINES

RESOLUTION

R-100-23

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 15, 2023

City of Des Plaines

Warrant Register 05/15/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 100 - General Fund					
1	1880	Due from Component Unit	2071 Lauterbach & Amen, LLP	77519 Prep of the Actuarial Report for FY 2022-GASB 74/75-Library	650.00
Department: 00 - Non Departmental					
2	4635	Zoning & Subdivision Fees	8848 Airoom LLC	Refund 4/11/2023 Application Fee Partial Refund-2109 Eastview	100.00
Total 00 - Non Departmental					100.00

Elected Office					
Division: 110 - Legislative					
3	6015	Communication Services	1552 Verizon Wireless	9932450908 Communication Service 03/14-04/13/2023	384.44
4	6110	Printing Services	2016 Signarama	43762 3 Badges & 3 Engraved Nameplates-New Elected Officials 4/24/2023	150.45
5	6110	Printing Services	1233 Press Tech Inc	51020 2 Boxes of Business Cards 04/24/2023	60.00
Total 110 - Legislative					594.89

Division: 120 - City Clerk					
6	6000	Professional Services	8197 American Legal Publishing Corporation	24260 Codify Ordinances Per Agreement 03/28/2023	48.64
7	6015	Communication Services	1552 Verizon Wireless	9932450908 Communication Service 03/14-04/13/2023	42.16
8	6100	Publication of Notices	1050 Journal & Topics Newspapers	189967 Legal Notice - 2023 Thermoplastic/Epoxy Pavement Mkgs 04/12/2023	103.46
9	6100	Publication of Notices	1069 Paddock Publications Inc	248201 Legal Notice - 2023 CIP Contract A Water Main 04/03/2023	35.10
10	7000	Office Supplies	1644 Warehouse Direct Inc	5481699-0 Notepads, Binders Clips, Etc.	91.76
11	7200	Other Supplies	1644 Warehouse Direct Inc	5481699-0 Notepads, Binders Clips, Etc.	22.02
Total 120 - City Clerk					343.14

Total 10 - Elected Office					938.03
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City Administration					
Division: 210 - City Manager					
12	6009	Legal Fees - Admin Hearings/Prosecutions	1073 Bartel, Raymond	23-08 Administrative Hearings and Traffic Court April 2023	2,005.00
13	6010	Legal Fees - Labor & Employment	1127 Clark Baird Smith LLP	16696 Legal Fees & Supervisor Training March 2023	13,152.50
14	6015	Communication Services	1552 Verizon Wireless	9932450908 Communication Service 03/14-04/13/2023	42.16
Total 210 - City Manager					15,199.66

Division: 230 - Information Technology					
15	6015	Communication Services	1552 Verizon Wireless	9932450908 Communication Service 03/14-04/13/2023	338.83
16	6300	R&M Software	1035 Dell Marketing LP	10666740004 Additional Storage for MS365	1,030.00
17	6300	R&M Software	5952 Neogov	INV-32798 NeoGov Insight Maintenance 5/18/23 - 5/17/24	9,727.00
18	6300	R&M Software	8838 Fortra LLC	V0000223633 Automate Professional Edition-Single License 06/01/23-05/31/24	1,383.71
19	6305	R&M Equipment	2664 Speedlink Solutions Inc	709596 Barracuda Backup Maintenance 6/17/23-7/30/25 R-70-23	62,835.80

City of Des Plaines

Warrant Register 05/15/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount
20	6305	R&M Equipment	8399 Park Place Technologies LLC	PUSA10090097083 Service Maintenance Contract 5/1/23-5/31/23	52.12
21	7320	Equipment < \$5,000	1552 Verizon Wireless	9932450908 Communication Service 03/14-04/13/2023	694.96
Total 230 - Information Technology					76,062.42

Division: 240 - Media Services					
22	6015	Communication Services	1552 Verizon Wireless	9932450908 Communication Service 03/14-04/13/2023	246.81
23	6195	Miscellaneous Contractual Services	4715 SHI International Corporation	B16729288 Adobe Creative Cloud Renewal 4 Licenses 4/16/23-4/15/24	4,026.44
24	8015	Equipment	1035 Dell Marketing LP	10665929194 1 Media Edit Station Desktop and 2 Monitors	3,244.31
Total 240 - Media Services					7,517.56

Division: 250 - Human Resources					
25	5340	Pre-Employment Testing	1320 IL State Police	20230301755 Fingerprint Background Check Services March 2023	113.00
26	6000	Professional Services	1127 Clark Baird Smith LLP	16696 Legal Fees & Supervisor Training March 2023	2,828.75
27	6015	Communication Services	1552 Verizon Wireless	9932450908 Communication Service 03/14-04/13/2023	95.85
28	6100	Publication of Notices	1485 ILCMA - IL City/County Management Assoc	4417 Job Ad: PT Graphic Designer 04/24-05/15/2023	50.00
29	6100	Publication of Notices	5414 3CMA	INV-3142 Job Ad: PT Graphic Designer 04/24-05/15/2023	99.00
30	7000	Office Supplies	1644 Warehouse Direct Inc	5476382-0 1 Box of Manila Folders, 1 Ctn of Banker Boxes	212.45
Total 250 - Human Resources					3,399.05

Division: 260 - Health & Human Services					
31	6545	Subsidy - Social Service Agency	2975 Avenues to Independence	SSF 2023 2023 Social Service Funding R-82-23	4,541.71
32	6545	Subsidy - Social Service Agency	1097 Bessie's Table	SSF 2023 2023 Social Service Funding R-82-23	3,000.00
33	6545	Subsidy - Social Service Agency	1169 Center of Concern	SSF 2023 2023 Social Service Funding R-82-23	17,209.06
34	6545	Subsidy - Social Service Agency	1122 Children's Advocacy Center of NW Cook County	SSF 2023 2023 Social Service Funding R-82-23	5,190.53
35	6545	Subsidy - Social Service Agency	2979 Des Plaines Community Foundation	SSF 2023 2023 Social Service Funding R-82-23	5,623.07
36	6545	Subsidy - Social Service Agency	1383 Frisbie Senior Center	SSF 2023 2023 Social Service Funding R-82-23	5,500.00
37	6545	Subsidy - Social Service Agency	7022 FISH of Park Ridge	SSF 2023 2023 Social Service Funding R-82-23	1,500.00
38	6545	Subsidy - Social Service Agency	2977 HandsOn Suburban Chicago	SSF 2023 2023 Social Service Funding R-82-23	5,262.62
39	6545	Subsidy - Social Service Agency	7024 St Mary's Services	SSF 2023 2023 Social Service Funding R-82-23	4,902.16
40	6545	Subsidy - Social Service Agency	1329 Journeys - The Road Home	SSF 2023 2023 Social Service Funding R-82-23	5,000.00
41	6545	Subsidy - Social Service Agency	1333 Kenneth Young Center	SSF 2023 2023 Social Service Funding R-82-23	5,000.00
42	6545	Subsidy - Social Service Agency	1343 Life Span	SSF 2023 2023 Social Service Funding R-82-23	5,000.00

City of Des Plaines

Warrant Register 05/15/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
43	6545	Subsidy - Social Service Agency	7765 Clean Up - Give Back.Org	SSF 2023	2023 Social Service Funding R-82-23	6,992.79
44	6545	Subsidy - Social Service Agency	7782 Community Backpack Project	SSF 2023	2023 Social Service Funding R-82-23	5,046.34
45	6545	Subsidy - Social Service Agency	4759 Connections for the Homeless Inc	SSF 2023	2023 Social Service Funding R-82-23	5,000.00
46	6545	Subsidy - Social Service Agency	2344 Maine, Township of	SSF 2023	2023 Social Service Funding R-82-23	12,000.00
47	6545	Subsidy - Social Service Agency	2040 Maryville Academy	SSF 2023	2023 Social Service Funding R-82-23	4,902.16
48	6545	Subsidy - Social Service Agency	2978 Maine Niles Association of Special Recreation	SSF 2023	2023 Social Service Funding R-82-23	4,000.00
49	6545	Subsidy - Social Service Agency	3913 NAMI National Alliance of Mental Illness	SSF 2023	2023 Social Service Funding R-82-23	4,685.89
50	6545	Subsidy - Social Service Agency	1262 North Shore Senior Center	SSF 2023	2023 Social Service Funding R-82-23	6,776.52
51	6545	Subsidy - Social Service Agency	1264 North West Housing Partnership	SSF 2023	2023 Social Service Funding R-82-23	5,200.00
52	6545	Subsidy - Social Service Agency	1272 NW Center Against Sexual Assault	SSF 2023	2023 Social Service Funding R-82-23	5,334.71
53	6545	Subsidy - Social Service Agency	1269 Northwest Suburban Day Care Ctr	SSF 2023	2023 Social Service Funding R-82-23	4,974.25
54	6545	Subsidy - Social Service Agency	6502 Open Communities	SSF 2023	2023 Social Service Funding R-82-23	5,623.07
55	6545	Subsidy - Social Service Agency	1188 Self Help Closet & Pantry of Des Plaines	SSF 2023	2023 Social Service Funding R-82-23	6,848.61
56	6545	Subsidy - Social Service Agency	1190 Shelter Inc	SSF 2023	2023 Social Service Funding R-82-23	4,757.98
57	6545	Subsidy - Social Service Agency	1215 Suburban Primary Healthcare Council	SSF 2023	2023 Social Service Funding R-82-23	5,406.80
58	6545	Subsidy - Social Service Agency	4760 Bridge Youth & Family Services, The	SSF 2023	2023 Social Service Funding R-82-23	5,000.00
59	6545	Subsidy - Social Service Agency	1170 Harbour Inc, The	SSF 2023	2023 Social Service Funding R-82-23	5,000.00
60	6545	Subsidy - Social Service Agency	7025 Josselyn Center NFP, The	SSF 2023	2023 Social Service Funding R-82-23	6,632.34
61	6545	Subsidy - Social Service Agency	2297 Salvation Army, The	SSF 2023	2023 Social Service Funding R-82-23	3,000.00
62	6545	Subsidy - Social Service Agency	7023 Trinity Lutheran Church	SSF 2023	2023 Social Service Funding R-82-23	2,000.00
63	6545	Subsidy - Social Service Agency	8839 Viator House of Hospitality	SSF 2023	2023 Social Service Funding R-82-23	4,685.89
64	6545	Subsidy - Social Service Agency	1156 Wings Program Inc	SSF 2023	2023 Social Service Funding R-82-23	8,703.30
65	6545	Subsidy - Social Service Agency	4912 Northwest Compass Inc	SSF 2023	2023 Social Service Funding R-82-23	9,640.47
66	6545	Subsidy - Social Service Agency	7021 Alliance for Immigrant Neighbors	SSF 2023	2023 Social Service Funding R-82-23	4,902.16
67	6545	Subsidy - Social Service Agency	4767 KAN-WIN	SSF 2023	2023 Social Service Funding R-82-23	5,623.07
68	6545	Subsidy - Social Service Agency	7020 Older Adult Services	SSF 2023	2023 Social Service Funding R-82-23	5,262.62
Total 260 - Health & Human Services					215,728.12	
Total 20 - City Administration					317,906.81	

City of Des Plaines

Warrant Register 05/15/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Department: 30 - Finance						
69	6000	Professional Services	2071 Lauterbach & Amen, LLP	77132	Prep of the Actuarial Report for FY 2022-GASB 67/68-Firefighters	2,210.00
70	6000	Professional Services	2071 Lauterbach & Amen, LLP	77144	Prep of the Actuarial Report for FY 2022-GASB 67/68-Police	2,210.00
71	6000	Professional Services	2071 Lauterbach & Amen, LLP	77520	Prep of the Actuarial Report for FY 2022-GASB 74/75-City	4,780.00
72	6015	Communication Services	1552 Verizon Wireless	9932450908	Communication Service 03/14-04/13/2023	143.91
73	6110	Printing Services	2016 Signarama	43736	Engraved Name Plate for Accounting Manager 04/14/2023	50.25
74	6110	Printing Services	1665 Classic Graphic Ind Inc	89334	2K AP Laser Checks 04/22/2023	815.31
Total 30 - Finance					10,209.47	

Community Development						
Division: 410 - Building & Code Enforcement						
75	6000	Professional Services	3337 HR Green Inc	162038	Building Inspection & Plan Review Services March 2023	7,866.66
76	6000	Professional Services	2262 MaRous & Co	22-192	Appraisal Report 11/28/2022 - Methodist Campground	8,000.00
77	6000	Professional Services	5764 GovTempUSA LLC	4166199	Permit Tech Assistance - Clerical Ending 4/9 & 4/16/2023	2,258.55
78	6015	Communication Services	1552 Verizon Wireless	9932450908	Communication Service 03/14-04/13/2023	595.50
79	6100	Publication of Notices	1050 Journal & Topics Newspapers	190000	Legal Notice -Tall Grass & Weed Published 4/19/23	197.51
80	7000	Office Supplies	1644 Warehouse Direct Inc	5480837-0	Paper, Envelopes, Pens and Plates	186.85
81	7200	Other Supplies	1644 Warehouse Direct Inc	5480837-0	Paper, Envelopes, Pens and Plates	14.36
82	7200	Other Supplies	8846 Johnson, Ryan	Reimb 4/18/2023	Reimb for Pizza for Energov Rollout 04/18/2023	124.80
83	7320	Equipment < \$5,000	1552 Verizon Wireless	9932450908	Communication Service 03/14-04/13/2023	394.96
Total 410 - Building & Code Enforcement					19,639.19	

Division: 420 - Planning & Zoning						
84	6015	Communication Services	1552 Verizon Wireless	9932450908	Communication Service 03/14-04/13/2023	42.16
Total 420 - Planning & Zoning					42.16	

Division: 430 - Economic Development						
85	6000	Professional Services	2262 MaRous & Co	22-202	Appraisal Services 12/19/2022 - 678 Lee Street	1,800.00
86	6000	Professional Services	2262 MaRous & Co	22-203	Appraisal Services 12/19/2022 - 1504 Miner Street	1,500.00
87	6000	Professional Services	2262 MaRous & Co	22-204	Appraisal Services 12/19/2022	1,700.00
88	6000	Professional Services	2262 MaRous & Co	23-015	Appraisal Services 01/25/2023	2,900.00
89	6015	Communication Services	1552 Verizon Wireless	9932450908	Communication Service 03/14-04/13/2023	42.16
90	6110	Printing Services	2016 Signarama	43740	Signs for Trade Show Booth 04/17/2023	104.00
Total 430 - Economic Development					8,046.16	

Total 40 - Community Development					27,727.51
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City of Des Plaines

Warrant Register 05/15/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Public Works & Engineering						
Division: 100 - Administration						
91	6015	Communication Services	1552 Verizon Wireless	9932450908	Communication Service 03/14-04/13/2023	82.22
Total 100 - Administration					82.22	
Division: 510 - Engineering						
92	6015	Communication Services	1552 Verizon Wireless	9932450908	Communication Service 03/14-04/13/2023	365.99
93	7320	Equipment < \$5,000	1552 Verizon Wireless	9932450908	Communication Service 03/14-04/13/2023	698.72
Total 510 - Engineering					1,064.71	
Division: 520 - Geographic Information Systems						
94	6195	Miscellaneous Contractual Services	1107 Ayres Associates	206721	R-36-23 Task Order No. 2 - Aerial Photography 03/06-04/01/2023	11,743.00
Total 520 - Geographic Information Systems					11,743.00	
Division: 530 - Street Maintenance						
95	5325	Training	4152 Reyes, Miguel	Reimb 03/09/23	Reimb for Pest Diagnosis & Mgmt Class-Arborist 03/24/2023	100.00
96	5335	Travel Expenses	2494 IL State Toll Highway Authority (IPASS)	G123000005415	Toll Fees - 01/01-03/31/2023	81.40
97	6015	Communication Services	1552 Verizon Wireless	9932450908	Communication Service 03/14-04/13/2023	312.20
98	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	254266	Greenspace Spring Clean Ups - Zone 1 - 03/31/2023, R-27-21	3,967.25
99	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	254267	Landscape Maintenance - Downtown - 03/31/2023, R-166-22	2,451.33
100	6325	R&M Street Lights	1044 H&H Electric Co	41190	Replace Crosswalk Beacon - Central & River - 03/08/2023, R-29-22	12,842.24
101	6325	R&M Street Lights	1044 H&H Electric Co	41211	Light Pole Install - Miner & Pearson - 03/09/2023, R-29-22	1,897.54
102	6325	R&M Street Lights	1044 H&H Electric Co	41254	Locate Streetlighting - 1420 Miner - 03/13/2023, R-29-22	349.10
103	7000	Office Supplies	1644 Warehouse Direct Inc	5473893-0	Laminating Pouches, 2 Clipboards - PW	10.41
104	7000	Office Supplies	1644 Warehouse Direct Inc	5478539-0	2 Wastebaskets, Paper, Binder Clips - PW	18.36
105	7030	Supplies - Tools & Hardware	1520 Russo Power Equipment	SPI20173111	2 Scoop Shovels	119.98
106	7050	Supplies - Streetscape	1520 Russo Power Equipment	SPI20176965	50 Lbs Grass Seed & Box Rake - 04/18/2023	194.98
107	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	113123	2.51 Tons Asphalt - Potholes - 04/11/2023	165.66
108	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	113279	13.35 Cu Yds Asphalt - Main Break Repair - 04/13/2023	881.10
109	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	113477	3.04 Tons Asphalt - Potholes - 04/18/2023	200.64
110	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	113780	1.33 Tons Asphalt - Potholes - 04/21/2023	87.78
111	7055	Supplies - Street R&M	1057 Menard Incorporated	15322	Sign Hanging Hardware - Library Deck	52.44
112	7055	Supplies - Street R&M	1192 Sherwin Industries Inc	SS097390	Pallet of Concrete Cold Patch	2,274.47

City of Des Plaines

Warrant Register 05/15/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
113	7300	Uniforms	2067 Cutler Workwear	PS-INV018883	23 Pairs Jeans - Quartermasters Uniforms	205.15
114	7320	Equipment < \$5,000	1520 Russo Power Equipment	SPI20164898	Leaf Rakes & Power Sweep	699.98
Total 530 - Street Maintenance					26,912.01	

Division: 535 - Facilities & Grounds Maintenance						
115	5335	Travel Expenses	2494 IL State Toll Highway Authority (IPASS)	G123000005415	Toll Fees - 01/01-03/31/2023	81.40
116	6015	Communication Services	1552 Verizon Wireless	9932450908	Communication Service 03/14-04/13/2023	153.48
117	6145	Custodial Services	8073 Crystal Maintenance Services Corporation	30955	Custodial Services - 7 Buildings - May 2023, R-156-22	8,240.00
118	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4152323275	Mat Service - Metra Train Station - 04/12/2023	35.55
119	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4152903038	Mat Service - Police Station - 04/19/2023	128.85
120	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4152903048	Mat Service - Metra Train Station - 04/19/2023	35.55
121	6315	R&M Buildings & Structures	5982 Mr Duct Inc	00096970	Duct Cleaning - Fire Station #63 - 04/18/2023	1,235.00
122	6315	R&M Buildings & Structures	8073 Crystal Maintenance Services Corporation	30805	Cleaning Services - Fire Station #61 - 01/24-01/25/2023	960.00
123	7000	Office Supplies	1644 Warehouse Direct Inc	5473893-0	Laminating Pouches, 2 Clipboards - PW	10.41
124	7000	Office Supplies	1644 Warehouse Direct Inc	5478539-0	2 Wastebaskets, Paper, Binder Clips - PW	18.36
125	7020	Supplies - Safety	1057 Menard Incorporated	15558	Respirator Masks - Leela Building	332.80
126	7020	Supplies - Safety	1047 Home Depot Credit Svcs	5075232	Safety Gloves - Leela Building	24.94
127	7025	Supplies - Custodial	1028 Case Lots Inc	17511	Toilet Tissue, Paper Towels, Can Liners	1,672.20
128	7025	Supplies - Custodial	1029 Cintas Corporation	4152323230	Cleaners, Paper Towels, Soap, Mat, & Scrubs - PW	151.64
129	7025	Supplies - Custodial	1029 Cintas Corporation	4152903060	Cleaners, Paper Towels, Soap, Mat, & Scrubs - PW	173.96
130	7030	Supplies - Tools & Hardware	4640 Albany Steel & Brass Corporation	140202	Sawzall, Grinder, Reciprocating Saw, Battery	1,363.00
131	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	2022950	Sawzall	199.00
132	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	2022994	Sawzall & Bottled Water	129.00
133	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	4622810	Sawzall, Saw Blade, PVC Caps - Leela Building Demo	154.47
134	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1117870	Door Closer - City Hall	281.58
135	7045	Supplies - Building R&M	1057 Menard Incorporated	15269	Podium Build Supplies - City Hall	155.97
136	7045	Supplies - Building R&M	1057 Menard Incorporated	15285	Wood - TV Mounting	22.78
137	7045	Supplies - Building R&M	1057 Menard Incorporated	15511	Cable Ties, Lock Nuts, Cap Nuts, Washers - City Hall	13.11

City of Des Plaines

Warrant Register 05/15/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
138	7045	Supplies - Building R&M	1057 Menard Incorporated	15591	Podium Build Supplies - City Hall	119.92
139	7045	Supplies - Building R&M	1057 Menard Incorporated	15655	Light Bulb - City Hall	21.99
140	7045	Supplies - Building R&M	1057 Menard Incorporated	15706	Sanding Block & Clear Finish - Podium	26.95
141	7045	Supplies - Building R&M	1187 Scharm Floor Covering	16325	Adhesive - Fire Station #61	160.00
142	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2935916	Sloan Valve Repair Kit - PW	7.00
143	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	3751	Toggle Bolts & Washers - City Hall	21.40
144	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	3757	Steel Wire - City Hall	4.49
145	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	3767	Receptacle - Metra Train Station	3.59
146	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	9603734	Toilet, Toilet Seat, & Wax Ring - Fire Station #62	214.62
147	7045	Supplies - Building R&M	1513 Owl Hardwood Lumber & Plywood Inc	D-538981	Wood - City Hall Podium Build	158.72
148	7140	Electricity	1033 ComEd	0169072100-04/23	Electricity Service 03/08-04/05/2023	111.07
149	7140	Electricity	1033 ComEd	0459113083-04/23	Electricity Service 03/15-04/13/2023	5,366.71
150	7140	Electricity	1033 ComEd	0801154263-04/23	Electricity Service 03/07-04/05/2023	31.96
151	7140	Electricity	1033 ComEd	2685017085-04/23	Electricity Service 03/07-04/05/2023	125.28
152	7140	Electricity	1033 ComEd	4974385007-04/23	Electricity Service 03/10-04/10/2023	24.77
153	7140	Electricity	1033 ComEd	4974507003-04/23	Electricity Service 03/07-04/05/2023	523.29
154	7140	Electricity	1033 ComEd	5310485089-04/23	Electricity Service 03/07-04/05/2023	45.66
155	7140	Electricity	1033 ComEd	5310487056-04/23	Electricity Service 03/07-04/05/2023	1,019.86
156	7140	Electricity	1033 ComEd	5310488160-04/23	Electricity Service 03/07-04/05/2023	11.39
157	7140	Electricity	1033 ComEd	5310489194-04/23	Electricity Service 03/07-04/05/2023	16.30
158	7140	Electricity	1033 ComEd	5310490044-04/23	Electricity Service 03/07-04/05/2023	72.68
159	7140	Electricity	1033 ComEd	5310491292-04/23	Electricity Service 03/07-04/05/2023	13.68
160	7140	Electricity	1033 ComEd	5310492075-04/23	Electricity Service 03/07-04/05/2023	12.70
161	7140	Electricity	1033 ComEd	5310494104-04/23	Electricity Service 03/07-04/05/2023	13.28
162	7140	Electricity	1033 ComEd	5310495085-04/23	Electricity Service 03/07-04/05/2023	102.76
163	7140	Electricity	1033 ComEd	5310649010-04/23	Electricity Service 03/07-04/05/2023	34.79
164	7140	Electricity	1033 ComEd	5310666020-04/23	Electricity Service 03/07-04/05/2023	1,056.06
165	7145	Water/Sewer	1031 Des Plaines, City of	71110082-304/23	Utility Service - 1450 Miner - 02/28-03/31/2023	149.70

City of Des Plaines

Warrant Register 05/15/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
166	7200	Other Supplies	1057 Menard Incorporated	15606	9 Cases Bottled Water - City Hall	25.11
167	7200	Other Supplies	1047 Home Depot Credit Svcs	2022994	Sawzall & Bottled Water	9.96
168	7300	Uniforms	2067 Cutler Workwear	PS-INV018883	23 Pairs Jeans - Quartermasters Uniforms	205.15
Total 535 - Facilities & Grounds Maintenance					25,283.89	

Division: 540 - Vehicle Maintenance

169	6015	Communication Services	1552 Verizon Wireless	9932450908	Communication Service 03/14-04/13/2023	80.46
170	6115	Licensing/Titles	8584 James Drive Safety Lane LLC	5276	Vehicle Safety Inspection - March 2023	150.00
171	6135	Rentals	1029 Cintas Corporation	4152255667	Mechanic's Uniform Rental - 04/12/2023	231.68
172	6135	Rentals	1029 Cintas Corporation	4152969372	Mechanic's Uniform Rental - 04/19/2023	231.68
173	6195	Miscellaneous Contractual Services	2214 Liberty Tire Recycling	2482443	17 Tires Recycled- 04/08/2023	81.33
174	6305	R&M Equipment	1203 Standard Industrial & Automotive Equipment Inc	WO-00215	Vehicle Lift Repair - PW Shop - 02/17/2023	485.00
175	6305	R&M Equipment	1203 Standard Industrial & Automotive Equipment Inc	WO-9993	Vehicle Lifts Repairs - PW Shop - 03/17/2023	1,792.76
176	6310	R&M Vehicles	1278 Dave & Jim's Auto Body Inc	23247	All Wheel Alignment - PW 2027 - 04/11/2023	65.00
177	7000	Office Supplies	1644 Warehouse Direct Inc	5473893-0	Laminating Pouches, 2 Clipboards - PW	10.41
178	7000	Office Supplies	1644 Warehouse Direct Inc	5478539-0	2 Wastebaskets, Paper, Binder Clips - PW	18.36
179	7035	Supplies - Equipment R&M	1699 Metal Supermarkets Villa Park	1031679	Mild Steel - PW 5097	744.18
180	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	857936	Self Etching Primer - PW 5PW3	16.06
181	7035	Supplies - Equipment R&M	1520 Russo Power Equipment	PCM20006058	Returned Starter Coil - PW 5107	(93.99)
182	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_324906	Bolts & Washers - PW 5079	8.34
183	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0347395	15 Filters - PW 5131 & Police Stock	169.89
184	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0348267	6 Purge Valves - Police Stock	185.52
185	7040	Supplies - Vehicle R&M	8827 VGP Holdings LLC	134030405	Windshield Solvent, Oil, Penetrating Oil - Police Stock	927.90
186	7040	Supplies - Vehicle R&M	2164 JB Metal Works Inc	20210	Steel Purchase - PW Stock	95.00
187	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-151077	Motor Oil - Police 6073	30.48
188	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	280147340	8 Police Tires - Police Stock	1,214.76
189	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	280147341	6 Police Tires - Police Stock	907.32
190	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	280147462	2 Truck Tires - PW Stock	861.16
191	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	280147606	2 Ambulance Tires - Fire 7706	798.04

City of Des Plaines

Warrant Register 05/15/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
192	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	280147609	4 Tires - Fire 7610	2,160.96
193	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	280147705	2 Aerial Truck Tires - Fire 7801	1,945.16
194	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3032055541	Flywheel Housing & Rear Crank Seal - PW 5079	1,995.00
195	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3032099482	Returned Hose - PW 5079	(94.90)
196	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3032128299	Rear Motor Mounts, Bolts, Isolators, Nuts - PW 5079	801.26
197	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3032144796	Cam Shaft Seal - PW 5079	33.90
198	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3032164352	Crank Sensor & Bolt - PW 5079	198.99
199	7040	Supplies - Vehicle R&M	5573 Henderson Products Inc	374703	Set Screws, Shaft, Hinges	528.79
200	7040	Supplies - Vehicle R&M	5573 Henderson Products Inc	375079	Cylinder, Brackets, & Pin	2,363.94
201	7040	Supplies - Vehicle R&M	5573 Henderson Products Inc	375243	Set Screws	17.43
202	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1327807	Muffler - Fire 7403	90.99
203	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1328033	Brake Rotors & Pads - Police 6023	220.78
204	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	549319P	Cooking Fan Assembly & Coolant Hose - Police 6087	283.05
205	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	549416P	Coolant Reservoir & Cooling Fan Assembly - Police 6089	334.29
206	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	549561P	Thermostat, Seal, Sensor, Relay - PW 5089	26.67
207	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	549575P	Gaskets - Police 5089	60.54
208	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	549593P	Seal & Harness - Police 6089	26.72
209	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	549889P	Shields, Nuts, Screws, Bolts - Police Stock	335.56
210	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	857747	Brake Chambers - PW 5079	144.32
211	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	857783	Returned Exhaust Insulator - Fire 7403	(6.03)
212	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	857926	Exhaust Gasket & Spring Bolt Kit - Fire 7403	25.07
213	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	857996	Exhaust Pipe - Fire 7403	23.23
214	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	858155	Batteries & Core Deposits - Police Stock	774.11
215	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	858191	Core Deposits Returned - Police Stock	(90.00)
216	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	858209	Wheel Hub & Air Filter - Police 6023	303.56
217	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	858336	2 LED Headlights - PW 5516	223.98
218	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	858463	Hub Bearing - Police 6023	180.66
219	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	858477	Brake Pads & Rotors - Police Stock	188.46

City of Des Plaines

Warrant Register 05/15/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
220	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	858545	2 Air Filters - Fire 7702	70.77
221	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	858603	2 Shocks - Fire 7702	219.30
222	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	858656	3 Clamps - Fire 7702	41.61
223	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	858878	Air Filters - Police 6107	24.42
224	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	858978	Filters & Wiper Blades - Police 6921	46.34
225	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101110825:01	Gas Cylinders & Foot Pedal - Fire Stock	131.98
226	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101110825:03	Foot Pedal Service Kit	46.17
227	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101111684:01	Nut Isolators, Screws, & Washers - Fire 7702	43.61
228	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101112049:01	Seal & Socket - Fire 7702	25.98
229	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101112268:01	HVAC Pipes & O Rings - Fire 7702	51.18
230	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101112273:01	Rocker Switches - Fire 7702 & Fire Stock	129.08
231	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101112287:01	2 A-Pillar Covers - Fire 7702	33.99
232	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101112287:02	A-Pillar Cover - Fire 7702	29.08
233	7120	Gasoline	8331 Avalon Petroleum Company Inc	578133	5,000 Gals Unleaded Gasoline - 04/12/2023, R-162-22	14,362.45
234	7130	Diesel	8331 Avalon Petroleum Company Inc	028127	2,000 Gals Bio Diesel Fuel - 04/12/2023, R-162-22	5,546.07
235	7320	Equipment < \$5,000	1552 Verizon Wireless	9932450908	Communication Service 03/14-04/13/2023	413.71
Total 540 - Vehicle Maintenance						43,323.57

Total 50 - Public Works & Engineering	108,409.40
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Police Department						
Division: 100 - Administration						
236	6015	Communication Services	1552 Verizon Wireless	9932450908	Communication Service 03/14-04/13/2023	178.64
Total 100 - Administration					178.64	

Division: 610 - Uniformed Patrol						
237	5325	Training	7221 Imprimus Forensic Services LLC	1023	Basic Evidence Photography 4/24-4/26/2023 (2 ETs)	878.00
238	5325	Training	1129 DuPage, College of	14901	Police Academy Training for 1 Recruit 1/9-4/28/2023	4,696.00
239	5325	Training	1261 Northeast Multiregional Training	323746	Close Qtr Handgun Class 4/4-4/5/2023 (1 Officer)	300.00
240	6015	Communication Services	1552 Verizon Wireless	9932450908	Communication Service 03/14-04/13/2023	2,263.24
241	6110	Printing Services	1233 Press Tech Inc	50980	1 Box of Business Cards 4/12/2023	30.00
242	7200	Other Supplies	2509 Lynn Peavey Co	399939	Lumionl Kit, Leuco Crystal Violet Kit for ET Program	101.19
Total 610 - Uniformed Patrol					8,268.43	

City of Des Plaines

Warrant Register 05/15/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Division: 620 - Criminal Investigation						
243	6015	Communication Services	1552 Verizon Wireless	9932450908	Communication Service 03/14-04/13/2023	1,009.54
244	7320	Equipment < \$5,000	1552 Verizon Wireless	9932450908	Communication Service 03/14-04/13/2023	413.71
245	7500	Postage & Parcel	1041 Federal Express	8-098-21436	Delivery Service 04/04-04/06/2023	13.97
Total 620 - Criminal Investigation					1,437.22	

Division: 630 - Support Services						
246	5310	Membership Dues	1261 Northeast Multiregional Training	322385	Annual Membership Fee 7/1/2023-6/30/2024 - Dept Wide	9,310.00
247	5320	Conferences	1430 Law Enforcement Records Managers of IL	2046	2023 LERMI Conf 4/21/2023 (1 Records Supervisor)	50.00
248	6015	Communication Services	8484 PTS Communications Inc	2104656	3 Public Pay Phones Monthly Fee 5/1-5/31/2023	228.00
249	6015	Communication Services	1552 Verizon Wireless	9932450908	Communication Service 03/14-04/13/2023	443.21
250	6345	R&M Police Range	3882 Best Technology Systems Inc	BTL-23022-3	2023 Service Agreement for Range Cleaning and Maint 3/30/2023	706.25
251	7000	Office Supplies	1644 Warehouse Direct Inc	5481192-0	Manila Folders and Mailing Tape	20.64
252	7320	Equipment < \$5,000	4177 Uline Inc	162474448	Bench Vise	323.82
Total 630 - Support Services					11,081.92	

Total 60 - Police Department					20,966.21
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Fire Department						
Division: 100 - Administration						
253	6015	Communication Services	1552 Verizon Wireless	9932450908	Communication Service 03/14-04/13/2023	344.98
Total 100 - Administration					344.98	

Division: 710 - Emergency Services						
254	6015	Communication Services	1552 Verizon Wireless	9932450908	Communication Service 03/14-04/13/2023	948.14
255	6015	Communication Services	1552 Verizon Wireless	9932450908	Communication Service 03/14-04/13/2023	756.23
256	6035	Dispatch Services	5067 Regional Emergency Dispatch Center	164-23-05	R-141-13 Monthly Dispatch Service May 2023	66,587.00
257	6035	Dispatch Services	5973 Emergency Twenty Four Inc	64713	R-48-23 - Elevator Alarm Dispatch Fees March 2023	3,552.00
258	6035	Dispatch Services	5067 Regional Emergency Dispatch Center	STARCOM-15	R-141-13 Dispatch Service (Starcom Radio Fees) Feb-May 2023	648.00
259	6195	Miscellaneous Contractual Services	7779 FNX Coyote LLC	20230416A	Retirement Plaque Engraving 04/16/2023 - Battalion Chief	45.00
260	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8003731387	On-Site Shredding Services Fire Dept Admin. 03/31/2023	103.53
261	6300	R&M Software	8391 Kno2 LLC	12319	Annual Kno2 Subscription - 04/01 - 03/31/2024	1,300.00
262	6300	R&M Software	8623 Northwest Central 9-1-1 System	1488	Proportionate Share of Image Trend Annual Maint. 4/1/23-3/31/24	5,521.01
263	6305	R&M Equipment	5800 Turnout Rental LLC	27374	Gear Repair 3/22/23 - 2 Paramedics	271.06
264	6305	R&M Equipment	2860 Witmer Public Safety Group	INV241141	Hydra Ram Repair - 4/17/23	511.00

City of Des Plaines

Warrant Register 05/15/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
265	6315	R&M Buildings & Structures	1491 Sterling Service Group Inc	491431	Oven Repair - Replace Burner Valves - Station 62 - 4/14/2023	975.87
266	6315	R&M Buildings & Structures	1748 Novak & Parker Inc	768123	Oven Repair and Parts 04/13/2023 - Station 62	304.34
267	6315	R&M Buildings & Structures	2054 Breathing Air Systems	INV-IL65-159	Semi Annual Maintenance - Station 63 - 04/19/2023	676.43
268	6315	R&M Buildings & Structures	2054 Breathing Air Systems	INV-IL65-160	Semi Annual Maintenance - Station 61 - 04/19/2023	889.63
269	6315	R&M Buildings & Structures	1525 Hastings Air-Energy Control Inc	PS-I0001364	Service Call @ Sta 61 - Replaced Rail Stop - 04/05/2023	1,431.86
270	7025	Supplies - Custodial	1043 WW Grainger Inc	9680008902	1 Pk Mug Bright White	79.36
271	7035	Supplies - Equipment R&M	6656 Route 12 Rental Co Inc	129603	32 Quarts of Fuel	287.68
272	7045	Supplies - Building R&M	8817 Restaurant Supply LLC	INV-380606	Imperial Pro Series Gas Stove Range- Station 61(Partial Payment)	8,000.00
273	7200	Other Supplies	1046 Hinckley Spring Water Co	22728338 041323	24 - 24 Packs of Water for Fire Vehicles	223.65
274	7200	Other Supplies	1147 Zoll Medical Corp	3705317	Five 4-Ft Cables, 5 Sensors	2,212.50
275	7300	Uniforms	3212 On Time Embroidery Inc	105773	1 Work Boot - Paramedic	169.00
276	7300	Uniforms	3212 On Time Embroidery Inc	106539	1 Dress Coat - Paramedic	167.00
277	7300	Uniforms	3212 On Time Embroidery Inc	108680	1 Job Shirt - Paramedic	72.00
278	7300	Uniforms	3212 On Time Embroidery Inc	109129	3 Polos - Lieutenant	153.00
279	7300	Uniforms	3212 On Time Embroidery Inc	109162	1 Work Boot - Paramedic	169.00
280	7300	Uniforms	3212 On Time Embroidery Inc	109163	1 Polo - Paramedic	54.00
281	7300	Uniforms	3212 On Time Embroidery Inc	109164	1 Jacket - Paramedic	319.00
282	7300	Uniforms	3212 On Time Embroidery Inc	109173	1 Jacket - Paramedic	319.00
283	7300	Uniforms	3212 On Time Embroidery Inc	109175	1 Job Shirt - Paramedic	78.00
284	7300	Uniforms	3212 On Time Embroidery Inc	109177	1 Jacket - Paramedic	319.00
285	7300	Uniforms	3212 On Time Embroidery Inc	109178	1 Jacket, 1 Job Shirt - Paramedic	391.00
286	7300	Uniforms	3212 On Time Embroidery Inc	109258	1 Job Shirt - Paramedic	78.00
287	7300	Uniforms	3212 On Time Embroidery Inc	110031	Cap, 4 Shirts, Belt, 3 Cargo Pants - Paramedic	322.00
288	7300	Uniforms	3212 On Time Embroidery Inc	110837	1 Cap - Paramedic	22.00
289	7300	Uniforms	3212 On Time Embroidery Inc	111047	5 T-Shirts - Paramedic	55.00
290	7320	Equipment < \$5,000	5244 American Diving Supply	S51455	4 Pairs Hood/Neck Combo, 3 Pairs Latex Gloves	1,200.00
Total 710 - Emergency Services					99,211.29	

Division: 720 - Fire Prevention						
291	6015	Communication Services	1552 Verizon Wireless	9932450908	Communication Service 03/14-04/13/2023	220.03
292	7000	Office Supplies	1644 Warehouse Direct Inc	5476820-0	1 Pk USB Drives, Pushpins, Misc. Office Supplies	105.19

City of Des Plaines

Warrant Register 05/15/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
293	7300	Uniforms	3212 On Time Embroidery Inc	110258	5 Cargo Pants - Division Chief	370.00
294	7320	Equipment < \$5,000	1552 Verizon Wireless	9932450908	Communication Service 03/14-04/13/2023	413.71
Total 720 - Fire Prevention					1,108.93	

Division: 730 - Emergency Management Agency						
295	6015	Communication Services	1936 DTN LLC	6290880	2023 Weather and Billing Support for EMA-05/08-06/07/2023	431.00
296	6015	Communication Services	1552 Verizon Wireless	9932450908	Communication Service 03/14-04/13/2023	42.16
297	6015	Communication Services	1552 Verizon Wireless	9932450908	Communication Service 03/14-04/13/2023	126.85
Total 730 - Emergency Management Agency					600.01	

Total 70 - Fire Department					101,265.21
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Department: 75 - Fire & Police Commission						
298	5340	Pre-Employment Testing	5213 Shaughnessy, Kevin W	04/21/2023	2 Pre-Employment Polygraph Testing Services 04/13-04/20/2023	460.00
Total 75 - Fire & Police Commission					460.00	

Department: 90 - Overhead						
299	7000	Office Supplies	3827 Pitney Bowes Inc	1022981201	1 Cartridge of Red Ink for Postage Machine	124.49
Total 90 - Overhead					124.49	

Total 100 - General Fund					588,757.13
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Fund: 208 - TIF #8 Oakton						
300	6195	Miscellaneous Contractual Services	5423 KLF Enterprises	INV-062166	Oakton Property Demolition - 03/23-04/18/2023, R-149-22	123,690.00
Total 208 - TIF #8 Oakton					123,690.00	

Fund: 230 - Motor Fuel Tax Fund						
301	7140	Electricity	1033 ComEd	0193753007-04/23	Electricity Service 03/10-04/10/2023	92.80
302	7140	Electricity	1033 ComEd	0237106099-04/23	Electricity Service 03/07-04/05/2023	292.92
303	7140	Electricity	1033 ComEd	0392121005-04/23	Electricity Service 03/07-04/05/2023	156.16
304	7140	Electricity	1033 ComEd	0445091056-04/23	Electricity Service 03/07-04/05/2023	315.78
305	7140	Electricity	1033 ComEd	0725000037-04/23	Electricity Service 03/08-04/06/2023	44.60
306	7140	Electricity	1033 ComEd	1273119011-04/23	Electricity Service 03/08-04/06/2023	2,481.43
307	7140	Electricity	1033 ComEd	1521117181-04/23	Electricity Service 03/07-04/05/2023	424.58
308	7140	Electricity	1033 ComEd	2493112068-04/23	Electricity Service 03/07-04/05/2023	46.80
309	7140	Electricity	1033 ComEd	2607132134-04/23	Electricity Service 03/06-04/04/2023	289.14
310	7140	Electricity	1033 ComEd	2644104014-04/23	Electricity Service 03/06-04/04/2023	261.45
311	7140	Electricity	1033 ComEd	2901166089-04/23	Electricity Service 03/07-04/05/2023	883.31

City of Des Plaines

Warrant Register 05/15/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount
312	7140 Electricity	1033 ComEd	2943015087-04/23	Electricity Service 02/21-03/22/2023	15,760.07
313	7140 Electricity	1033 ComEd	3471079047-04/23	Electricity Service 03/07-04/05/2023	40.42
314	7140 Electricity	1033 ComEd	6045062008-04/23	Electricity Service 03/07-04/05/2023	99.88
Total 230 - Motor Fuel Tax Fund					21,189.34

Fund: 250 - Grant Projects Fund					
Program: 2520 - Capital Grants					
315	6000 Professional Services	5778 Elite Appraisal Center LLC	0061327	Hazard Mitigation Program - 1954 Big Bend Dr Appraisal 11/29/22	400.00
316	6000 Professional Services	5778 Elite Appraisal Center LLC	0061553	Hazard Mitigation Program - 1939 Berry Ln Appraisal 12/19/22	400.00
317	6000 Professional Services	3338 Gabriel Environmental Services	0423A0075	Asbestos Testing - 1300 River Dr - 04/03-04/12/2023	2,000.00
318	6000 Professional Services	4001 Rick Hiton & Associates	10220024	Hazard Mitigation Program - 1954 Big Bend Dr. Appraisal 11/29/22	400.00
319	6000 Professional Services	4001 Rick Hiton & Associates	12220031	Hazard Mitigation Program - 1939 Berry Ln Appraisal 12/19/22	400.00
320	6000 Professional Services	1123 Christopher B Burke Engineering LTD	16	R-183-21 Oakton St Sidepath Phase II 03/26-04/08/23	430.13
Total 2520 - Capital Grants					4,030.13

Total 250 - Grant Projects Fund					4,030.13
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Fund: 260 - Asset Seizure Fund					
Program: 2610 - Customs					
321	8015 Equipment	1026 CDW LLC	JF49824	1 Gamber Upper Pole	66.82
Total 2610 - Customs					66.82

Program: 2620 - DEA					
322	6305 R&M Equipment	7920 SF Mobile-Vision Inc	52003	Body Camera Diagnostic 04/20/2023	125.00
323	7300 Uniforms	1164 Uniform Den East Inc	84196	Helix Brand Level II Ballistic Vest (1 New Officer)	661.95
Total 2620 - DEA					786.95

Total 260 - Asset Seizure Fund					853.77
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Fund: 400 - Capital Projects Fund					
324	6000 Professional Services	5659 V3 Companies of Illinois Ltd	17050-32	Engr Svcs-S-Curve Bike/Ped Underpass Ph 1 02/26-03/25/2023	571.87
325	6000 Professional Services	1079 AECOM Technical Services Inc	2000744917	Task Order #4 - Professional Engr Svcs 01/05-03/31/23	24,885.00
326	6000 Professional Services	8684 Cage Engineering, Inc.	7342	Professional Engr Svcs - Halston Market 03/01-03/31/2023	810.00
327	6015 Communication Services	1552 Verizon Wireless	9932450908	Communication Service 03/14-04/13/2023	121.18
Total 400 - Capital Projects Fund					26,388.05

Fund: 410 - Equipment Replacement Fund					
Department: 60 - Police Department					
328	8015 Equipment	1045 Havey Communications	12224	Task Order # 2 Police Squad Up-Fitting, Squad 87 4/13/2023	7,934.80
Total 60 - Police Department					7,934.80

City of Des Plaines

Warrant Register 05/15/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Department: 70 - Fire Department					
329	8020	Vehicles	8104 MacQueen Emergency Group	E00144 Pierce Enforcer Tower Ladder Truck R-9-22	1,463,000.00
Total 70 - Fire Department					1,463,000.00

Total 410 - Equipment Replacement Fund					1,470,934.80
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Fund: 420 - IT Replacement Fund						
330	6140	Leases	5109 Konica Minolta Premier Finance	5024832024	Konica Minolta Lease 05/21-06/20/2023	7,304.18
331	8005	Computer Hardware	5068 IT Savvy LLC	01418522	3 Fire Station Switches & License 05/14/2023-05/13/2026	15,750.39
332	8005	Computer Hardware	1035 Dell Marketing LP	10665519518	6 Dell Laptops for City Use	11,279.28
333	8005	Computer Hardware	1035 Dell Marketing LP	10665871801	10 Dell Docking Stations	2,150.00
Total 420 - IT Replacement Fund					36,483.85	

Fund: 430 - Facilities Replacement Fund						
334	6315	R&M Buildings & Structures	7706 Lakeshore Recycling Systems LLC	0005281903	Refuse Removal - Leela Building - 03/31/2023	252.00
335	6315	R&M Buildings & Structures	7706 Lakeshore Recycling Systems LLC	0005287755	Dumpster Service - Leela Building - 04/03-04/14/2023	2,368.40
336	6315	R&M Buildings & Structures	2016 Signarama	43727	Window Decals for 610, 614, 620 Lee St & 1454/1456 Miner St 4/20	4,075.00
337	6315	R&M Buildings & Structures	5440 Manusos General Contracting Inc	6616A	TO#3 Phase 1 Demolition - Leela Building - 03/03-03/10/2023	18,962.08
338	6315	R&M Buildings & Structures	5440 Manusos General Contracting Inc	6622	TO#2 Demolition - Leela Building 03/13-03/17/2023	20,905.92
339	6315	R&M Buildings & Structures	5440 Manusos General Contracting Inc	6626	7 Sprinkler Heads Installed - Fire Station 61 - 04/10/2023	2,932.65
340	6315	R&M Buildings & Structures	5440 Manusos General Contracting Inc	FireStation61-P7	Fire Station #61 Remodel-Pay App #7-02/16-04/15/2023, R-126-22	72,023.19
341	6315	R&M Buildings & Structures	5635 Weber Group Management Inc	WG23-221	620 Lee St. 2nd Floor Abatement Services (4,000/sq/ft) 04/21/23	22,375.00
342	6315	R&M Buildings & Structures	5635 Weber Group Management Inc	WG23-222	Asbestos Abatement - 620 Lee - 04/21/2023	4,050.00
343	6315	R&M Buildings & Structures	5635 Weber Group Management Inc	WG23-231	Asbestos Abatement Insulation - 620 Lee - 04/21/2023	9,975.00
344	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1118191	5 Keys Cut - Leela Building	115.00
345	7045	Supplies - Building R&M	1057 Menard Incorporated	15379	PVC Hanger, Brooms, Drop Cloth, Bucket, Etc. - Leela Building	101.62
346	7045	Supplies - Building R&M	1057 Menard Incorporated	15523	Plywood - Leela Building	322.80
347	7045	Supplies - Building R&M	1057 Menard Incorporated	15524A	Demo Supplies - Leela Building	193.81
348	7045	Supplies - Building R&M	1057 Menard Incorporated	15652	3 Wrecking Bars - Leela Building Demo	63.93
349	7045	Supplies - Building R&M	1057 Menard Incorporated	15665	Plaster Reciprocating Saw Blade - Leela Building Demo	19.94
350	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	2022951	Saw Blades - Leela Building Demo	74.44
351	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	3828	4 Plumbing Caps - Leela Building	14.36
352	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	4022576	Zip Caps, Saw Blade, Zipwall - Leela Building Demo	118.98

City of Des Plaines

Warrant Register 05/15/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
353	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	4622810	Sawzall, Saw Blade, PVC Caps - Leela Building Demo	50.96
Total 430 - Facilities Replacement Fund					158,995.08	

Fund: 500 - Water/Sewer Fund						
Non Departmental						
Division: 550 - Water Systems						
354	6015	Communication Services	1552 Verizon Wireless	9932450908	Communication Service 03/14-04/13/2023	803.36
355	6115	Licensing/Titles	8584 James Drive Safety Lane LLC	5276	Vehicle Safety Inspection - March 2023	30.00
356	6195	Miscellaneous Contractual Services	8683 T and T Landscape Construction Inc	10800	Water Main Break Restorations - 04/13/2023, R-184-22	4,231.25
357	6195	Miscellaneous Contractual Services	5995 Wunderlich-Malec Services Inc	21861	SCADA Programming - 03/31/2023	785.85
358	6195	Miscellaneous Contractual Services	1467 HBK Water Meter Service Inc	230253	Meter Bench Test - 04/17/2023	29.50
359	6195	Miscellaneous Contractual Services	6281 Dorner Company	505275	Altitude Valve Inspections - Maple - 03/13/2023	2,625.00
360	6305	R&M Equipment	8793 MIR Cutting Tools	4122023	Manual Drill Machine 4/12/23	938.70
361	7000	Office Supplies	1644 Warehouse Direct Inc	5473893-0	Laminating Pouches, 2 Clipboards - PW	10.41
362	7000	Office Supplies	1644 Warehouse Direct Inc	5478539-0	2 Wastebaskets, Paper, Binder Clips - PW	18.36
363	7020	Supplies - Safety	1703 Prosafety Inc	2/891710	19 Safety Gloves	52.00
364	7040	Supplies - Vehicle R&M	3315 Regional Truck Equipment	277475	Lift Gate Parts - PW 9050	659.79
365	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	858563	Alternator - PW 9051	379.73
366	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10471957	3.00 Cu Yds Top Soil - Restorations - 04/10/2023	96.00
367	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10473482	3.00 Cu Yds Top Soil & 25 Lbs Grass Seed - 04/18/2023	176.00
368	7070	Supplies - Water System Maintenance	1057 Menard Incorporated	15668	Elbows, Teflon Tape, Anchors, Adapters, Nipples, Etc.	105.88
369	7070	Supplies - Water System Maintenance	1072 Prairie Material	890930152	6.00 Cu Yds Concrete - Repairs - 04/11/2023	1,045.50
370	7070	Supplies - Water System Maintenance	1072 Prairie Material	890937415	4.00 Cu Yds Concrete - Repairs - 04/11/2023	815.00
371	7070	Supplies - Water System Maintenance	1072 Prairie Material	890942658	1.0 Cu Yds Concrete - Repairs - 04/19/2023	184.25
372	7070	Supplies - Water System Maintenance	3217 Ozinga Ready Mix Concrete Inc	ARI00561526	5.5 Cu Yds Concrete - Driveway Repair - 04/12/2023	1,113.38
373	7070	Supplies - Water System Maintenance	6992 Core & Main LP	S575798	2 Water Meters and Accessories	3,744.60
374	7070	Supplies - Water System Maintenance	6992 Core & Main LP	S652588	Corporation Stops - Lead Line Replacements	2,450.00
375	7070	Supplies - Water System Maintenance	6992 Core & Main LP	S673750	Lead Service Line Replacement	1,002.00
376	7070	Supplies - Water System Maintenance	6992 Core & Main LP	S673781	Lead Service Line Replacement	1,335.00
377	7070	Supplies - Water System Maintenance	6992 Core & Main LP	S705004	4 Meter Sockets	120.00
378	7120	Gasoline	8331 Avalon Petroleum Company Inc	578133	5,000 Gals Unleaded Gasoline - 04/12/2023, R-162-22	1,553.37
379	7130	Diesel	8331 Avalon Petroleum Company Inc	028127	2,000 Gals Bio Diesel Fuel - 04/12/2023, R-162-22	360.66

City of Des Plaines

Warrant Register 05/15/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
380	7140	Electricity	1033 ComEd	0718079040-04/23	Electricity Service 03/07-04/05/2023	97.38
381	7140	Electricity	1033 ComEd	1602149012-04/23	Electricity Service 03/06-04/04/2023	205.01
382	7140	Electricity	1033 ComEd	2382141015-04/23	Electricity Service 03/07-04/05/2023	78.40
383	7140	Electricity	1033 ComEd	2902009038-04/23	Electricity Service 03/03-04/03/2023	644.78
384	7140	Electricity	1033 ComEd	3526170000-04/23	Electricity Service 03/03-04/03/2023	67.22
385	7140	Electricity	1033 ComEd	4436122006-04/23	Electricity Service 03/15-04/13/2023	6,548.40
386	7140	Electricity	1033 ComEd	5646761001-04/23	Electricity Service 03/03-04/03/2023	24.39
387	7140	Electricity	1033 ComEd	6152054027-04/23	Electricity Service 03/06-04/04/2023	5,613.27
388	7300	Uniforms	2067 Cutler Workwear	PS-INV018883	23 Pairs Jeans - Quartermasters Uniforms	380.60
389	7500	Postage & Parcel	1041 Federal Express	8-098-21436	Delivery Service 04/04-04/06/2023	7.93
Total 550 - Water Systems						38,332.97

Division: 560 - Sewer Systems						
390	6015	Communication Services	1552 Verizon Wireless	9932450908	Communication Service 03/14-04/13/2023	37.19
391	6015	Communication Services	1552 Verizon Wireless	9932450908	Communication Service 03/14-04/13/2023	493.71
392	6115	Licensing/Titles	8584 James Drive Safety Lane LLC	5276	Vehicle Safety Inspection - March 2023	90.00
393	6195	Miscellaneous Contractual Services	7922 US Geological Survey	91061964	Algonquin Rd River Gauge Maintenance 01/01-03/31/2023	3,700.00
394	6505	Subsidy - Sewer Lateral Program	1774 Zabaneh, Philip	SLP-23-002	Sanitary Sewer Rebate 4/13/2023	75.00
395	6505	Subsidy - Sewer Lateral Program	8844 Gabanski, Adele M	SLP-23-003	Sanitary Sewer Rebate 4/17/2023	2,040.00
396	6510	Subsidy - Flood Assistance	8849 Limberopoulos, Peter	FRP-23-004	Flood Rebate 4/25/2023	1,695.00
397	7000	Office Supplies	1644 Warehouse Direct Inc	5473893-0	Laminating Pouches, 2 Clipboards - PW	10.41
398	7000	Office Supplies	1644 Warehouse Direct Inc	5478539-0	2 Wastebaskets, Paper, Binder Clips - PW	18.36
399	7020	Supplies - Safety	1703 ProSafety Inc	2/891710	19 Safety Gloves	52.05
400	7035	Supplies - Equipment R&M	1202 Standard Equipment Co	P41823	6 Hoses - Vactors	837.09
401	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	858595	Battery & Core Deposit - PW 8030	136.14
402	7075	Supplies - Sewer System Maintenance	8758 Vega Americas, Inc	467733	Radar Level Sensors - Levee 50 - 03/06/2023	2,400.52
403	7120	Gasoline	8331 Avalon Petroleum Company Inc	578133	5,000 Gals Unleaded Gasoline - 04/12/2023, R-162-22	769.18
404	7130	Diesel	8331 Avalon Petroleum Company Inc	028127	2,000 Gals Bio Diesel Fuel - 04/12/2023, R-162-22	735.27
405	7140	Electricity	1033 ComEd	0096017042-04/23	Electricity Service 03/07-04/05/2023	2,805.56
406	7140	Electricity	1033 ComEd	0575134020-04/23	Electricity Service 03/03-04/03/2023	171.35
407	7140	Electricity	1033 ComEd	0640144010-04/23	Electricity Service 03/07-04/05/2023	218.52

City of Des Plaines

Warrant Register 05/15/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount
408	7140 Electricity	1033 ComEd	0762050019-04/23	Electricity Service 03/08-04/06/2023	22.77
409	7140 Electricity	1033 ComEd	2038128006-04/23	Electricity Service 03/06-04/05/2023	147.65
410	7140 Electricity	1033 ComEd	2148094073-04/23	Electricity Service 03/08-04/06/2023	67.38
411	7140 Electricity	1033 ComEd	3240002012-04/23	Electricity Service 03/27-04/25/2023	897.02
412	7140 Electricity	1033 ComEd	3461136053-04/23	Electricity Service 03/06-04/04/2023	34.05
413	7140 Electricity	1033 ComEd	3526009006-04/23	Electricity Service 03/07-04/05/2023	122.23
414	7140 Electricity	1033 ComEd	3657136067-04/23	Electricity Service 03/07-04/05/2023	80.90
415	7140 Electricity	1033 ComEd	3773008060-04/23	Electricity Service 03/03-04/03/2023	480.42
416	7140 Electricity	1033 ComEd	4995025051-04/23	Electricity Service 03/06-04/04/2023	28.42
417	7140 Electricity	1033 ComEd	5060090016-04/23	Electricity Service 03/08-04/06/2023	336.69
418	7140 Electricity	1033 ComEd	5814097012-04/23	Electricity Service 03/07-04/05/2023	136.29
419	7140 Electricity	1033 ComEd	6331089024-04/23	Electricity Service 03/03-04/03/2023	227.04
Total 560 - Sewer Systems					18,866.21

Total 00 - Non Departmental	57,199.18
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Department: 30 - Finance					
420	6015 Communication Services	1552 Verizon Wireless	9932450908	Communication Service 03/14-04/13/2023	65.74
421	6025 Administrative Services	7615 Sebis Direct Inc	59730	Utility Bill Rendering Services - Drop Date 04/17/2023	1,709.18
Total 30 - Finance					1,774.92

Total 500 - Water/Sewer Fund	58,974.10
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Fund: 510 - City Owned Parking Fund					
422	7060 Supplies - Parking Lots	1043 WW Grainger Inc	9671253095	4 V-Belts - Library Parking Deck	404.92
423	7140 Electricity	1033 ComEd	0354464001-04/23	Electricity Service 03/07-04/05/2023	2,261.43
424	7140 Electricity	1033 ComEd	2239082030-04/23	Electricity Service 03/07-04/05/2023	1,074.82
425	7140 Electricity	1033 ComEd	4722388001-04/23	Electricity Service 03/07-04/05/2023	19.41
426	7140 Electricity	1033 ComEd	4791127023-04/23	Electricity Service 03/07-04/05/2023	2,584.82
427	7140 Electricity	1033 ComEd	5310303000-04/23	Electricity Service 03/07-04/05/2023	284.53
Total 510 - City Owned Parking Fund					6,629.93

Fund: 520 - Metra Leased Parking Fund					
428	6015 Communication Services	1552 Verizon Wireless	9932450908	Communication Service 03/14-04/13/2023	72.02
429	7140 Electricity	1033 ComEd	5222730006-04/23	Electricity Service 03/03-04/03/2023	120.73

City of Des Plaines

Warrant Register 05/15/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
430	7540	Land Lease	1165 Union Pacific Railroad Company	March 2023	Parking Fees for March 2023	1,991.36
Total 520 - Metra Leased Parking Fund					2,184.11	

Fund: 600 - Risk Management Fund						
431	5345	Post-Employment Testing	7133 Mid-West Truckers Association Inc	24548	Pre-Employment CDL Testing - 03/24/2023	90.00
432	5550	Excess Insurance	7712 Marsh USA Inc	276848096198	Storage Tank Renewal Premium 04/15/2023-04/14/2024	10,317.11
433	5570	Self Insured P&L Expense	1089 Autokrafters of Des Plaines	1481	Accident Repair - Police 6089 - 01/13/2023	5,887.69
434	5570	Self Insured P&L Expense	1089 Autokrafters of Des Plaines	1484	Accident Repair - Police 6086 - 04/13/2023	4,420.92
Total 600 - Risk Management Fund					20,715.72	

Fund: 700 - Escrow Fund						
435	2221	Taste of Des Plaines	6018 A Moon Jump 4-U Incorporated	12827585A	Inflatables & Staffing-Taste of Des Plaines 6/16-6/17/23-FINAL	1,676.12
436	2221	Taste of Des Plaines	6045 Double D Booking	32462	50% Deposit Entertainment Taste of Des Plaines on 6/16-6/17/23	9,950.00
437	2224	Special Event - Food Truck Round Up	6045 Double D Booking	32475	Entertainment for Food Truck Events 5/23, 8/15, 9/19/2023	1,350.00
438	2430	Escrow - Police Items	1320 IL State Police	20230301755	Fingerprint Background Check Services March 2023	28.25
439	2460	Refundable Bonds	1228 Pesche's Inc	Refund 3/14/2023	Bond Refund -1484 Rand Rd	5,000.00
Total 700 - Escrow Fund					18,004.37	

Grand Total					2,537,830.37
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City of Des Plaines

Warrant Register 05/15/2023

Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Fund: 100 - General Fund						
Public Works & Engineering						
Division: 535 - Facilities & Grounds Maintenance						
440	7110	Natural Gas	1064 Nicor	04/14/23 x451619	Natural Gas Service 03/15-04/13/2023	343.98
441	7110	Natural Gas	1064 Nicor	04/14/23 x465297	Natural Gas Service 03/15-04/13/2023	773.53
442	7320	Equipment < \$5,000	8842 Recycle Away LLC	00041551	Recycling Container	1,037.85
Total 535 - Facilities & Grounds Maintenance					2,155.36	

Total 50 - Public Works & Engineering					2,155.36
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Police Department						
Division: 630 - Support Services						
443	6015	Communication Services	1032 Comcast	04/06/2023 x7069	Internet/Cable Service 04/10-05/09/2023	104.95
444	6015	Communication Services	1032 Comcast	04/18/2023 x6724	Internet/Cable Service May 2023	105.50
Total 630 - Support Services					210.45	

Total 60 - Police Department					210.45
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Fire Department						
Division: 730 - Emergency Management Agency						
445	6015	Communication Services	1032 Comcast	04/22/2023 x6716	Internet/Cable Service May 2023	63.30
Total 730 - Emergency Management Agency					63.30	

Total 70 - Fire Department					63.30
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Department: 90 - Overhead						
446	6015	Communication Services	1032 Comcast	171037201-8482	Internet/Cable Service 04/15-05/14/2023	1,575.00
447	6015	Communication Services	1032 Comcast	04/20/2023 x6732	Internet/Cable Service May 2023	63.30
448	6015	Communication Services	8622 RCN Telecom Services LLC	412088501-001618	Internet/Cable Service 04/21-05/20/2023	661.37
449	6015	Communication Services	8622 RCN Telecom Services LLC	412088501-001618	Internet/Cable Service 04/21-05/20/2023	407.41
450	6015	Communication Services	8622 RCN Telecom Services LLC	412088501-001618	Internet/Cable Service 04/21-05/20/2023	98.00
451	6015	Communication Services	8622 RCN Telecom Services LLC	412088501-001618	Internet/Cable Service 04/21-05/20/2023	370.00
452	6015	Communication Services	8622 RCN Telecom Services LLC	412088501-001618	Internet/Cable Service 04/21-05/20/2023	370.00
453	6015	Communication Services	8622 RCN Telecom Services LLC	412088501-001618	Internet/Cable Service 04/21-05/20/2023	591.00

City of Des Plaines

Warrant Register 05/15/2023

Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
454	6015	Communication Services	8622 RCN Telecom Services LLC	412088501-001618	Internet/Cable Service 04/21-05/20/2023	795.00
455	6015	Communication Services	8622 RCN Telecom Services LLC	412088501-001618	Internet/Cable Service 04/21-05/20/2023	500.00
Total 90 - Overhead					5,431.08	
Total 90 - Overhead					5,431.08	
Total 100 - General Fund					7,860.19	
Fund: 500 - Water/Sewer Fund						
Division: 550 - Water Systems						
456	6015	Communication Services	8622 RCN Telecom Services LLC	412088501-001618	Internet/Cable Service 04/21-05/20/2023	280.00
457	6015	Communication Services	8622 RCN Telecom Services LLC	412088501-001618	Internet/Cable Service 04/21-05/20/2023	320.00
Total 550 - Water Systems					600.00	
Total 500 - Water/Sewer Fund					600.00	
Grand Total					8,460.19	

City of Des Plaines

Warrant Register 05/15/2023

Summary

	<u>Amount</u>	<u>Transfer Date</u>
Automated Accounts Payable	\$ 2,537,830.37 **	5/15/2023
Manual Checks	\$ 8,460.19 **	4/27/2023
Payroll	\$ 1,317,737.58	5/5/2023
RHS Payout	\$ -	
Electronic Transfer Activity:		
JPMorgan Chase Credit Card	\$ -	
Chicago Water Bill ACH	\$ -	
Postage Meter Direct Debits	\$ 3,000.00	4/24/2023
Utility Billing Refunds	\$ 310.50	4/24/2023
Debt Interest Payment	\$ -	
IMRF Payments	\$ -	
Employee Medical Trust	\$ 674,390.00	5/1/2023
Total Cash Disbursements:	<u>\$ 4,541,728.64</u>	

* Multiple transfers processed on and/or before date shown

** See attached report

Adopted by the City Council of Des Plaines

This Fifteenth Day of May 2023

Ayes _____ Nays _____ Absent _____

Jessica M. Mastalski, City Clerk

Andrew Goczkowski, Mayor



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: May 15, 2023

To: Michael G. Bartholomew, City Manager

From: John T. Carlisle, AICP, Director of Community and Economic Development *JTC*
Samantha Redman, Associate Planner *SR*

Subject: Conditional Use for Commercially Zoned Assembly Use and Private School at 820-848 Lee Street

Issue: The petitioner is requesting a conditional use permit (i) to operate a Commercially Zoned Assembly Use in the C-5 Zoning District, in accordance with a project narrative that has been revised since initial entitlement (2019); and (ii) to operate a private elementary and high school in the C-5 Zoning District.

PIN: 09-17-425-029-0000, 09-17-425-030-0000, 09-17-452-031-0000, 09-17-425-032-0000, 09-17-425-033-0000

Petitioner: Little Bulgarian School in Chicago, 832 Lee St., Des Plaines, IL, 60016

Owner: Little Bulgarian School in Chicago, 832 Lee St., Des Plaines, IL, 60016

Case Number: #23-013-CU

Ward Number: #2, Alderman Colt Moylan

Existing Zoning: C-5, General Commercial

Surrounding Zoning: North: C-5, Central Business
South: C-5, Central Business
East: R-4, Central Core Residential and C-5, Central Business
West: C-5, Central Business

Surrounding Land Uses: North: Office Building
South: Office Building
East: Townhomes and Religious Use
West: Condominiums

Street Classification: Lee Street is an arterial street.

Comprehensive Plan : The Comprehensive Plan illustrates this site as Institutional.

Property/Zoning History: This site is zoned C-5 and includes five parcels. 832 Lee Street includes the Little Bulgarian School building and the associated parking lot, which was completed in 2021. 842 and 848 Lee Street are two single-family houses that the Little Bulgarian School owns and operates as rentals. In 2019, Ordinance Z-12-19 (see attached) granted the subject property conditional use permits to operate as a commercially zoned assembly use and a private school for high school students and a major variation to the parking requirement. The parking variation allowed for the total required parking to be reduced from 73 to 63 spaces.

After Z-12-19 was approved and signed by the petitioner, the petitioner submitted a business registration application to the City. In accordance with the approved conditions of approval and the signed unconditional agreement of consent, the petitioner is limited to assembly uses related to:

- a.) Community services
- b.) Recreational and social activities
- c.) Private school and adult education lessons
- d.) Office uses directly related to the Little Bulgarian School Organization

The petitioner submitted a business registration application in July 2019 to operate their uses from this location. The City required the petitioner to sign an affidavit restricting uses to those related to the school. However, the Petitioner did not approve of the restrictions in the affidavit and thus refused to sign the document. During this business registration process, the property was inspected several times by the building, zoning, and fire departments to determine if the site is compliant with applicable zoning, fire and building codes. The property passed all inspections on April 19, 2023. Because the affidavit was not signed, however, no business registration has been issued for the uses on this property.

The petitioner has been issued several violations for operating in this location without a business registration. The first violation was issued for operating in conflict with their conditional use in December 2021, when it was discovered that large events were held on the site without a business license allowing for the assembly use. A second violation was issued in March 2022 for operating without a business license and hosting events with liquor without proper City approvals. Three administrative hearings were held regarding this case. The City Attorney and staff met with the petitioner in February 2023 to discuss how to proceed.

Project Description: The petitioner has submitted this application to amend the conditional use to allow for assembly uses related and unrelated to the school to be held on their property. The petitioner and property owner, Little Bulgarian School (LBS), is requesting a conditional use for the following:

- 1.) Allow commercially zoned assembly uses at 832 Lee St., open to the public and not restricted to the school activities. These events may include athletic events, performances, fundraisers, cultural events, or other events. The petitioner requests that the school be able to rent or lend facilities to third parties that:
 - a. Support and promote the school;

- b. Celebrate, promote, support, and educate about Bulgarian culture, arts, and history;
- c. Support and promote civic education, volunteerism, and community engagement;
- d. Support the activities of community residents and other community, educational, and cultural groups, and organizations.

2.) Allow for a private school for students of all ages (elementary, high school, adult classes) to operate seven days a week.

Proposed Uses and Hours of Operation

The petitioner does not have any plans to alter the interior or exterior of any of the properties at 820-848 Lee Street. All proposed uses will be located inside the building.

The below table provides an outline of approximate days and times of programming in the building. As stated in the Petitioner’s Narrative and Response to Standards, the specific programming will vary depending on demand, available resources, seasonality, or other factors. Some activities may occur simultaneously on the site, either when the programming is complimentary (i.e., a preschool recital during the weekday) or when there will not be a conflict with other uses of the facilities. The petitioner will take efforts to program in a way that does not overburden the facility. A condition of approval states the fire occupancy load cannot be exceeded at any time in the building, requiring the petitioner to ensure any activities are scheduled in a way that does not violate any fire codes.

Use	Types of Activities	Hours of Operation	Spaces Utilized	Maximum # of Occupants
Assembly uses ¹	Athletic events, fundraisers, performances, cultural events, other events relevant to mission of school	Monday through Thursday, 5 p.m. to 10 p.m. Friday & Saturday, 11 a.m. to 3 p.m. or 5 p.m. to 11 p.m., Sunday, 11 a.m. to 3 p.m. or 5 p.m. to 10 p.m.	Gym, library	254 in the gym (fire occupancy limit for gym, balcony, and stage combined) + 10 in library (for special events)
Private School ¹	Weekend classes	Saturday and Sunday, 9 a.m. to 3 p.m.	Classrooms, craft space, library, gym	200 students + 15 teachers / staff members
	Weekday Preschool	M-F, 7 a.m. to 4 p.m.	Classrooms, craft space,	60 students over three sessions (12-

			library, gym	20 students per session) + 2 staff members
	Weekday After School	M-F, 5:30 p.m. to 8 p.m.	Classrooms, craft space, library, gym	60 students over three sessions (12-20 students per session), two instructors + 90 adults and two instructors
	Weekday school ²	M-F, 7 a.m. to 4 p.m.	Classrooms, craft space, library, gym	200 students + 15 teachers / staff members
Office	Organization related office and meeting activities	As needed, during operating hours of the school	Offices	Varies
Other Recreational Use	Gym use by local basketball group	Upon request, subject to availability	Gym	234 in the gym (fire occupancy limit for gym and balcony combined)
Single family residences ³	Residential rental	N/A	Houses	N/A

¹ Requires conditional use

² Estimate from approximate weekend school enrollment. LBS is exploring this option and has not obtained the necessary state licensing yet to operate this type of school.

³ Rental properties unassociated with school and assembly use activities.

Drop-Off and Pick-up Operations

Most students participating in classes or programs will likely be dropped off and picked up by parents. The 2019 KLOA Traffic Study provided guidance on how to reduce conflicts on the site and improve traffic flow, stating that pick-ups and drop-offs should not occur in the front of the building along Lee St. Rather, students should be dropped off in the rear of the building, using the alley for access. Any staff members or older students parking at the site should be instructed to enter from the Lee Street entrance to the northmost parking lot.

Off-Street Parking

Pursuant to Section 12-9-7, commercially zoned assembly uses for community centers are required to provide one space for every 200 square feet of gross activity area. The proposed private school would require one space for each classroom, plus one space per 200 square feet of area devoted to offices, plus one space for every six students based on maximum enrollment. The definition of “floor area” in Section 12-13-3 allows certain spaces such as restrooms, mechanical rooms, hallways, and a percentage of storage areas. The table below reflects the floor area of the building. Note the single-family residences are excluded from this calculation, as they each have their own parking areas that satisfy requirements and will not be using the LBS parking lot.

Use	Floor Area	Required parking²
Assembly uses community centers, banquet halls and membership organizations	3678.5 square feet ¹	19 spaces
Private School	13 classrooms Max enrollment: 200 students Offices: 309 square feet	13 spaces + 2 spaces + 34 spaces
	Total	67 spaces
¹ Excludes floor area for mechanical room and a percentage of storage areas		
² Spaces rounded up to next whole number		

During the previous entitlement process in 2019, it was determined 73 spaces were required to meet the anticipated parking demand. Since 2019, the petitioner has achieved a better understanding of how building spaces will be used, and thus submitted a more detailed floor plan to city staff for review. The updated floor plan (including square footage of storage and mechanical areas) allows a greater portion of the building to be excluded from the parking calculation, and thus reducing the amount of necessary parking from 73 to 67 spaces. The parking variation from the original Z-12-19 that reduced the required parking from 73 to 63 spaces is still valid and applicable. *However, because the new conditional use request envisions more frequent and potentially larger events, and therefore potential peaks in parking demand, the City Council may find parking and traffic to be relevant in its consideration.*

In addition to the 63 spaces available for the property, a parking agreement allows the petitioner to use 28 parking spaces at 854 Lee Street (Immanuel Lutheran Church's west parking lot) during the hours of 6:39PM to 11:30PM Monday through Friday and Saturday from 1:30PM to 11:59PM and Sunday from 1:30PM to 11:30PM (Refer to attachment). The parking agreement is active until August 31, 2025, with terms allowing for renewal after this date. The additional spaces would be able to accommodate any excess parking demand for either the assembly use or school during the noted hours.

PZB Recommendation and Conditions: The PZB held a public hearing on April 25, 2023 to consider the request. Their rationale for recommendations is captured in the excerpt to the approved minutes of the April 25, 2023 meeting. The PZB voted 6-0 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-10-23. Should the City Council vote to approve the requests, the PZB recommends the following conditions, which are incorporated in the approving ordinance:

Conditions of Approval:

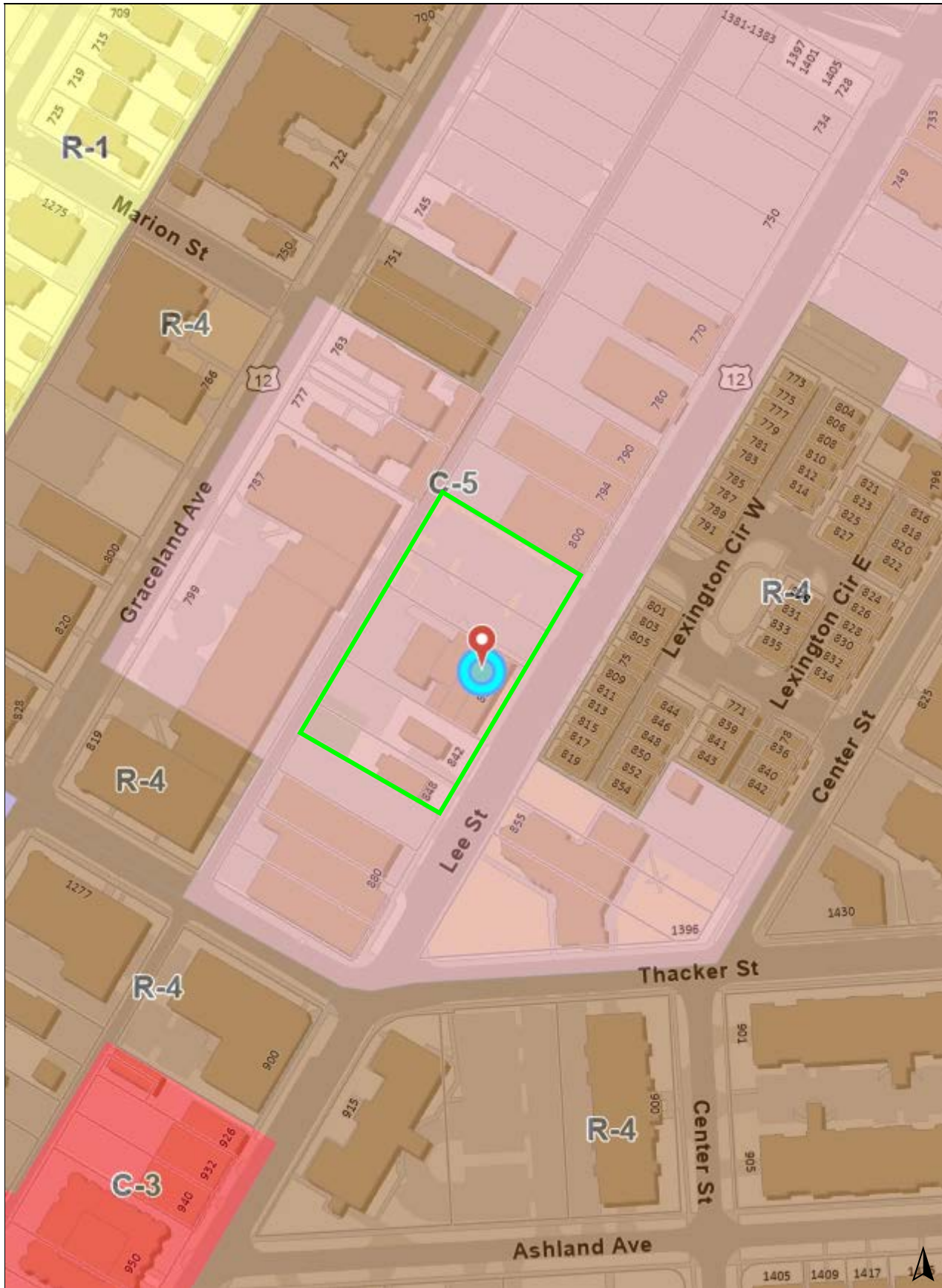
1. The operation of the commercially zoned assembly and private school uses shall be located only within the School Building at 832 Lee Street. The Single-Family Homes shall not be used for commercially zoned assembly or private school uses.
2. Any expansion of any use shall require the Petitioner to obtain an amendment to the Conditional Use Permits.
3. The Subject Property may only be used as a commercially zoned assembly use for uses that (i) either relate to the private school or are open to the public; and (ii) meet any of the following goals of the private school:
 - a. Support and promote the School
 - b. Celebrate, promote, support, and educate about Bulgarian culture, arts, and history;
 - c. Support and promote civic education, volunteerism, and community engagement;
 - d. Support the activities of community residents and other community, educational, and cultural groups, and organizations.
4. The maximum number of people in any space shall not exceed the maximum occupancy load prescribed by the Fire Department. Every room or space that is an assembly occupancy shall have the occupant load of that room or space posted in a conspicuous place, near the main exit.
5. No alcohol shall be served during any event unless approved by the City of Des Plaines, as required by the Fire Department. On-premises food preparation is not allowed in the School Building unless the Owner constructs a commercial-grade kitchen in the School Building that that complies with all applicable ordinances and laws. Food prepared off premises may be served on the Subject Property.
6. The Petitioner shall maintain the Parking Lease Agreement as long as the Subject Property is used for commercially zoned assembly use and a private school. Any amendment to the Parking Lease Agreement shall be approved by the Director of Community and Economic Development.

Attachments:

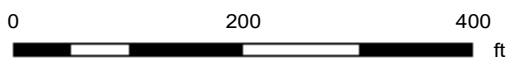
- Attachment 1: Location Map
- Attachment 2: Site and Context Photos
- Attachment 3: 2019 Traffic Study Prepared by KLOA
- Attachment 4: Parking Agreement for 854 Lee Street
- Attachment 5: Original 2019 Ordinance – Z-12-19
- Attachment 6: PZB Chairman Szabo Memo to Mayor and City Council
- Attachment 7: Excerpt of Approved Minutes from the April 25, 2023 PZB Meeting

Ordinance Z-10-23

- Exhibit A: Project Narrative and Responses to Standards
- Exhibit B: Land Title Survey
- Exhibit C: Geometry Plan
- Exhibit D: Floor Plan
- Exhibit E: Unconditional Agreement of Consent



- Legend**
- Subject Site
 - Zoning**
 - C-3: General Comm
 - C-5: Central Busines
 - M-2: General Manufacturing
 - R-1: Single Family Residential
 - R-4: Central Core Residential



Print Date: 3/31/2023

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.



820-848 Lee St – Public Notice Sign



View of 832 Lee St - Little Bulgarian Center Building and parking lot



View of rear of building where pick-up/drop-off will occur. Photo taken from alley facing southeast.



854 Lee Parking Lot - Vehicles and storage related to construction activities at 880 Lee St, anticipated to end by May 2023

Traffic Impact Study Proposed Little Bulgarian School

Des Plaines, Illinois



Prepared For:
Little Bulgarian School



April 18, 2019

1. Introduction

This report summarizes the methodologies, results, and findings of a traffic impact study conducted by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) for the proposed Little Bulgarian School to be located in Des Plaines, Illinois. The site, which currently contains the vacant Immanuel Lutheran School, is located on the west side of Mannheim Road/Lee Street approximately 350 feet north of Thacker Street. As proposed, the existing building will be occupied by a Little Bulgarian School which will serve the following primary purposes:

- Weekday after school and evening programs for up to 60 students
- Weekday evening dance, language, and citizenship classes for up to 60 adults
- Saturday morning language and culture classes for up to 160 students
- Sunday morning language and culture classes for up to 80 students

As part of the development, the existing vacant space adjacent to the parcel will be developed with a 47-space parking lot that will supplement the existing parking north of the building, which will be modified to provide 16 parking spaces. Access to the development will be provided via a proposed access on Lee Street and via the north-south alley bordering the site.

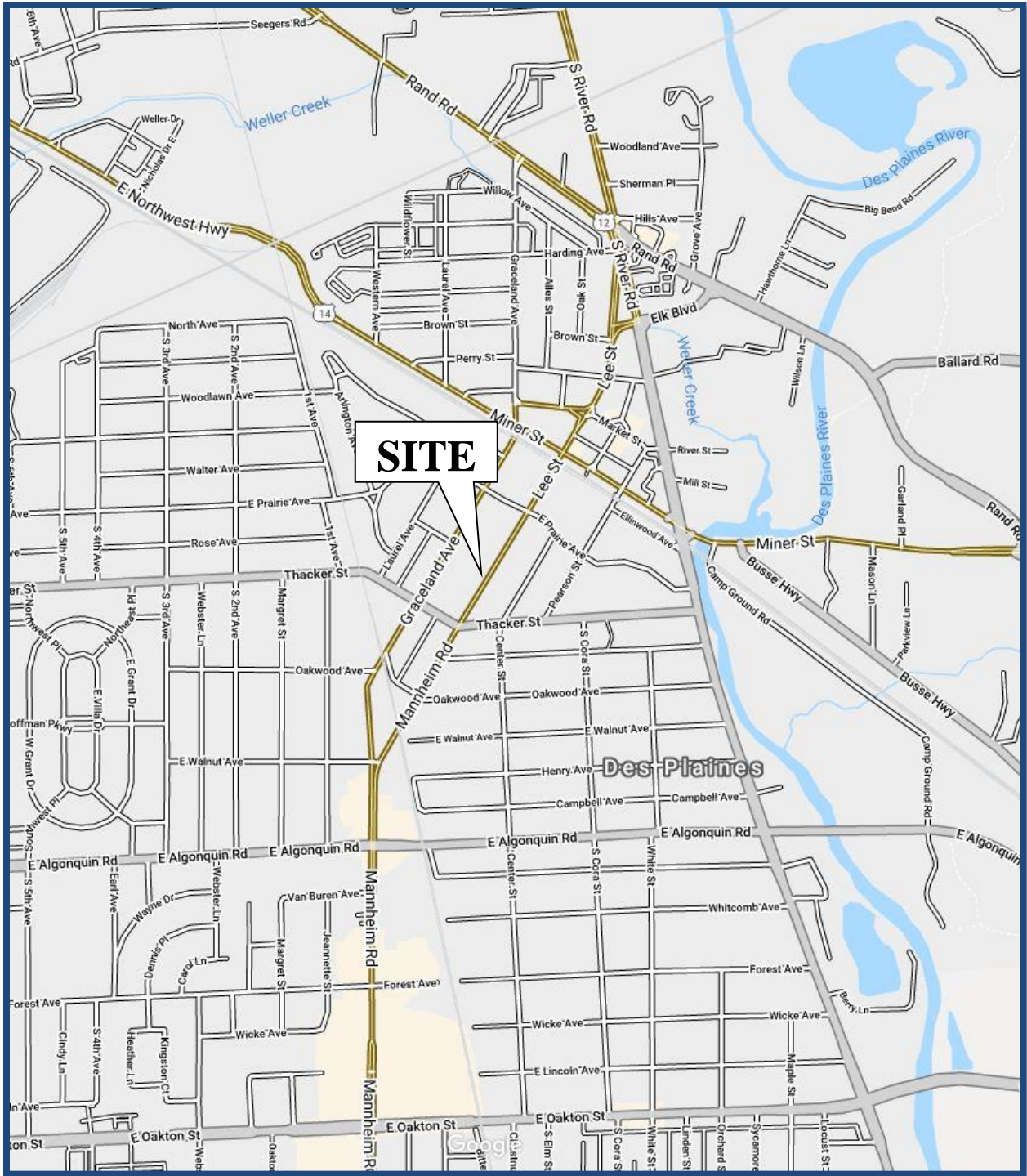
The purpose of this study was to examine background traffic conditions, assess the impact that the proposed school will have on traffic conditions in the area, determine if any roadway or access improvements are necessary to accommodate traffic generated by the proposed school, and evaluate the adequacy of the proposed parking supply. **Figure 1** shows the location of the site in relation to the area roadway system. **Figure 2** shows an aerial view of the site.

The sections of this report present the following:

- Existing roadway conditions
- A description of the proposed school
- Directional distribution of the school traffic
- Vehicle trip generation for the school
- Future traffic conditions including access to the school
- Traffic analyses for the weekday morning, weekday evening, and Saturday midday peak hours
- Recommendations with respect to adequacy of the site access and adjacent roadway system

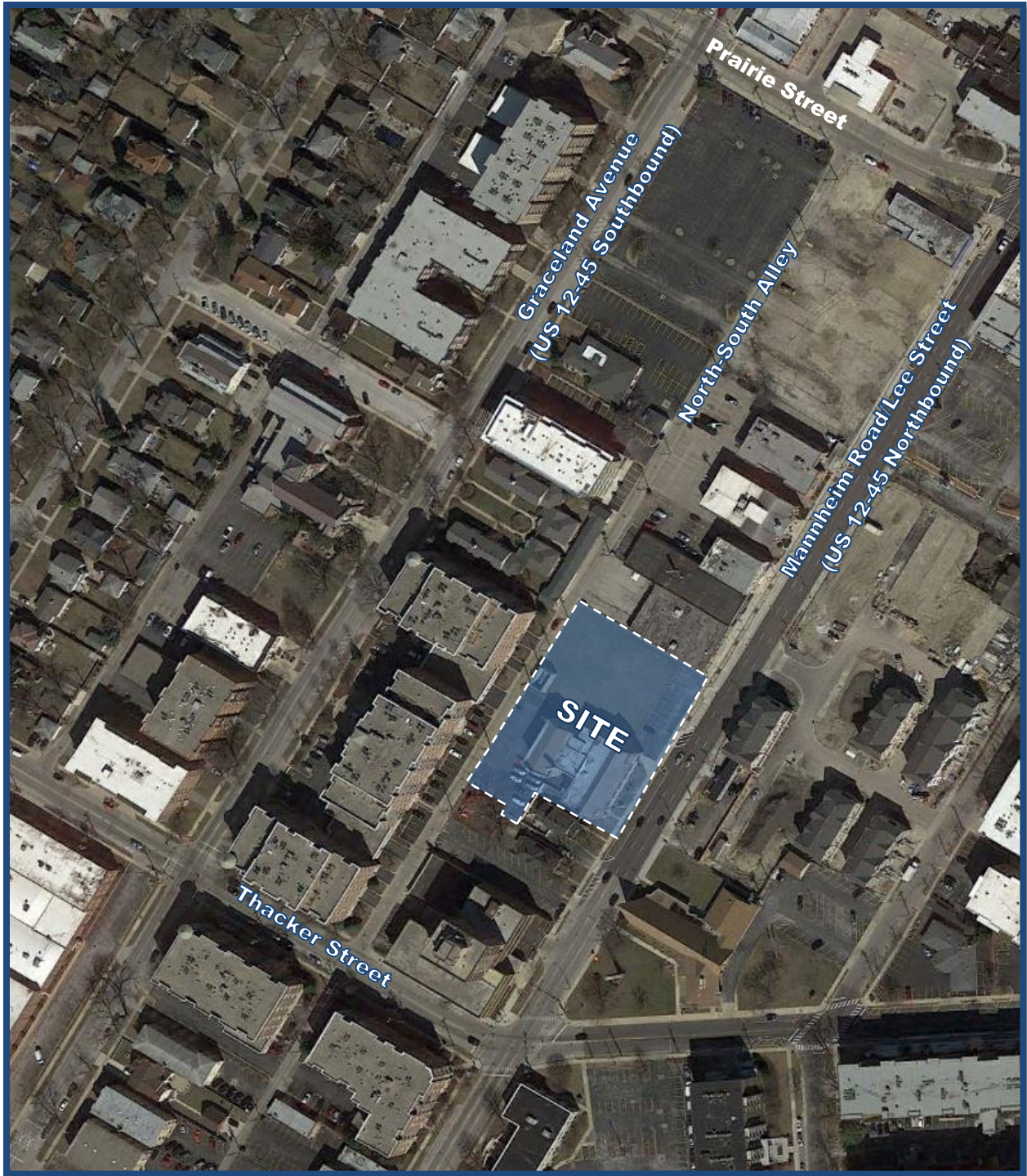
Traffic capacity analyses were conducted for the weekday morning, weekday evening, and Saturday midday peak hours for the following conditions:

1. Existing Conditions - Analyzes the capacity of the existing roadway system using existing peak hour traffic volumes in the surrounding area.
2. Projected Conditions – Analyzes the capacity of the future roadway system using the projected traffic volumes that include the existing traffic volumes, ambient area growth not attributable to any particular development, and the traffic estimated to be generated by the proposed school.



Site Location

Figure 1



Aerial View of Site

Figure 2

2. Existing Conditions

Existing transportation conditions in the vicinity of the site were documented based on field visits conducted by KLOA, Inc. in order to obtain a database for projecting future conditions. The following provides a description of the geographical location of the site, physical characteristics of the area roadway system including lane usage and traffic control devices, and existing peak hour traffic volumes.

Site Location

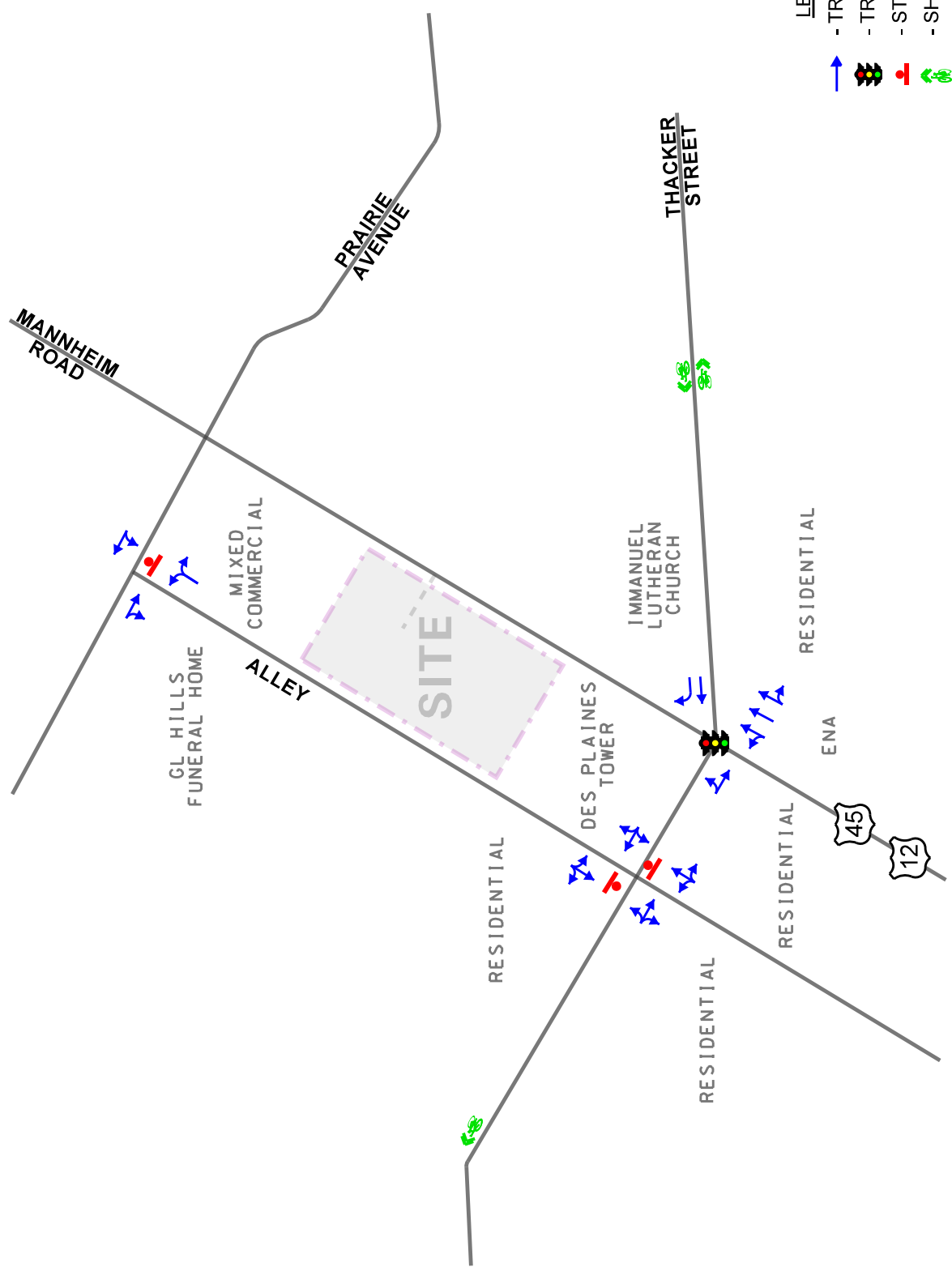
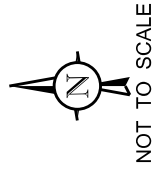
The site, which currently contains the vacant Immanuel Lutheran School building, is located on the west side of Mannheim Road/Lee Street approximately 350 feet north of Thacker Street. The site is bounded by a vacant retail building to the north, Mannheim Road/Lee Street to the east, an Immanuel Lutheran Church parking lot to the south, and a north-south alley to the west. Land uses within the vicinity of the site are primarily residential and commercial with multi-story apartment buildings and townhomes located east, west, and south of the site and commercial uses located north of the site.

Existing Roadway System Characteristics

The characteristics of the existing roadways near the school are described below and illustrated in **Figure 3**.

Mannheim Road/Lee Street (U.S. 12-45 Northbound) is a northbound-only, other principal arterial roadway that provides three lanes. At its signalized intersection with Thacker Street, Mannheim Road/Lee Street provides a combined through/left-turn lane, a through lane, and a combined through/right-turn lane. On-street parking is generally provided on the west side of the road. Mannheim Road/Lee Street is under the jurisdiction of the Illinois Department of Transportation (IDOT), has a posted speed limit of 30 mph, is not designated as a Strategic Regional Arterial (SRA), and carries an Annual Average Daily Traffic (AADT) volume of 6,900 (IDOT 2015) vehicles.

Thacker Street is an east-west, local roadway that provides one lane in each direction. At its signalized intersection with Mannheim Road/Lee Street, Thacker Street provides a combined through/left-turn lane on the eastbound approach and a through lane and a right-turn lane on the westbound approach. At its unsignalized intersection with the north-south alley, Thacker Street provides one lane in each direction. On-street parking is generally provided on both sides of the road. Thacker Street is under the jurisdiction of the City of Des Plaines, has a posted speed limit of 25 mph, and carries an Annual Average Daily Traffic (AADT) volume of 2,150 (IDOT 2015) vehicles.



- LEGEND**
- TRAVEL LANE
 - TRAFFIC SIGNAL
 - STOP SIGN
 - SHARROW

Existing Roadway Characteristics

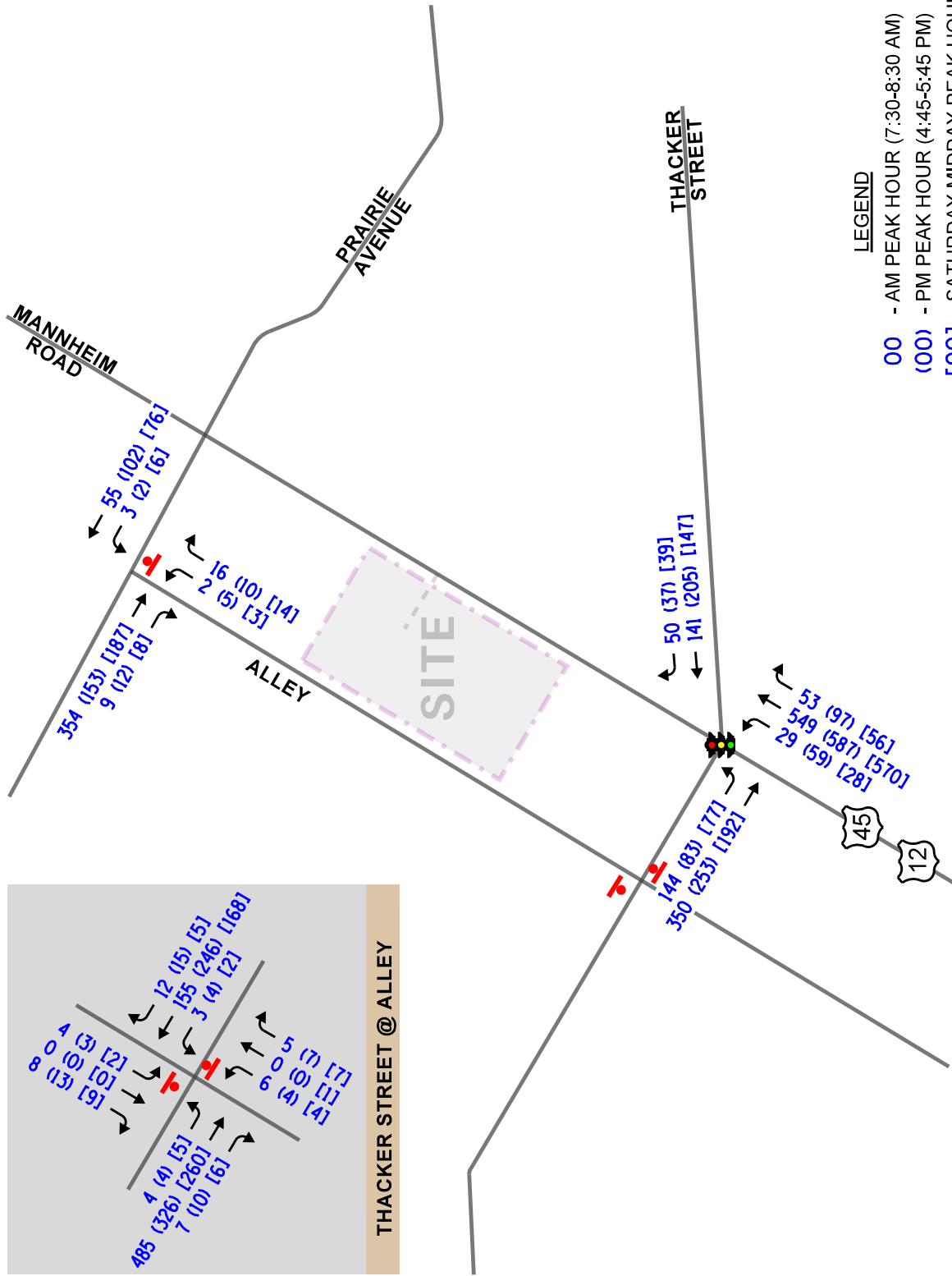
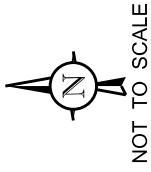
Little Bulgarian School
Des Plaines, Illinois

Prairie Avenue is an east-west, local roadway that provides one lane in each direction. At its unsignalized intersection with the north-south alley, *Prairie Avenue* provides one lane on both approaches. On-street parking is generally provided on both sides of the road. *Prairie Avenue* is under the jurisdiction of the City of Des Plaines.

Existing Traffic Volumes

In order to determine current traffic conditions in the vicinity of the site, KLOA, Inc. conducted peak period traffic counts using Miovision Scout Collection Units on Tuesday, November 13, 2018 during the weekday morning (7:00 A.M. to 9:00 A.M.) and weekday evening (4:00 P.M. to 6:00 P.M.) peak periods and on Saturday, November 10, 2018 during the Saturday midday (10:00 A.M. to 2:00 P.M.) peak period. The traffic counts were conducted at the intersections of Mannheim Road/Lee Street with Thacker Street, Thacker Street with the north-south alley, and *Prairie Street* with the north-south alley. The results of the traffic counts showed that the weekday morning peak hour of traffic occurs from 7:30 A.M. to 8:30 A.M., the evening peak hour of traffic occurs from 4:45 P.M. to 5:45 P.M., and the Saturday midday peak hour of traffic occurs from 12:45 P.M. to 1:45 P.M.

Figure 4 illustrates the existing peak hour traffic volumes for all three peak periods that the counts were performed. Copies of the traffic count summary sheets are included in the Appendix.



Existing Traffic Volumes

Little Bulgarian School
Des Plaines, Illinois

3. Traffic Characteristics of the Proposed School

In order to properly evaluate future traffic conditions in the surrounding area, it was necessary to determine the traffic characteristics of the proposed school, including the directional distribution and volumes of traffic that it will generate.

Proposed School Plan

As proposed, the existing Immanuel Lutheran School building will be occupied by a Little Bulgarian School. The building will serve the following primary purposes:

- After school and evening children's programs that include math and science tutoring, folklore dance classes, and other child-centered class activities. Children participating will either arrive when they are released from area schools or later in the evening. Based on information provided by the operator, the school will accommodate a combined total of 40 to 60 children participating in these programs.
- Dance, language, and citizenship classes for adults that will occur during the weekday evening. A majority of participants will arrive after work during the weekday evening peak hour and leave the site outside of typical peak hours. Based on information provided by the operator, the classes will have a typical enrollment of 40 to 60 adults.
- Bulgarian language, literature, geography, and culture classes for children that will occur on Saturday and Sunday mornings. Students will be divided into two staggered classes running from 9:00 A.M. to 1:00 P.M. and from 11:00 A.M. to 3:00 P.M. Based on information provided by the operator, the two classes combined will have maximum enrollment of 160 students on Saturday and 80 students on Sunday

In addition to the primary uses, the building will also be used for other minor or infrequent uses such as administrative offices or holiday performances, a majority of which will fall outside of typical peak hours. As part of the development, the existing parking lot will be modified to provide 16 spaces. Further, the vacant parcel north of the building will be improved with a 47-space parking lot for a combined total of 63 parking spaces. In addition, the school has signed a shared parking agreement with the Immanuel Lutheran Church to utilize their parking lot south of the site in case of overflow. A copy of the preliminary site plan is included in the Appendix.

Site Access

As proposed, access to the site will be provided via a proposed access drive on Lee Street located approximately 525 feet north of Thacker Avenue. This access drive will replace two existing access drives at this location. The access drive will provide one inbound lane and one outbound lane restricted to left-turn only movements and should be under stop sign control. Additional access to the site will be provided off the existing north-south alley along the site's west frontage and will be connected to the site via a southerly inbound-only access drive and via a northerly two-way access drive. The north-south alley provides one lane in each direction with connection to Thacker Street to the south and Prairie Avenue to the north.

Drop-Off/Pick-Up Operations

Students participating in the weekday afterschool programs, evening programs, Saturday classes, or Sunday classes will generally be dropped off by their parents at the beginning of the program and then picked up again once the program is completed. In order to reduce conflicts within the site and improve traffic flow parents should be instructed to follow the following pick-up/drop-off procedures:

- Parents who intend to park their vehicle and walk their child into the building should park in the proposed parking lot north of the building. These parents should utilize the Lee Street access drive to enter and exit the site.
- Parents who intend to pick-up/drop-off their children without exiting their vehicle should enter the site from the southerly north-south alley access and drop off/pick up their child from the north-south drive aisle along the site's west face. Parents should then exit the site at the northerly north-south alley access drive. Further, to reduce conflict on the alley, parents should be instructed to enter the alley from the south and exit to the north.

Separating the two pick-up/drop-off activity types will serve to improve traffic flow within the site and will limit the number of vehicles driving within the portion of the parking lot where parents will be walking between the building and their vehicle with their children.

A majority of adults attending the evening classes are expected to arrive and park on site for the duration of the class. Due to the low number of adults expected to participate in the classes, all parked vehicles can be accommodated within the proposed parking lot. In order to prevent conflict with the pick-up/drop-off activities of the after-school care programs, participants will be instructed to enter the site from the Lee Street entrance.

Directional Distribution

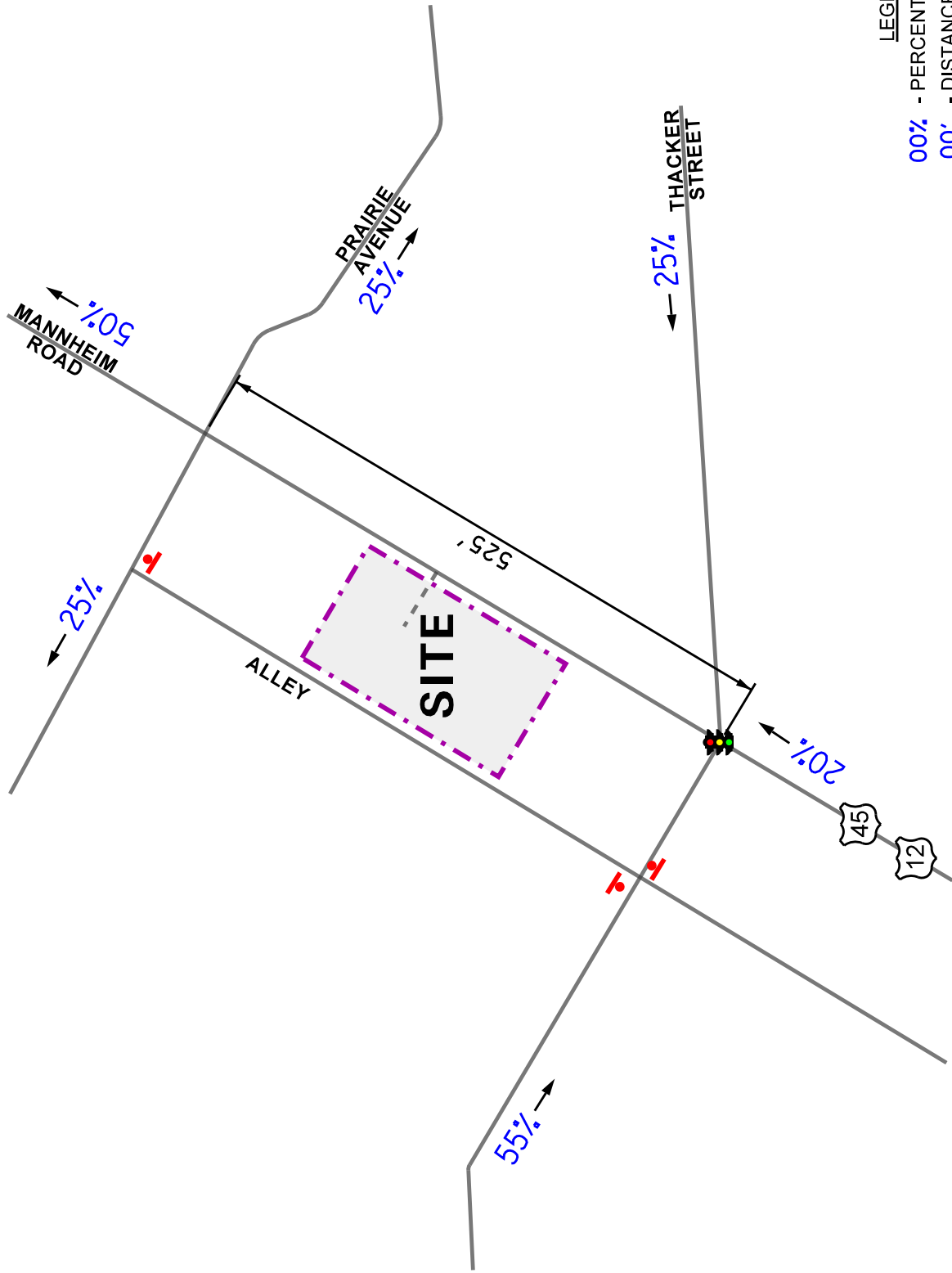
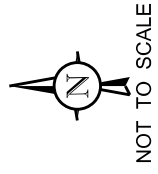
The directions from which employees, students, and parents will approach and depart the site were estimated based on existing travel patterns, as determined from the traffic counts. **Figure 5** illustrates the directional distribution of the school-generated traffic.

Peak Hour Traffic Volumes

The volume of traffic generated by a development is based on the type of land uses and the size of the development. The number of peak hour vehicle trips estimated to be generated by the proposed school were based on the following:

- The number of trips to be generated by the after-school and evening student programs and adult evening classes were based on information provided by the operator.
- The number of trips to be generated by the Saturday classes was based on traffic counts conducted by KLOA at an existing Little Bulgarian School located in Mount Prospect, Illinois. The counts were conducted on Saturday, December 8, 2018 between 8:30 A.M and 2:30 P.M. The existing Mount Prospect school serves one session of 95 students. In order to provide a conservative analysis, the same peak hour volumes were used as the Mount Prospect school despite the fact that the proposed school will split its students into 4 sessions with no more than 80 students.

For the purpose of this study, it was assumed that two-thirds of parents participating in pick-up/drop-off activity will not park their vehicle and will utilize the north-south alley. **Table 1** shows the traffic to be generated by weekday activities and **Table 2** shows traffic to be generated by Saturday activities.



LEGEND
00% - PERCENT DISTRIBUTION
00' - DISTANCE IN FEET

Estimated Directional Distribution

Little Bulgarian School
Des Plaines, Illinois

Table 1
 PEAK HOUR SITE-GENERATED TRAFFIC VOLUMES – OPERATOR INFORMATION

Type/Size	Weekday Morning Peak Hour			Weekday Evening Peak Hour		
	In	Out	Total	In	Out	Total
After School/Evening Student Programs (60 Children)	0	0	0	30	30	60
Adult Evening Classes (60 Participants)	0	0	0	30	0	30
Administrative Uses (5 Staff)	5	0	5	0	5	5
Total	5	0	5	60	35	95

Table 2
 PEAK HOUR SITE-GENERATED TRAFFIC VOLUMES - KLOA SURVEYS

Type/Size	Saturday Midday Peak Hour		
	In	Out	Total
Saturday Morning Classes (80 Children/Session)	55	48	103

4. Projected Traffic Conditions

The total projected traffic volumes include the existing traffic volumes, increase in background traffic due to growth, and the traffic estimated to be generated by the proposed subject school.

School Traffic Assignment

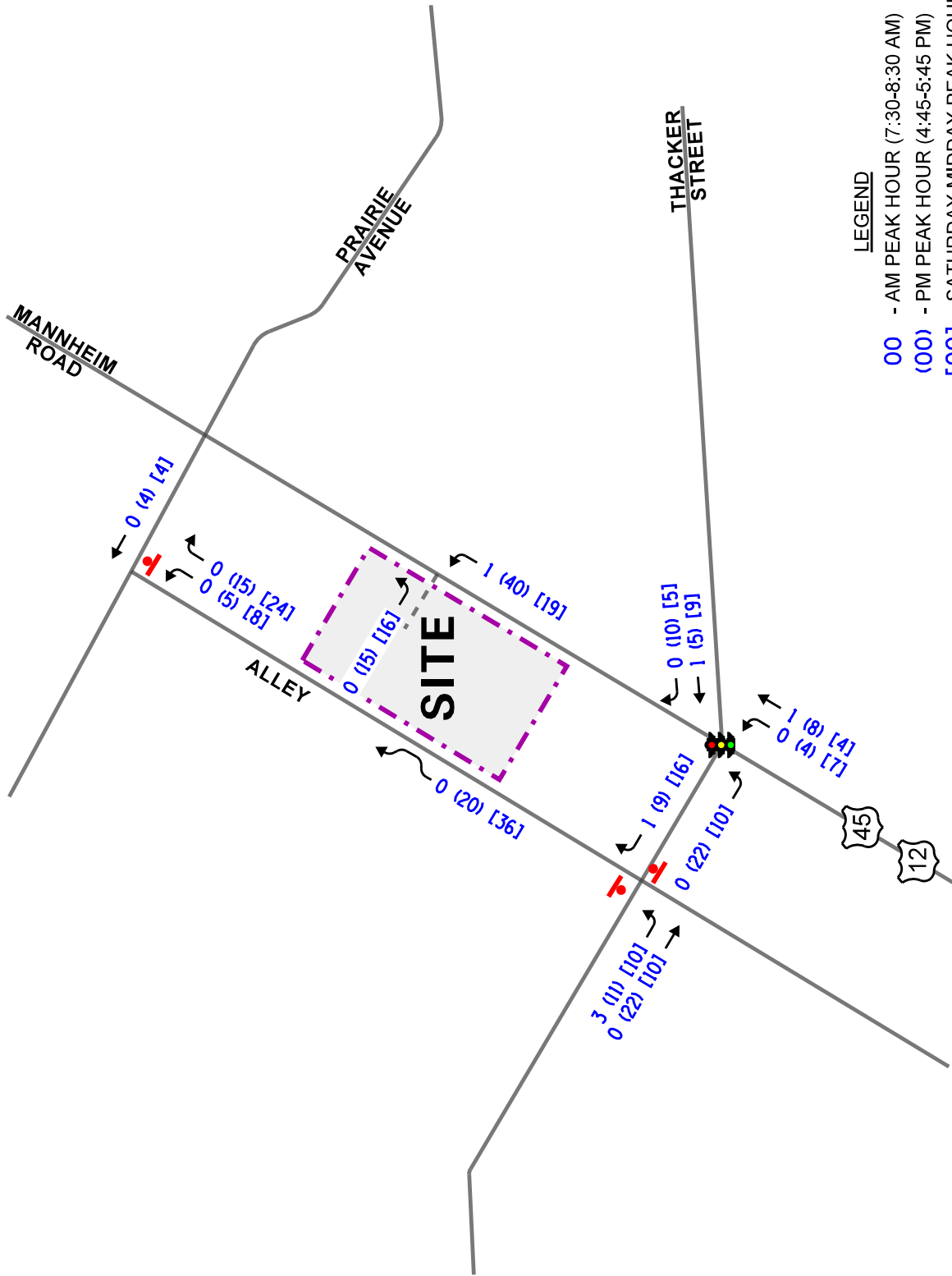
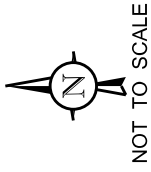
The estimated weekday morning, weekday evening, and Saturday midday peak hour traffic volumes that will be generated by the proposed school were assigned to the roadway system in accordance with the previously described directional distribution (Figure 5). The traffic assignment for the school is illustrated in **Figure 6**.

Background Traffic Conditions

The existing traffic volumes (Figure 4) were increased by a regional growth factor to account for the increase in existing traffic related to regional growth in the area (i.e., not attributable to any particular planned development). Based on AADT projections provided by the Chicago Metropolitan Agency for Planning (CMAP), the existing traffic volumes are projected to increase by a compound annual growth rate of 0.56 percent per year. As such, traffic volumes were increased by 3.4 percent (one-year buildout plus five years) to represent Year 2024 conditions. A copy of the CMAP projections letter is included in the Appendix.

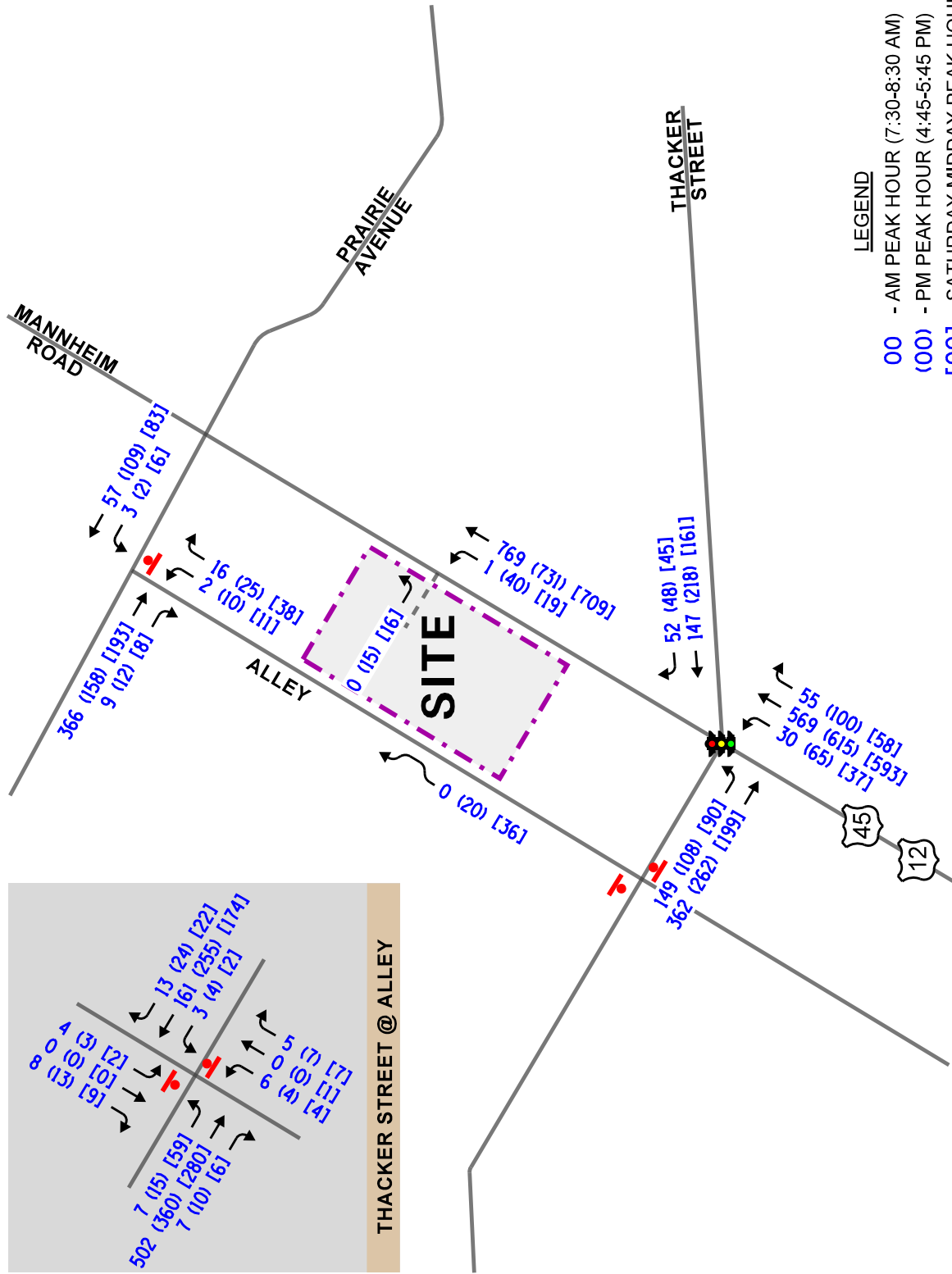
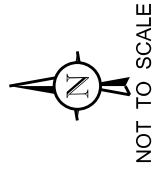
Total Projected Traffic Volumes

The school-generated traffic was added to the existing traffic volumes accounting for background growth to determine the Year 2024 total projected traffic volumes, as shown in **Figure 7**. It should be noted that although the Saturday peak pick-up hour occurred mostly outside of the peak hour of adjacent roadway traffic, they were assumed to occur at the same times in order to provide a conservative analysis.



Estimated Site-Generated Traffic Volumes

Little Bulgarian School
Des Plaines, Illinois



LEGEND

- 00 - AM PEAK HOUR (7:30-8:30 AM)
- (00) - PM PEAK HOUR (4:45-5:45 PM)
- [00] - SATURDAY MIDDAY PEAK HOUR (12:45-1:45 PM)

Little Bulgarian School
Des Plaines, Illinois

Total Projected Traffic Volumes

5. Traffic Analysis and Recommendations

The following provides an evaluation conducted for the weekday morning, weekday evening, and Saturday midday peak hours. The analysis includes conducting capacity analyses to determine how well the roadway system and access drives are projected to operate and whether any roadway improvements or modifications are required.

Traffic Analyses

Roadway and adjacent or nearby intersection analyses were performed for the weekday morning, weekday evening, and Saturday midday peak hours for the existing (Year 2018) as well as future projected (Year 2024) traffic volumes.

The traffic analyses were performed using the methodologies outlined in the Transportation Research Board's *Highway Capacity Manual (HCM)*, 6th Edition and analyzed using Synchro/SimTraffic 10 software.

The analyses for the unsignalized intersections determine the average control delay to vehicles at an intersection. Control delay is the elapsed time from a vehicle joining the queue at a stop sign (includes the time required to decelerate to a stop) until its departure from the stop sign and resumption of free flow speed. The methodology analyzes each intersection approach controlled by a stop sign and considers traffic volumes on all approaches and lane characteristics.

The ability of an intersection to accommodate traffic flow is expressed in terms of level of service, which is assigned a letter from A to F based on the average control delay experienced by vehicles passing through the intersection. The *Highway Capacity Manual* definitions for levels of service and the corresponding control delay for signalized intersections and unsignalized intersections are included in the Appendix of this report.

Summaries of the traffic analysis results showing the level of service and overall intersection delay (measured in seconds) for the existing and Year 2024 total projected conditions are presented in **Tables 3** through **5**. A discussion of the intersections follows. Summary sheets for the capacity analyses are included in the Appendix.

Table 3
 CAPACITY ANALYSIS RESULTS
 MANNHEIM ROAD/LEE STREET WITH THACKER STREET – SIGNALIZED

	Peak Hour	Eastbound Left/Through	Westbound		Northbound			Overall
			Through	Right	L	T	R	
Year 2018 Existing Conditions	Weekday Morning Peak Hour	C 31.9	B 17.3	B 14.9	C 25.2			C 26.5
			B – 16.7					
	Weekday Evening Peak Hour	E 63.4	C 33.3	C 26.5	B 13.1			C 29.4
C – 32.3								
Saturday Midday Peak Hour	E 55.7	E 55.7	C 34.9	C 29.9	A 7.9			C 23.8
			C – 33.8					
Year 2024 Projected Conditions	Weekday Morning Peak Hour	C 29.4	B 15.1	B 13.4	C 27.0			C 26.2
			B – 15.1					
	Weekday Evening Peak Hour	D 49.1	D 49.1	C 27.3	C 21.7	B 17.5		
C – 26.3								
Saturday Midday Peak Hour	E 56.3	E 56.3	C 32.2	C 28.3	A 8.9			C 24.6
			C – 32.2					

Delay is measured in seconds.

Table 4

CAPACITY ANALYSIS RESULTS – EXISTING CONDITIONS - UNSIGNALIZED

Intersection	Weekday Morning Peak Hour		Weekday Evening Peak Hour		Saturday Midday Peak Hour	
	LOS	Delay	LOS	Delay	LOS	Delay
Thacker Street with North-South Alley						
• Eastbound Left Turns	A	7.6	A	7.8	A	7.6
• Westbound Left Turns	A	8.6	A	8.0	A	7.8
• Northbound Approach	C	15.3	B	11.9	B	11.2
• Southbound Approach	B	11.9	B	10.8	B	10.0
Prairie Avenue with North-South Alley						
• Westbound Left Turns	A	8.1	A	7.7	A	7.7
• Eastbound Approach	B	11.0	A	9.9	A	9.7
LOS = Level of Service Delay is measured in seconds.						

Table 5

CAPACITY ANALYSIS RESULTS – PROJECTED CONDITIONS - UNSIGNALIZED

Intersection	Weekday Morning Peak Hour		Weekday Evening Peak Hour		Saturday Midday Peak Hour	
	LOS	Delay	LOS	Delay	LOS	Delay
Thacker Street with North-South Alley						
• Eastbound Left Turns	A	7.6	A	7.9	A	7.8
• Westbound Left Turns	A	8.7	A	8.0	A	7.9
• Northbound Approach	C	15.9	B	12.4	B	12.5
• Southbound Approach	B	12.2	B	11.1	B	10.6
Prairie Avenue with North-South Alley						
• Westbound Left Turns	A	8.1	A	7.7	A	7.7
• Northbound Approach	B	11.0	B	10.0	B	10.7
Mannheim Road/Lee Street with the Proposed Access						
• Eastbound Approach	--	--	B	10.9	B	10.6
LOS = Level of Service Delay is measured in seconds.						

Discussion and Recommendations

The following summarizes how the intersections are projected to operate and identifies any roadway and traffic control improvements necessary to accommodate the school-generated traffic.

Mannheim Road/Lee Street with Thacker Street

The results of the capacity analyses indicate that the intersection currently operates at Level of Service (LOS) C during the weekday morning, weekday evening, and Saturday midday peak hours. Under future conditions, the intersection is projected to continue to operate at the same LOS with an increase in delay of one second or less. It should be noted that the eastbound approach currently operates and is projected to continue to operate at LOS E during the weekday evening peak hour. However, the proposed school is not projected to add any traffic to this approach and it will continue to operate at the same LOS with an increase in delay of less than one second during the evening peak hour. As such, this intersection has sufficient reserve capacity to accommodate the school-generated traffic and no roadway improvements or signal modifications are required at this intersection.

Thacker Street with the North-South Alley

The results of the capacity analyses indicate that the northbound approach currently operates at LOS C or better during the weekday morning, weekday evening, and Saturday midday peak hours and the southbound approach operates at LOS B during all three peak hours. Under projected conditions, both approaches are projected to continue to operate at the same LOS with increases in delay of less than one second. Further, the eastbound and westbound left-turning movements operate and are projected to continue to operate at LOS A during the weekday morning, weekday evening, and Saturday midday peak hours. As such, the proposed school traffic will have a limited impact on the operations of this intersection and no roadway or traffic control improvements will be required.

Prairie Avenue with the North-South Alley

The results of the capacity analyses indicate that the northbound approach operates at LOS B or better during the weekday morning, weekday evening, and Saturday midday peak hours and is projected to continue to operate at LOS B with an increase in delay of less than one second. Further, the westbound left-turning movement is projected to operate at LOS A during all three peak hours. As such, the proposed school will have a limited impact on the operations of this intersection and no roadway or traffic control improvements will be required.

Lee Street with the Proposed Right-In/Right-Out Access Drive

The results of the capacity analysis indicate that outbound movements from the proposed access drive onto Lee Street are projected to operate at LOS B or better during the weekday morning, weekday evening, and Saturday midday peak hours with 95th percentile queues of one to two vehicles. As such, this access drive will be adequate in accommodating the traffic projected to be generated by the proposed development and will ensure efficient and flexible access is provided.

6. Conclusion

Based on the preceding analyses and recommendations, the following conclusions have been made:

- The proposed school, given its size and type, will generate a limited amount of traffic during the weekday peak hours.
- The staggered schedule of the Saturday morning classes will serve to distribute traffic over a longer time period and reduce traffic generated during any one peak hour.
- The modified existing parking lot and the proposed parking lot, in conjunction with the adjacent Immanuel Lutheran Church, will sufficiently accommodate the school's parking demands.
- The use of the alley for drop-off and pick-up activity with cars entering off Thacker Street and exiting onto Prairie Avenue will ensure efficient operation, reducing traffic conflicts and backups.

PARKING LOT LICENSE AGREEMENT

THIS PARKING LOT LICENSE AGREEMENT (this "License Agreement") is made as of the 31 day of May, 2019 (the "Effective Date"), by and between Immanuel Lutheran Church of Des Plaines Illinois, an Illinois not for profit corporation, ("Licensor"), and Little Bulgarian School in Chicago, an Illinois not for profit corporation ("Licensee").

RECITALS

A. Licensor is the owner of certain real property including a 28-space paved parking lot and improvements situated thereon (the "Parking Lot") and known as 854 Lec Street, Des Plaines, Illinois (together the "Property").

B. Licensee desires to use and Licensor desires to grant exclusive use of the 28-space Parking Lot together with reasonable pedestrian and vehicular access to and from the Property to Licensee as more fully set forth below.

NOW, THEREFORE, in consideration of \$1.00 and mutual covenants set forth herein, and other good and valuable consideration, Licensor and Licensee mutually agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference as if more fully set forth herein below.

2. Parking License. Licensor hereby licenses to Licensee, and Licensee hereby licenses from Licensor the Parking Lot, on an exclusive basis Monday through Friday from 6:39PM to 11:30PM, Saturday from 1:30PM to 11:59PM and on Sunday from 1:30PM to 11:30PM during the Term and upon the terms and conditions set forth herein and which shall be sufficient in size to park up to 28 cars and is depicted on **Exhibit A** attached hereto. The parties understand and agree that (i) Licensee parking shall be strictly limited to the Parking Lot, and (ii) Licensee shall use the Parking Lot in accordance with zoning and all present and future laws and ordinances, (iii) Licensor reserves the right to use up to two (2) parking spaces in the Parking Lot at any time during the month of May, 2019, and (iv) Licensor may use the entire Parking Lot for special events up to two (2) days per year with reasonable prior written notice to Licensee. Licensee and its employees, agents, invitees and contractors (the "Licensee Parties") shall comply with the reasonable regulations promulgated by Licensor from time to time related to parking of which Licensee has received written notice or which are prominently posted in the Parking Lot provided they are consistent with the terms and conditions of this License Agreement.

3. Term. This License Agreement is granted for a term (the "Term") beginning on the day Licensee acquires title to the property at 820-848 Lee Street, Des Plaines, IL from Licensor (which shall be the Effective Date shown above) (the "Commencement Date") and shall terminate on August 31, 2021 (the "Termination Date"). Notwithstanding the foregoing, Licensee may terminate this License Agreement early upon 60 days advance written notice to Licensor. Upon termination, Licensee shall immediately remove all vehicles from the Parking Lot and surrender the Parking Lot to Licensor free and clear of any litter and debris. Any vehicles not so removed within five (5) days following the Termination Date may be towed by Licensor at Licensee's sole cost and expense.

4. License Fee. Licensee shall pay Licensor a license fee of One Hundred and 00/100s Dollars \$100.00 per month, which fee shall be payable in advance, on the first day of each calendar month. With respect to any partial months at the beginning or end of the License term, this license fee shall be pro-rated based upon the total number of days in the applicable month. Licensee's initial payment shall be due the first of the month following any partial month used and shall include both partial and upcoming month's amount due.

5. Acceptance of Parking Lot. Licensee has inspected the Parking Lot and accepts the same as existing and in "AS IS" condition. Licensee shall make no alterations or modifications, structural or non-structural, to the Parking Lot. Licensor reserves the right to make alterations and modifications to any and all portions of the Parking Lot, provided that such modifications shall not alter the number of cars that may be parked by Licensee in the Parking Lot during the term of this License Agreement, and that in the event that such alterations or modifications interrupt Licensee's quiet enjoyment of the Parking Lot or any part thereof, Licensor shall provide reasonable alternative spaces of the same size, type and quality as close as possible to the Parking Lot at no additional cost to Licensee for the entire period of time that such use is interrupted.

6. Signage. Licensee shall have no right to install any signage in the Parking Lot or elsewhere on the Property.

7. Rules and Regulations. The use of the Parking Lot by Licensee is subject to reasonable rules and regulations prescribed by Licensor of which Licensee has received written notice or which are prominently posted in the Parking Lot, including, but not limited to, rules and regulations with respect to the direction and routing of vehicles provided such rules and regulations are consistent with this License Agreement.

8. Licensee's Obligations. Licensee, at its sole cost and expense, covenants and agrees (i) to keep the Parking Lot reasonably free from trash, litter, garbage, refuse, debris and obstructions, (ii) to repair any damage to the Parking Lot or the Property caused by Licensee or its invitees, employees, agents and/or contractors, and (iii) not to place, keep, permit or maintain within the Parking Lot any fence, barricade or other obstruction which unreasonably interferes with the intended uses thereof or prevents the free flow of pedestrian or vehicular traffic thereto or therein. If Licensee fails to perform any of the foregoing covenants, or any other covenants or agreements of Licensee under this License Agreement, Licensor shall provide written notice of the same to Licensee, and if Licensee fails to correct the same within fourteen (14) days, Licensor may perform the same and Licensee agrees to reimburse Licensor within ten (10) days of demand therefor for the full reasonable costs thereof. The foregoing shall survive the termination of this License Agreement for 1 year.

Licensor's Obligations. Licensor shall, at its sole cost and expense, (i) provide Licensee with the right of quiet enjoyment of the Parking Lot without interruption or disturbance from Licensor, any third party, or other party lawfully claiming by and through Licensor, (ii) except as specified herein, ensure that the Parking Lot and means of access and egress are free from trash, litter, garbage, refuse, debris or obstructions not placed there directly by Licensee or its authorized users, (iii) remove snow and ice from the Parking Lot and the means of egress and access thereto; and (iv) keep the Parking Lot in compliance with laws and ordinances and in good, paved condition, free of potholes or other hazards.

9. Insurance. Licensee shall, at Licensee's expense, obtain and maintain throughout the term of this License Agreement Commercial General Liability insurance in minimum amounts not less than

\$1,000,000.00 for one occurrence, \$2,000,000.00 annual aggregate, and Licensee shall forward to Licensor an endorsement to the foregoing liability policy naming Licensor as an additional insured.

10. Indemnification. Notwithstanding the insurance to be maintained by Licensee pursuant to Section 9, and to the extent permitted by law, Licensee shall indemnify and save Licensor, its parents, subsidiaries, affiliates, employees and agents, harmless from and against any claim, action, damage, liability and expense in connection with loss of life, personal injury and/or damage to personal property arising from or out of the use by Licensee of the Parking Lot or the Property, or occurring on or about any portion of the Parking Lot or the Property during the term of this License Agreement, which loss of life, personal injury and/or damage to personal property is occasioned by the negligent act of the Licensee, its agents, contractors, employees and invitees, except to the extent caused by the negligence or misconduct of Licensor, its agents or employees. Licensor hereby agrees to defend, indemnify and save Licensee harmless from any and all liabilities, damages, causes of action, suits, claims, judgments, costs and expenses of any kind (including reasonable attorney's fees) (i) relating to or arising from or in connection with Licensor's possession, use, occupation, management, repair, maintenance or control of the Parking Lot or any portion thereof, (ii) relating to or arising from or in connection with any negligent act or omission of Licensor or Licensor's agents, contractors, employees, invitees, licensees or others for whom Licensor is legally responsible, and/or (iii) relating to or arising from or in connection with the Licensor's material breach of any condition, covenant or obligation of this License imposed on Licensor; provided, however, that Licensor's indemnification shall not apply to the extent any of the foregoing in this paragraph arise from the negligence or willful misconduct of Licensee or its employees, agents, servants, licensees or contractors. The obligations of the parties under this section shall survive the termination of the License.

11. Limitation of Liability. Any goods, property or personal effects stored or placed by Licensee, its employees or agents, in or about the in the Parking Lot or the Property shall be at the sole risk of Licensee, and Licensor shall not in any manner be held responsible therefor. The parties agree that the foregoing limitation of liability shall not vitiate the indemnification by Licensor set forth in paragraph 10 above.

12. Breach. Upon (i) a breach of any monetary obligation which remains uncured for fourteen (14) days following written notice thereof from Licensor to Licensee, or (ii) a breach of any non-monetary obligation which remains uncured for thirty (30) days following written notice thereof from Licensor to Licensee, then Licensor shall have the right to bring an action in equity for specific performance of this License Agreement, or bring an action against Licensee for monetary damages at law. In the event Licensee defaults in the performance of any of the terms, covenants, agreements or conditions contained in this License Agreement, and Licensor places the enforcement of all or any part of this License, the collection of any monies due or to become due, in the hands of an attorney, Licensee agrees to pay Licensor's reasonable attorneys' fees and expenses where suit is actually filed. In addition, if any legal action, arbitration or other proceeding is commenced to enforce and/or interpret any and every provision of this License Agreement and/or to pursue any remedy for default of this License Agreement, the "Prevailing Party" shall be entitled to an award of its fees and expenses incurred in connection therewith, including without limitation, reasonable attorneys' fees. The term "Prevailing Party" shall include a party who receives substantially the relief desired whether by settlement, dismissal, summary judgment or otherwise.

13. Notices. Each notice given pursuant to this License Agreement shall be given in writing and shall be (i) delivered in person, (ii) sent by nationally recognized overnight courier service, or (iii) sent by certified mail, return receipt requested, first class postage prepaid, to Licensor or Licensee, as the case may be, at their respective notice addresses as set forth below, or at any such other address that may be given by one party to the other by notice pursuant to this section. Such notices, if given as prescribed in this section,

shall be deemed to have been given (a) at the time of delivery if delivery is made in person, (b) on the next business day if deposited with a nationally recognized overnight courier service in time for next day delivery, (c) on the third business day following the date of mailing if mailed, or (d) at the time of delivery if delivery is refused or cannot be effected at the addressee's address (as evidenced in writing). During any interruption or threatened interruption of substantial delay in postal services, all notices shall be delivered personally or by nationally recognized overnight courier service. Electronic communication (i.e. "e-mail") shall not serve as "written notice" for the purposes described herein.

If to Licensor: Immanuel Lutheran Church of Des Plaines
855 Lee Street
Des Plaines, IL 60016

If to Licensee: Little Bulgarian School in Chicago
832 Lee Street
Des Plaines, IL 60016

14. Authority. If Licensee is a corporation or partnership, the person executing this License Agreement on behalf of Licensee represents and warrants that Licensee is duly organized and validly existing; that this License Agreement has been authorized by all necessary parties, is validly executed by an authorized officer or agent of Licensee and is binding upon and enforceable against Licensee in accordance with its terms.

15. No Conveyance. The license created hereunder is for the limited purpose described hereinabove. No title to or estate in any real or personal property is hereby conveyed, and the parties expressly agree that the rights established hereby do not create a relationship of landlord and tenant, partnership, joint venture or any other relationship with respect to the Parking Lot other than that of licensor and licensee.

16. Governing Law. This License Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to the conflict of laws principles thereof.

17. Time of Essence. Time is of the essence with respect to all obligations under this License Agreement.


18. Final Agreement. This writing is intended by the parties hereto as a final expression of their agreement and is a complete and exclusive statement of its terms. This License Agreement can only be modified by a writing signed by each of the parties hereto.

19. Brokers. Licensor and Licensee each represent and warrant one to another that neither of them has employed any broker, agent or finder in carrying on the negotiations relating to this License Agreement. Licensor shall indemnify and hold Licensee harmless, and Licensee shall indemnify and hold Licensor harmless, from and against any claim or claims for broker or other commissions arising from or out of any breach of the foregoing representation and warranty by the respective indemnitors.

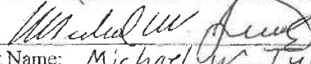
[Signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement as of the day and year first above written.


WITNESS/ATTEST:



Licensor:

Immanuel Lutheran Church
By: 
Print Name: Michael W. Juritz
Title: Chairman

WITNESS/ATTEST:



Licensee:

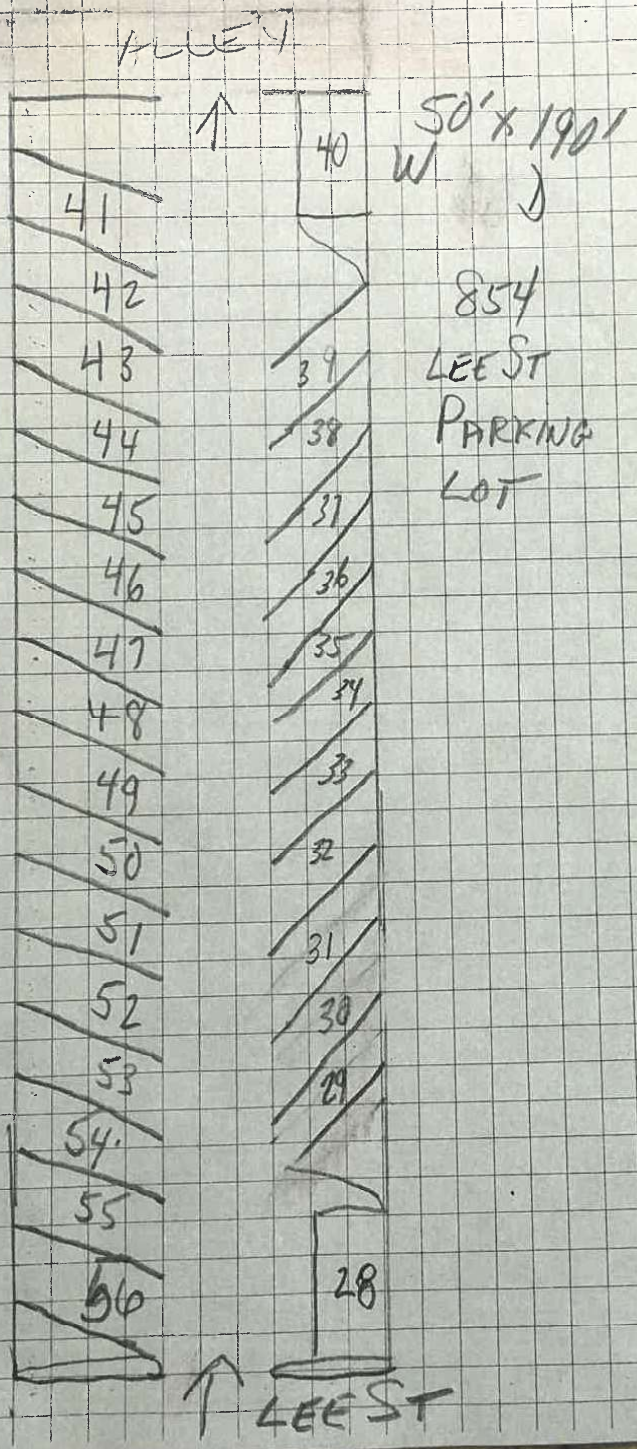
By: G. P. A. R. O. V.
Print Name: GEORGE P. A. R. O. V.
Title: PRESIDENT

Exhibit A

Parking Lot 1

IMMANUEL LUTHERAN CHURCH PARKING LOT - 28 PARKING SPACES LOCATED AT 854 LEE STREET, DES PLAINES, IL 60016

[SEE ATTACHED SITE PLAN OF PARKING LOT]



**FIRST AMENDMENT AND RESTATEMENT OF
PARKING LOT LICENSE AGREEMENT**

THIS FIRST AMENDMENT AND RESTATEMENT OF PARKING LOT LICENSE AGREEMENT (this "Amendment") is entered into to be effective as of March 2, 2023 (the "Effective Date"), by and between **Immanuel Lutheran Church of Des Plaines Illinois**, an Illinois not for profit corporation ("Licensor"), and **Little Bulgarian School in Chicago**, an Illinois not for profit corporation ("Licensee").

RECITALS:

- A. Licensor and Licensee entered into that certain Parking Lot License Agreement dated May 31, 2019 (the "Agreement") with respect to the real property known as 854 Lee Street, Des Plaines, Illinois, as more particularly described in the Agreement (the "Property").
- B. The Property is improved with a paved parking lot containing 28 automobile parking spaces and related improvements (collectively, the "Parking Lot").
- C. Pursuant to Section 2 of the Agreement, Licensor granted Licensee a license to exclusive use of the Parking Lot during certain times and dates throughout the Term of the Agreement (as defined in the Agreement), subject to certain terms and conditions.
- D. Pursuant to Section 3 of the Agreement, the Term of the Agreement terminates on August 31, 2021 ("Termination Date").
- E. After the Termination Date, Licensor has continued to license the Parking Lot to Licensee, and Licensee has continued to license the Parking Lot from Licensor and has paid the license fee set forth in the Agreement to Licensor.
- F. The Licensor and Licensee have agreed to amend and restate the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the Recitals, which are hereby incorporated into this Amendment as if fully set forth herein, and the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Licensor and Licensee agree as follows:

1. **Termination Date.** Section 3 of the Agreement is hereby amended by changing the Termination Date to August 31, 2025.
2. **Renewal Terms.** Section 3 of the Agreement is further amended by inserting the following text after the last sentence of Section 3: "The Term of the License Agreement shall automatically renew for a period of one (1) year commencing on the Termination Date, and for successive one (1) year periods commencing on each anniversary of the Termination Date thereafter (each, a "Renewal Term"), unless and until the Licensor provides written notice to

Licensee no fewer than 120 days before the Termination Date or the last day of the then-current Renewal Term of the Licensor's intent to terminate the License Agreement.

3. **Restatement and Continuing Effect.** Except as specifically amended by this Amendment, the provisions of the Agreement remain in full force and effect and are hereby restated, ratified, affirmed and approved, and shall be binding upon Licensor and Licensee and their respective successors and assigns. In the event of inconsistency conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control.

4. **Defined Terms.** All capitalized terms used, but not specifically defined herein, shall have the meanings ascribed in the Agreement.

5. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which when taken together shall constitute but one in the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date.

Licensors

IMMANUEL LUTHERAN CHURCH OF DES PLAINES ILLINOIS, an Illinois not-for-profit corporation

By: Immanuel Lutheran Church
Name: Robert A. Nesbitt
Title: Congregation Chairman

Licensee

LITTLE BULGARIAN SCHOOL IN CHICAGO, an Illinois not for profit corporation

By: G. Petrov
Name: George Petrov
Title: President of The Board

Subject Property Legal Descriptions

**Little Bulgarian School
820-852 Lee Street, Des Plaines, IL
Conditional Use Permit Amendment**

PARCEL 1: THE NORTH 1/2 OF LOT 8 AND THE SOUTH 25 FEET OF LOT 7, ALL IN BLOCK 4 IN PARSON AND LEE'S ADDITION TO DES PLAINES, A SUBDIVISION IN SECTION 17, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 09-17-425-029-0000

STREET ADDRESS: 820 Lee Street, Des Plaines, Illinois 60016.

PARCEL 2: THE SOUTH 'A OF LOT 8 IN BLOCK 4 IN PARSON AND LEE'S ADDITION TO DES PLAINES, A SUBDIVISION IN SECTION 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 09-17-425-030-0000

STREET ADDRESS: 822 Lee Street, Des Plaines, Illinois 60016.

PARCEL 3: LOT 9 IN BLOCK 4 IN PARSON AND LEE'S ADDITION TO DES PLAINES, A SUBDIVISION IN SECTION 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 09-17-42-031-0000

STREET ADDRESS: 832 Lee Street, Des Plaines, Illinois 60016.

PARCEL 4: LOT 10 IN BLOCK 4 EXCEPT THE SOUTHWESTERLY 40 FEET THEREOF, IN PARSON AND LEE'S ADDITION TO DES PLAINES, A SUBDIVISION IN SECTION 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 09-17-425-032-0000

STREET ADDRESS: 842 Lee Street, Des Plaines, Illinois 60016.

PARCEL 5: THE SOUTHWESTERLY 40 FEET OF LOT 10 IN BLOCK 4 IN PARSON AND LEE'S ADDITION TO DES PLAINES, A SUBDIVISION IN SECTION 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 09-17-425-033-0000

STREET ADDRESS: 852 Lee Street, Des Plaines, Illinois 60016.

Return to:
CITY OF DES PLAINES
1420 MINER ST
DES PLAINES, IL 60016



Doc# 1923345120 Fee \$88.00

EDWARD M. MOODY
COOK COUNTY RECORDER OF DEEDS
DATE: 08/21/2019 02:41 PM PG: 1 OF 2

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

OFFICE OF RECORDER OF DEEDS
COOK COUNTY, ILLINOIS

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CITY OF DES PLAINES

ORDINANCE Z - 12 - 19

AN ORDINANCE GRANTING CONDITIONAL USE PERMITS AND A MAJOR VARIATION AT 820-848 LEE STREET, DES PLAINES, ILLINOIS (CASE #19-015-CU-V).

**PINs: 09-17-425-029-0000, 09-17-425-030-0000, 09-17-42-031-0000,
09-17-425-032-0000 & 09-17-425-033-0000**

CITY OF DES PLAINES

ORDINANCE Z - 12 - 19

AN ORDINANCE GRANTING CONDITIONAL USE PERMITS AND A MAJOR VARIATION AT 820-848 LEE STREET, DES PLAINES, ILLINOIS (CASE #19-015-CU-V).

WHEREAS, George Petrov, on behalf of the Little Bulgarian School, ("**Petitioner**") is the contract purchaser of that certain property commonly known as 820-848 Lee Street, Des Plaines, Illinois ("**Subject Property**"); and

WHEREAS, the Subject Property is located within the C-5, Central Business District ("**C-5 District**") and is currently improved with a two-story masonry building ("**School Building**"), two single-family homes ("**Single-Family Homes**"), and an off-street parking area; and

WHEREAS, Immanuel Lutheran Church ("**Owner**") is the owner of the Subject Property; and

WHEREAS, Petitioners desires to operate (i) a commercially zoned assembly use and a private school for high school students within the School Building on the Subject Property; and (ii) lease; and

WHEREAS, pursuant to Section 12-7-3.H and 12-7-3.K of the Zoning Ordinance of 1998, as amended ("**Zoning Ordinance**") commercially zoned assembly uses and private schools are permitted in C-5 Districts only with conditional use permits; and

WHEREAS, Section 12-9-7 of the Zoning Ordinance requires: (i) commercially zoned assembly uses to provide one parking space for every 200 square feet of gross activity area; and (ii) private high schools to provide one parking space per classroom, plus one parking space per 200 square feet of area devoted to offices, plus one parking space for every six students based on maximum enrollment for a private school; and

WHEREAS, Petitioner and Owner have entered into a parking lease agreement ("**Parking Lease Agreement**"), pursuant to which Petitioner may use up to 28 parking spaces in the parking lot immediately south of 848 Lee Street, which is also owned by Owner; and

WHEREAS, Petitioner submitted an application to the City of Des Plaines Department of Community and Economic Development ("**Department**") for: (i) a conditional use permit to allow the operation of a commercially zoned assembly use on the Subject Property, in accordance with Sections 12-7-3.K and 12-3-4 of the Zoning Ordinance; (ii) a conditional use permit to allow the operation of a private school on the Subject Property, in accordance with Sections 12-7-3.K and 12-3-4 of the Zoning Ordinance (collectively, (i) and (ii) are the "**Conditional Use Permits**") and (iii) a major variation from Section 12-9-7 of the Zoning Ordinance to reduce the number of parking spaces to 63, where 73 parking spaces are required ("**Major Variation**") (collectively (i) through (iii) are the "**Requested Relief**"); and

WHEREAS, the Petitioner's application were referred by the Department to the Planning and Zoning Board of the City of Des Plaines ("**PZB**") within 15 days after the receipt thereof; and

WHEREAS, within 90 days from the date of the Petitioner's applications a public hearing was held by the PZB on April 23, 2019 pursuant to notice published in the *Journal* on April 3, 2019; and

WHEREAS, notice of the public hearing was mailed to all property owners within 300 feet of the Subject Property; and

WHEREAS, during the public hearing, the PZB heard competent testimony and received evidence with respect to how the Petitioner intended to satisfy and comply with the applicable provisions of the Zoning Ordinance. The PZB filed a written report with the City Council on April 24, 2019, summarizing the testimony and evidence received by the PZB and stating the PZB's recommendation, by a vote of 7-0, to approve the Petitioner's applications subject to certain terms and conditions; and

WHEREAS, the Petitioner made certain representations to the PZB with respect to the Requested Relief, which representations are hereby found by the City Council to be material and upon which the City Council relies in granting this request for the Conditional Use Permits and Major Variation; and

WHEREAS, the City Council has considered the written report of the PZB, the applicable standards for conditional use permits and major variations set forth in the Zoning Ordinance, and the Community and Economic Development Staff Memorandum dated April 30, 2019, including the attachments and exhibits thereto, and has determined that it is in the best interest of the City and the public to grant the Petitioner's application in accordance with the provisions of this Ordinance;

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

SECTION 1. RECITALS. The recitals set forth above are incorporated herein by reference and made a part hereof, the same constituting the factual basis for this Ordinance.

SECTION 2. LEGAL DESCRIPTION OF SUBJECT PROPERTY. The Subject Property is legally described as follows:

PARCEL 1: THE NORTH ½ OF LOT 8 AND THE SOUTH 25 FEET OF LOT 7, ALL IN BLOCK 4 IN PARSON AND LEE'S ADDITION TO DES PLAINES, A SUBDIVISION IN SECTION 17, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE SOUTH ½ OF LOT 8 IN BLOCK 4 IN PARSON AND LEE'S ADDITION TO DES PLAINES, A SUBDIVISION IN SECTION 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3: LOT 9 IN BLOCK 4 IN PARSON AND LEE'S ADDITION TO DES PLAINES, A SUBDIVISION IN SECTION 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4: LOT 10 IN BLOCK 4 EXCEPT THE SOUTHWESTERLY 40 FEET THEREOF, IN PARSON AND LEE'S ADDITION TO DES PLAINES, A SUBDIVISION IN SECTION 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5: THE SOUTHWESTERLY 40 FEET OF LOT 10 IN BLOCK 4 IN PARSON AND LEE'S ADDITION TO DES PLAINES, A SUBDIVISION IN SECTION 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINs: 09-17-425-029-0000, 09-17-425-030-0000, 09-17-42-031-0000,
09-17-425-032-0000 & 09-17-425-033-0000

Commonly known as 820-848 Lee Street, Des Plaines, Illinois.

SECTION 3. CONDITIONAL USE PERMITS. Subject to and contingent upon the conditions, restrictions, limitations and provisions set forth in Section 5 of this Ordinance, the City Council grants the Petitioner the Conditional Use Permits to allow the following on the Subject Property: (i) the operation of a commercially zoning assembly; and (ii) the operation of a private school. The Conditional Use Permits granted by this Ordinance are 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. MAJOR VARIATION. The City Council finds that the Major Variation satisfies the standards set forth in Section 12-3-6.H of the Zoning Ordinance and, pursuant to the City's home rule powers, that the Major Variation is otherwise necessary and appropriate. Subject

to and contingent upon the conditions, restrictions, limitations and provisions set forth in Section 5 of this Ordinance, the City Council hereby grants the Major Variation from Section 12-9-7 of the Zoning Ordinance to reduce the required number of parking spaces on the Subject Property from 73 to 63.

SECTION 5. CONDITIONS. The Conditional Use Permits granted in Section 3 and the Major Variation granted in Section 4 of this Ordinance shall be, and are hereby, expressly subject to and contingent upon the following conditions, restrictions, limitations, and provisions:

A. Compliance with Law and Regulations. The development, use, operation, and maintenance of the Subject Property by the Petitioner must comply with all applicable City codes and ordinances, as the same have been or may be amended from time to time, except to the extent specifically provided otherwise in this Ordinance.

B. Compliance with Plans. Except for minor changes and site work approved by the City Director of Community and Economic Development or Director of Public Works and Engineering (for matters within their respective permitting authorities) in accordance with all applicable City standards, the development, use, operation, and maintenance of the Subject Property by the Petitioner must comply with the following plans provided by Petitioner:

1. Geometry Plan, prepared by Engineering Resource Associates, Inc., consisting of one sheet, and dated March 2019, a copy of which is attached to, and by this reference, made a part of, this Ordinance as **Exhibit A**; and
2. Planting Plan, prepared by Engineering Resource Associates, Inc., consisting of one sheet, and dated April 2019, a copy of which is attached to, and by this reference, made a part of, this Ordinance as **Exhibit B**; and
3. Project Narrative, prepared by the Board of Directors of the Little Bulgarian School, consisting of five sheets, dated April 2019, a copy of which is attached to, and by this reference, made a part of, this Ordinance as **Exhibit C** (collectively, Exhibits A through C are the "**Plans**").

B. Additional Conditions. The development, use, and maintenance of the Subject Property shall be subject to and contingent upon the following additional conditions:

1. The operation of the commercially zoned assembly and private school uses shall be located only within the School Building at 832 Lee Street. The Single-Family Homes shall not be used for commercially zoned assembly or private school uses.
2. Any expansion for any use shall require the Petitioner to obtain an amendment to the Conditional Use Permits.
3. The Subject Property shall only be used as a commercially zoned assembly use and for a private school for the following activities:
 - a. Community services;
 - b. Recreational and social activities that comply with all applicable codes;
 - c. Private school and adult education lessons; and
 - d. Office uses directly related to Little Bulgarian School Organization.
4. The south radius of the proposed Lee Street driveway shall be a five-foot radius to visually reinforce the one-way northbound flow of Lee Street. A "No Right Turn" sign shall be installed on the private side of the property line adjacent to the Lee Street curb cut to prevent wrong way traffic. These items shall be shown on future engineering drawings.
5. The curb cuts being closed on Lee Street shall be restored to the City of Des Plaines and IDOT specifications, including the abutting streetscape.
6. That the maximum number of people gathering in any space shall not exceed the maximum occupancy load prescribed by the Fire Protection Department.
7. Any food service preparation for any member shall come from a commercial grade kitchen.
8. The Petitioner shall maintain the Parking Lease Agreement as long as the Subject Property is used for a commercially zoned assembly use and a private school. Any amendment to the Parking Lease Agreement shall be approved by the Director of Community and Economic Development. If the Parking Lease Agreement is terminated, the Petitioner shall enter into a new parking lease agreement for at least 10 parking spaces within 30 days of termination of the Parking Lease Agreement.
9. Drawings submitted for permit shall be in substantial compliance with the Plans except where amendments are needed to comply with all applicable codes.
10. Stop signs shall be added on the Subject Property for the two drive aisles that are adjacent to the proposed Lee Street entrance/exit.

SECTION 6. NONCOMPLIANCE.

A. Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with, or resists the enforcement of, any of the provisions of this Ordinance shall be fined not less than 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 fails to use, develop, and maintain the Subject Property in accordance with the provisions, conditions, and restrictions of this Ordinance and of the applicable provisions of the Zoning Ordinance, the Conditional Use Permits granted in Section 3 of this Ordinance and the Major Variation granted in Section 4 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-5 District. Further, in the event of such revocation of the Conditional Use Permit and the Variation, 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 acknowledges that public notices and hearings have been held with respect to the adoption of this Ordinance, has considered the possibility of the revocation provided for in this Section, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or any denial of

any procedural right, provided that the notice and hearing required by Section 12-4-7 of the Zoning Ordinance is provided to the Petitioner.

SECTION 7. RECORDATION; BINDING EFFECT. A copy of this Ordinance must be recorded in the Office of the Cook County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein run with the Subject Property and inure to the benefit of, and are binding upon, the Petitioner and its respective personal representatives, successors, and assigns, including, without limitation, subsequent purchasers of the Subject Property.

SECTION 8. EFFECTIVE DATE.

A. This Ordinance shall be in full force and effect only after the occurrence of the following events:

1. its passage and approval by the City Council in the manner provided by law;
2. its publication in pamphlet form in the manner provided by law;
3. the filing with the City Clerk by the Petitioner of an unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance, and demonstrating the Petitioner's consent to its recordation. Said unconditional agreement and consent shall be in substantially the form attached to, and by this reference made a part of, this Ordinance as **Exhibit D**; and
4. at the Petitioner's sole cost and expense, the recordation of this Ordinance together with such exhibits as the City Clerk deems appropriate, with the Office of the Cook County Recorder.

B. In the event that the Petitioner does not file with the City Clerk a fully executed copy of the unconditional agreement and consent referenced in Section 8.A.3 of this Ordinance, within 60 days after the date of passage of this Ordinance by the City Council, the City Council shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

SECTION 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.

[SIGNATURE PAGE FOLLOWS]

PASSED this 3rd day of June, 2019.

APPROVED this 3rd day of June, 2019.

VOTE: AYES 7 NAYS 0 ABSENT 1


MAYOR

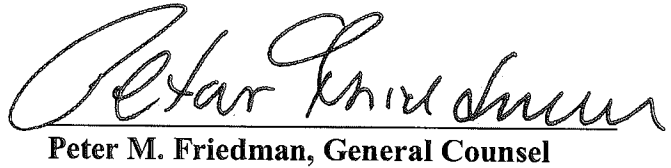
ATTEST:


CITY CLERK

Published in pamphlet form this
4th day of June, 2019.


Approved as to form:


CITY CLERK


Peter M. Friedman, General Counsel

I, GEORGE PETROV, being the owner or other party in interest of the property legally described within this Ordinance, having read a copy of the Ordinance, do hereby accept, concur and agree to develop and use the Subject Property in accordance with the terms of this Ordinance.

Dated: 6/6/19


(Signature)

DP-Ordinance Approving a CUP for a Private School and a Major Variation for Parking at 832 Lee Street

CITY OF DES PLAINES

ORDINANCE NO. Z-12-19

AN ORDINANCE GRANTING CONDITIONAL USE PERMITS AND A
MAJOR VARIATION AT 820-848 LEE STREET, DES PLAINES, ILLINOIS
(CASE #19-015-CU-V)

ADOPTED ON JUNE 3, 2019
BY THE CITY COUNCIL
OF THE
CITY OF DES PLAINES

Published in pamphlet form by authority of the City Council of the City of Des Plaines,
Cook County, Illinois, on this 4th day of June, 2019.

DATE	BY	DESCRIPTION
4/21/19	JLM	ISSUED FOR PERMITS
4/21/19	JLM	REVISED PER CITY COMMENTS

DATE	BY	DESCRIPTION
4/21/19	JLM	ISSUED FOR PERMITS
4/21/19	JLM	REVISED PER CITY COMMENTS

DATE	BY	DESCRIPTION
4/21/19	JLM	ISSUED FOR PERMITS
4/21/19	JLM	REVISED PER CITY COMMENTS

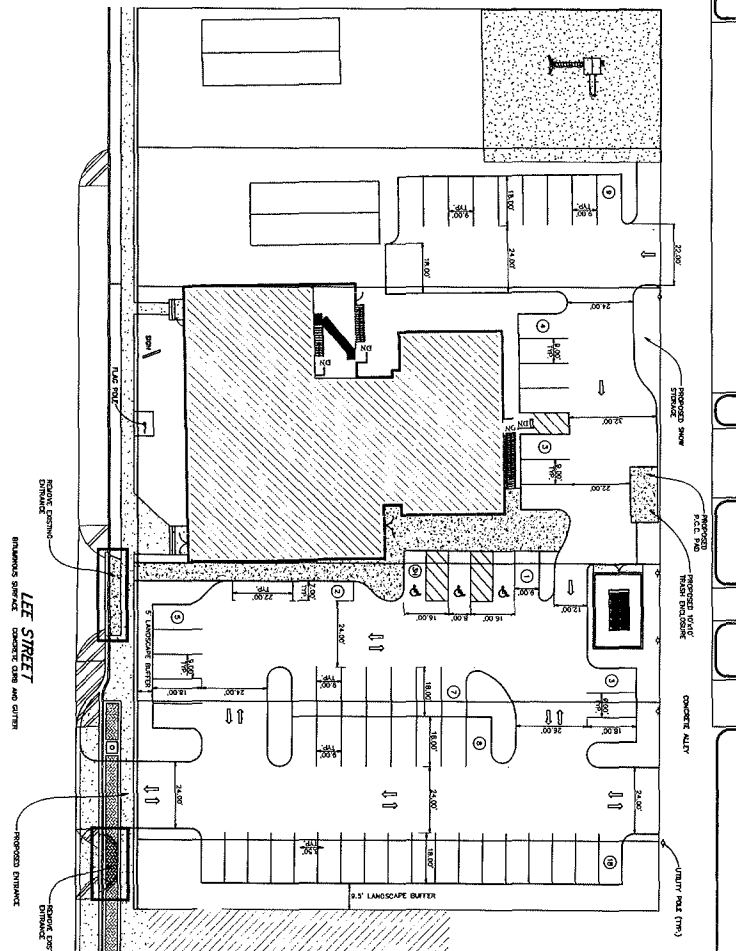
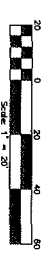


ENGINEERING RESOURCE ASSOCIATES
 3300 W. WASHINGTON AVENUE, SUITE 200
 CHICAGO, IL 60659
 PHONE: (773) 233-2300
 FAX: (773) 233-2325

LITTLE BUCKHORN SCHOOL
 624 LEE STREET
 DES PLAINES, ILLINOIS

GEOMETRY PLAN

SCALE: 1" = 20'
 DATE: MARCH 2019
 DRAWN BY: JLM
 CHECKED BY: JLM



PARKING SPACES:
 REGULAR STALLS: 40
 ACCESSIBLE STALLS: 3
 TOTAL: 43



DATE	REVISION	BY	DESCRIPTION
12/15/10	1	AL	ISSUED FOR PERMITS
12/15/10	2	AL	REVISED PER CITY COMMENTS
12/15/10	3	AL	REVISED PER CITY COMMENTS
12/15/10	4	AL	REVISED PER CITY COMMENTS
12/15/10	5	AL	REVISED PER CITY COMMENTS

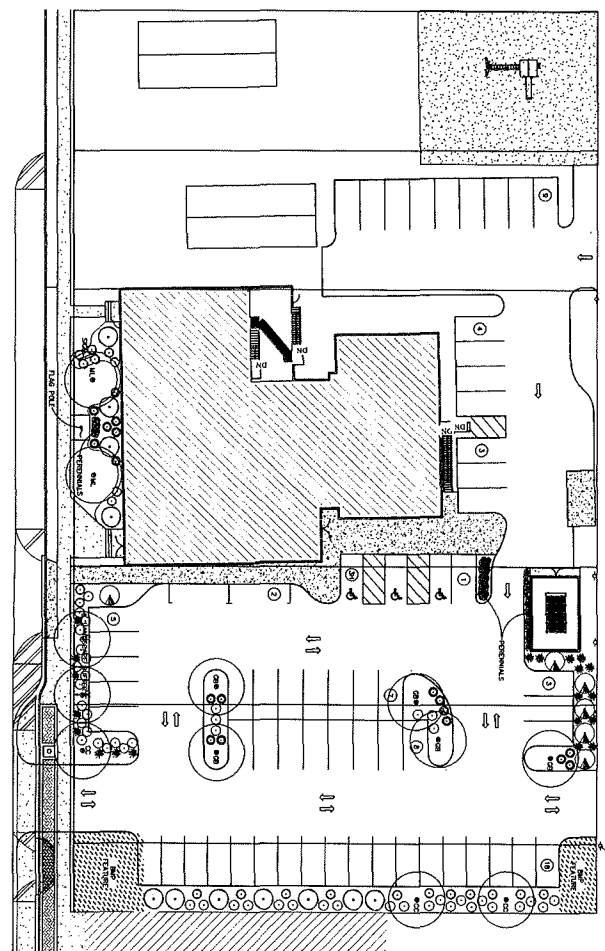


ER ENGINEERING RESOURCE ASSOCIATES
 165 S. BRIDGES PLAZA, SUITE 400
 CHICAGO, ILLINOIS 60606
 PHONE (312) 442-7843
 FAX (312) 442-7843

LITTLE BILGARIAN SCHOOL
 632 LEE STREET
 DES PLAINES, ILLINOIS

PLANTING PLAN

SCALE: 1" = 20'
 DATE: JAN 20, 2011
 SHEET: 2 OF 3



LEE STREET
 RETAINMENT SERVICE CONCRETE CURB AND GUTTER

ID	Quantity	Description	Plant Name	Size	Quantity
01	1	Concrete Alley	10' x 4' x 4"		1
02	1	Concrete Alley	10' x 4' x 4"		1
03	1	Concrete Alley	10' x 4' x 4"		1
04	1	Concrete Alley	10' x 4' x 4"		1
05	1	Concrete Alley	10' x 4' x 4"		1
06	1	Concrete Alley	10' x 4' x 4"		1
07	1	Concrete Alley	10' x 4' x 4"		1
08	1	Concrete Alley	10' x 4' x 4"		1
09	1	Concrete Alley	10' x 4' x 4"		1
10	1	Concrete Alley	10' x 4' x 4"		1
11	1	Concrete Alley	10' x 4' x 4"		1
12	1	Concrete Alley	10' x 4' x 4"		1
13	1	Concrete Alley	10' x 4' x 4"		1
14	1	Concrete Alley	10' x 4' x 4"		1
15	1	Concrete Alley	10' x 4' x 4"		1
16	1	Concrete Alley	10' x 4' x 4"		1
17	1	Concrete Alley	10' x 4' x 4"		1
18	1	Concrete Alley	10' x 4' x 4"		1
19	1	Concrete Alley	10' x 4' x 4"		1
20	1	Concrete Alley	10' x 4' x 4"		1
21	1	Concrete Alley	10' x 4' x 4"		1
22	1	Concrete Alley	10' x 4' x 4"		1
23	1	Concrete Alley	10' x 4' x 4"		1
24	1	Concrete Alley	10' x 4' x 4"		1
25	1	Concrete Alley	10' x 4' x 4"		1
26	1	Concrete Alley	10' x 4' x 4"		1
27	1	Concrete Alley	10' x 4' x 4"		1
28	1	Concrete Alley	10' x 4' x 4"		1
29	1	Concrete Alley	10' x 4' x 4"		1
30	1	Concrete Alley	10' x 4' x 4"		1
31	1	Concrete Alley	10' x 4' x 4"		1
32	1	Concrete Alley	10' x 4' x 4"		1
33	1	Concrete Alley	10' x 4' x 4"		1
34	1	Concrete Alley	10' x 4' x 4"		1
35	1	Concrete Alley	10' x 4' x 4"		1
36	1	Concrete Alley	10' x 4' x 4"		1
37	1	Concrete Alley	10' x 4' x 4"		1
38	1	Concrete Alley	10' x 4' x 4"		1
39	1	Concrete Alley	10' x 4' x 4"		1
40	1	Concrete Alley	10' x 4' x 4"		1
41	1	Concrete Alley	10' x 4' x 4"		1
42	1	Concrete Alley	10' x 4' x 4"		1
43	1	Concrete Alley	10' x 4' x 4"		1
44	1	Concrete Alley	10' x 4' x 4"		1
45	1	Concrete Alley	10' x 4' x 4"		1
46	1	Concrete Alley	10' x 4' x 4"		1
47	1	Concrete Alley	10' x 4' x 4"		1
48	1	Concrete Alley	10' x 4' x 4"		1
49	1	Concrete Alley	10' x 4' x 4"		1
50	1	Concrete Alley	10' x 4' x 4"		1

NOTE:
 ALL PLANT SPECIFICATIONS TO BE COMPLIED WITH.





Little Bulgarian School

Project Narrative

Prepared by:

Board of Directors - Little Bulgarian School

April 2019

Executive Summary

Little Bulgarian School (LBS) began operation in the school year 2005/2006 with total of 6 students. The organization was created mainly for Bulgarian children who wish to learn the Bulgarian language, history and culture. In 2010, LBS was recognized as a 501 (c) (3) non-profit organization by the US authorities allowing it grow even faster. As of 2018, LBS provides education services to more than 600 children in 2 facilities in Elk Grove Village and 1 in Mount Prospect. LBS is officially registered with the Bulgarian Ministry of Education and is entitled to issue certificates of graduation from grade 1st to 12th.

For the new building, LBS plans to transfer 100 children from our Saturday school in Mount Prospect plus additional 20 kids from the Elk Grove location. By the second year we plan to expand this location to 200 kids and to begin to offer Sunday classes. On the weekend the classes will have 2 shifts – 9 am to 1 pm and 11 am to 3 pm, depending on the parent's preference. For the weekend classes we plan to have up to 15 teachers / staff members on site. Students will be dropped off and picked up by their parents at the back of the building as per the recommendations of the traffic study.

In addition to the Saturday school, in order to financially support the building, we will start to offer after school programs that include math and science tutoring, folklore dance classes, and other child centered class activities. These activities will be composed of 12-20 children per class session, with one instructor and the possibility of one helper. The classes will range from 5:30PM to 8:00PM on a weekday basis, there might be 2 to 3 classes at a time. Students will be dropped off by their parents in the back of the building and picked up in the same manner. As part of the purchase contract LBS will be renting the 2 houses that are on the premises back to the seller. Other than collecting rent, LBS has no other plans to use the 2 residences as a part of the organization's activities relating to the school building.

For adults we plan to start offering weekday evening classes for citizenship and ESL, as well as folklore dances. These classes will have up to 2 instructors and 15-20 adults attending at a time.

We plan to organize small gatherings / concerts to commemorate the holidays with performances by the children from the school. At these events we estimate to have about 100 families attending. The events will be happening in the gym on or around the following dates:

1. First day of school (1st week of Sept)
2. Halloween
3. November 1st
4. Christmas
5. March 3rd.
6. Easter

7. May 24

Currently the gym has been used by a local basketball team for many years. LBS will seek to extend that relationship after we purchase the building. Other than this we have no immediate plans to rent any parts of our facility to other parties.

The building will not be used as a place of worship.

Currently, LBS has no central location/office and this is preventing parents, teachers, foreign dignitaries, community leaders, and art performers to gather easily and exchange information and knowledge. LBS is relying on the Elk Grove Library for meetings, Elk Grove High School, Christus Victor Lutheran Church and Christian Life College classes, as well as the private residential homes of many of our parents and board members. LBS is committed of finding a permanent home to provide even better service to its students, faculty and the local community:

The main development objectives of this new venue are:

- Establish a main hub for all current activities offered by LBS in the Mount Prospect facility including Bulgarian weekend classes and all other after school activities.
- Positively influence the Des Plaines and nearby suburbs Slavic community, consisting of Macedonian, Serbian, Polish, Russian, Ukrainian and many other nationalities, by offering adults classes and activities.
- Community outreach center for all Slavic and other nationalities in the Des Plaines and nearby suburbs.
- Open 2 new FTE positions to manage the building in Des Plaines, attract new residents.
- Maintains high level of integrity and full transparency to the community.

Future possible uses of the new venue may include the following services and programs:

- Children's Library and Book Share center.
- Food Pantry center.
- General Clothing provision program.
- Citizenship classes.
- Adult weekday evening language classes.
- Folklore and dance classes for kids and adults.
- Math and science tutoring.
- Pre- and afterschool programs.

Mission:

LBS is an educational and cultural center, the preferred choice in learning Bulgarian language, tradition and history, while also building children's tolerance and compassion for other cultures and languages. LBS also provides quality afterschool services for working families of all socio-economic levels in a nurturing environment to the local community.

Vision:

LBS will strive to remain the best educational center to preserve the Bulgarian national and spiritual identity for future generations by inspiring passion for learning the Bulgarian language and keeping Bulgarian tradition alive.

Little Bulgarian School history of unique children teaching technics, via games, songs, drama and priority given to conversational speech, has proven to be the right growth strategy. The training relies exclusively on the most modern methods of language teaching, where students experience the joy of learning. The organization also performs social functions as it is often used as meeting place and community resource for the children as well as parents.

Management Team:

Little Bulgarian School is registered as a non-profit organization under state and federal authorities and it is managed by 5 board members with combined professional experience in the finance, legal and most importantly educational area of more than 135 combined years.

Market Position and Future Growth:

According to the 2000 Census there were 63K Bulgarians living in the State of Illinois and in the 2010 Census this number increase to 105K, or 70% higher in just 10 years. It is currently estimated that more than 150K Bulgarians permanently live in State of Illinois, with very high concentration in the Chicago Northwest suburbs like Des Plaines, many of which now started a family.

Based on the Bulgarian Ministry of Education for the 2018/2019 school year, there are total of 12 registered Bulgarian schools in Chicagoland with total of 1142 children enrolled. Little Bulgarian school represented total of 597 children, or a market share of 52%.

Given the current trend, it is expected that more and more young Bulgarians will continue to relocate to the Northwest suburbs from other states or Bulgaria, as Chicago metro is now the biggest Bulgarian community establishment in North America. Bulgarian families with young children will prefer to move in specifically to Des Plaines as there are many established Bulgarian daycares, restaurants, for example Balkanika, Mehanata, and Nick's Grill, two Bulgarian churches (St. Sophia Bulgarian Orthodox Church, New Life Evangelical Bulgarian Church), as well as many ethnic grocery stores for example Malincho and Serdika. In addition, there are many organized year-round Bulgarian picnics, concerts and social events. All this

shows that the need for Bulgarian schools in the area will continue to grow significantly, as well as the need for social-sport events and adult classes.

Little Bulgarian School is well positioned for strong growth in the future, and a permanent home and cultural hub will further fuel this growth to provide outstanding services to the local community, while also help families and children transition into the American society. Little Bulgarian School has proven thru out the years that it has positive cultural and development impact to the community and it is expected to do so even more in the future.

EXHIBIT D

UNCONDITIONAL AGREEMENT AND CONSENT

TO: The City of Des Plaines, Illinois ("**City**");

WHEREAS, George Petrov, on behalf of the Little Bulgarian School, ("**Petitioner**") is the contract purchaser of that certain property commonly known as 820-848 Lee Street, Des Plaines, Illinois ("**Subject Property**"); and

WHEREAS, Petitioner applied to the City of Des Plaines for: (i) a conditional use permit to allow the operation of a commercially zoned assembly use on the Subject Property, in accordance with Sections 12-7-3.K and 12-3-4 of the Zoning Ordinance; (ii) a conditional use permit to allow the operation of a private school on the Subject Property, in accordance with Sections 12-7-3.K and 12-3-4 of the Zoning Ordinance (collectively, (i) and (ii) are the "**Conditional Use Permits**") and (iii) a major variation from Section 12-9-7 of the Zoning Ordinance to reduce the number of parking spaces to 63, where 73 parking spaces are required ("**Major Variation**") (collectively (i) through (iii) are the "**Requested Relief**"); and

WHEREAS, Ordinance No. Z-12-19 adopted by the City Council of the City of Des Plaines on June 3, 2019 ("**Ordinance**"), grants approval of the Conditional Use Permits and Major Variation subject to certain conditions; and

WHEREAS, Petitioner desires to evidence to the City its unconditional agreement and consent to accept and abide by each of the terms, conditions, and limitations set forth in said Ordinance, and their consent to recording the Ordinance and this Unconditional Agreement and Consent against the Subject Property;

NOW, THEREFORE, Petitioner does hereby agree and covenant as follows:

1. Petitioner hereby unconditionally agrees to accept, consent to and abide by all of the terms, conditions, restrictions, and provisions of that certain Ordinance No. Z-12-19, adopted by the City Council on June 3, 2019.
2. Petitioner acknowledges and agrees that the City is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the City's review and approval of any plans for the Subject Property, or the issuance of any permits for the use and development of the Subject Property, and that the City's review and approval of any such plans and issuance of any such permits does not, and shall not, in any way, be deemed to insure Petitioner against damage or injury of any kind and at any time.
3. Petitioner acknowledges that the public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or any

denial of any procedural right, provided that the procedures required by Section 12-4-7 of the City's Zoning Ordinance are followed.

4. Petitioner agrees to and does hereby hold harmless and indemnify the City, the City's corporate authorities, and all City elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with (a) the City's review and approval of any plans and issuance of any permits, (b) the procedures followed in connection with the adoption of the Ordinance, (c) the development, construction, maintenance, and use of the Subject Property, and (d) the performance by Petitioner of its obligations under this Unconditional Agreement and Consent.
5. Petitioner hereby agrees to pay all expenses incurred by the City in defending itself with regard to any and all of the claims mentioned in this Unconditional Agreement and Consent. These expenses shall include all out-of-pocket expenses, such as attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employees of the City.

ATTEST:

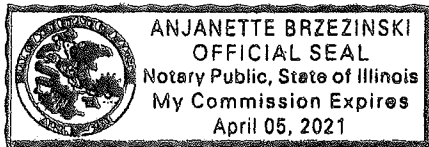
GEORGE PETROV

By: *Mary G. [Signature]*

GPetrov

SUBSCRIBED and SWORN to
before me this 6th day of
June, 2019.

Anjanette Brzezinski
Notary Public





April 26, 2023

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

Subject: Planning and Zoning Board, Conditional Use Permit, Case # 23-013-CU

RE: Consideration of Conditional Use Permit for Private School and Commercially Zoned Assembly at 820-848 Lee St.

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board (PZB) met on April 25, 2023 to consider conditional use permits for a private school and commercially zoned assembly use at 820-848 Lee St.

1. The petitioner's representative explained their request and the background on the previous ordinance (Z-12-19) approved for these uses in this location in 2019. There are no proposed changes to the building or site. The purpose of returning with this request is to clarify that any assembly use does not have to relate specifically to the school (the City's interpretation of the previously approved conditional use). The petitioner's representative describes current and future plans, stating the numbers in the staff report are for the maximum number of students and attendees, if the school expands to include weekday classes and more assembly events. Right now, the anticipated use for the site is far less than noted in the staff report. The petitioner's representative discussed previous city violations for operating without a business registration and in conflict with the conditional use, expressing the petitioner's interest in correcting this situation by amending the conditional use. The petitioner's representative described hours of operation, traffic and parking impacts of the site, stating they will be minimal. The petitioner's representative requested Condition 7 be removed from the suggested conditions of approval, stating the traffic impacts will be minimal and it would be cost prohibitive to obtain a traffic study before the next City Council meeting.
2. The PZB asked if there is a formal agreement with Immanuel Lutheran to use the parking lot at 854 Lee St. The petitioner's representative stated yes, the agreement is in the staff report packet. The PZB asked about the violation for serving liquor without a special events license; the petitioner's representative stated the petitioner is aware now that they will need a special event license in the future and will obtain one; stated the site has passed all required code inspections too. PZB asked about the number of students and size of events; petitioner's representative stated that right now the school has primarily weekend classes with about 100 students. The intent is to expand the school to weekday school in the future and continue offering weekend and evening classes as well as before and after school programs. The events associated with the assembly use are not frequent throughout the month and so far have been 80-90 people at most.

PZB discussed removing suggested condition of approval 7, requiring an updated traffic study to reflect the proposed assembly use at the site. PZB members determined, because this previously operated as a private school and there is a wide alley to provide sufficient pick-up and drop-off, that an updated traffic study was not warranted and would be an unnecessary expense for the nonprofit organization. The limited size and frequency of the assembly use, as described by the petitioner and petitioner's representative, were also a consideration for the decision to remove this condition.

3. Staff presented specific information on the request, including discussion of the background on the previous ordinance, the proposed uses on the site, parking demand, and provided proposed conditions for approval of the CUs.
4. The PZB asked staff about the purpose behind Condition 5 - “Any food service preparation for any member shall come from a commercial grade kitchen.” PZB members discussed how this would limit things like bake sales or pot lucks for the organization and how they viewed preparing food off premises to serve on premises is as a standard practice for this type of use. Staff discussed how this was a standard condition of approval, and included in the 2019 ordinance, and applied to locations without a commercial grade kitchen, to ensure that all health code requirements are met. The petitioner discussed the reasoning behind the condition in the 2019 ordinance; the kitchen does not currently meet all applicable code requirements and the City inspectors wanted to make sure the kitchen would not be used as it currently exists. The PZB asked how lunches would be provided to students if the weekday classes were offered; the petitioner stated students currently bring their own lunches and will continue to do so. PZB changed the condition to read, “On-premises food preparation is not allowed, but food prepared off premises may be served on premises.” PZB reiterated that they would also like to remove the suggested condition 7 requiring an updated traffic study.
3. No members of the public spoke on this request.
4. The Planning and Zoning Board *recommended* (6-0) that the City Council *approve* of the conditional use permit, with the revised conditions of approval.

Respectfully submitted,



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

1. Address: 820-848 Lee Street

Case Number: 23-013-CU

The petitioner is requesting an amendment to a previously approved conditional use permit and variation, or a new conditional use permit and variation, whichever is necessary, related to the following items: (i) operating a Commercially Zoned Assembly Use in the C-5 Zoning District; (ii) operating a private elementary and high school in the C-5 Zoning District; and (iii) operating with a variation from the collective off-street parking requirements at the subject property; and any other variations, waivers, and zoning relief as may be necessary.

PIN: 09-17-425-029-0000, 09-17-425-030-0000, 09-17-452-031-0000, 09-17-425-032-0000, 09-17-425-033-0000

Petitioner: Little Bulgarian School in Chicago, 832 Lee St.,
Des Plaines, IL, 60016

Owner: Little Bulgarian School in Chicago, 832 Lee St.,
Des Plaines, IL, 60016

Ward Number: #2, Alderman Colt Moylan

Existing Zoning: C-5, General Commercial

Surrounding Zoning: North: C-5, Central Business
South: C-5, Central Business
East: R-4, Central Core Residential and C-5, Central Business
West: C-5, Central Business

Surrounding Land Uses: North: Office Building
South: Office Building
East: Townhomes and Religious Use
West: Condominiums

Street Classification: Lee Street is an arterial street.

Comprehensive Plan : The Comprehensive Plan illustrates this site as Institutional.

Property/Zoning History: This site is zoned C-5 and includes five parcels. 832 Lee Street includes the Little Bulgarian School building and the associated parking lot, which was completed in 2021. 842 and 848 Lee Street are two single-family houses that the Little Bulgarian School owns and operates as rentals. In 2019 Ordinance Z-12-19 (see attached) granted the subject property conditional use permits to operate as a commercially zoned assembly use and a private school for

high school students and a major variation to the parking requirement. The parking variation allowed for the total required parking to be reduced from 73 to 63 spaces. After Z-12-19 was approved and signed by the petitioner, the petitioner submitted a business registration application to the City. In accordance with the approved conditions of approval and the signed unconditional agreement of consent, the petitioner is limited to assembly uses related to:

- a.) Community services
- b.) Recreational and social activities
- c.) Private school and adult education lessons
- d.) Office uses directly related to the Little Bulgarian School Organization

The petitioner submitted a business registration application in July 2019 to operate their uses from this location. The City required the petitioner to sign an affidavit restricting uses to those related to the school. However, the Petitioner did not approve of the restrictions in the affidavit and thus refused to sign the document. During this business registration process, the property was inspected several times by the building, zoning, and fire departments to determine if the site is compliant with applicable zoning, fire and building codes. The property passed all inspections on April 19, 2023. Because the affidavit was not signed, however, no business registration has been issued for the uses on this property.

The petitioner has been issued several violations for operating in this location without a business registration. The first violation was issued for operating in conflict with their conditional use in December 2021, when it was discovered that large events were held on the site without a business license allowing for the assembly use. A second violation was issued in March 2022 for operating without a business license and hosting events with liquor without proper City approvals. Three administrative hearings were held regarding this case. The City Attorney and staff met with the petitioner in February 2023 to discuss how to proceed.

Project Description:

The petitioner has submitted this application to amend the conditional use to allow for assembly uses related and unrelated to the school to be held on their property. The petitioner and property owner, Little Bulgarian School (LBS), is requesting a conditional use for the following:

- 1.) Allow commercially zoned assembly uses at 832 Lee St., open to the public and not restricted to the school activities. These events may include athletic events, performances, fundraisers, cultural events, or other events. The petitioner requests that the school be able to rent or lend facilities to third parties that:
 - a) Support and promote the school.
 - b) Celebrate, promote, support, and educate about Bulgarian culture, arts, and history.
 - c) Support and promote civic education, volunteerism, and community engagement.

- d) Support the activities of community residents and other community, educational, and cultural groups, and organizations.

2.) Allow for a private school for students of all ages (elementary, high school, adult classes) to operate seven days a week.

Proposed Uses and Hours of Operation

The petitioner does not have any plans to alter the interior or exterior of any of the properties at 820-848 Lee Street. All proposed uses will be located inside the building.

The below table provides an outline of approximate days and times of programming in the building. As stated in the Petitioner’s Narrative and Response to Standards, the specific programming will vary depending on demand, available resources, seasonality, or other factors. Some activities may occur simultaneously on the site, either when the programming is complimentary (i.e., a preschool recital during the weekday preschool) or when there will not be a conflict with other uses of the facilities. Efforts will be taken by the petitioner to program in a way that does not overburden the facility. A condition of approval states the fire occupancy load cannot be exceeded at any time in the building, requiring the petitioner to ensure any activities rescheduled in a way that does not violate any fire codes.

Use	Types of Activities	Hours of Operation	Spaces Utilized	Maximum # of Occupants
Assembly uses ¹	Athletic events, fundraisers, performances, cultural events, other events relevant to mission of school	Monday through Thursday, 5 p.m. to 10 p.m. Friday & Saturday, 11 a.m. to 3 p.m. or 5 p.m. to 11 p.m., Sunday, 11 a.m. to 3 p.m. or 5 p.m. to 10 p.m.	Gym, library	254 in the gym (fire occupancy limit for gym, balcony, and stage combined) + 10 in library (for special events)
Private School ¹	Weekend classes	Saturday and Sunday, 9 a.m. to 3 p.m.	Classrooms, craft space, library, gym	200 students + 15 teachers / staff members
	Weekday Preschool	M-F, 7 a.m. to 4 p.m.	Classrooms, craft space,	60 students over three sessions (12-

			library, gym	20 students per session) + 2 staff members
	Weekday After School	M-F, 5:30 p.m. to 8 p.m.	Classrooms, craft space, library, gym	60 students over three sessions (12-20 students per session), two instructors + 90 adults and two instructors
	Weekday school ²	M-F, 7 a.m. to 4 p.m.	Classrooms, craft space, library, gym	200 students + 15 teachers / staff members
Office	Organization related office and meeting activities	As needed, during operating hours of the school	Offices	Varies
Other Recreational Use	Gym use by local basketball group	Upon request, subject to availability	Gym	234 in the gym (fire occupancy limit for gym and balcony combined)
Single family residences ³	Residential rental	N/A	Houses	N/A
¹ Requires conditional use ² Estimate from approximate weekend school enrollment. LBS is exploring this option and has not obtained necessary state licensing yet to operate this type of school. ³ Rental properties unassociated with school and assembly use activities.				

Drop-Off and Pick-up Operations

Most students participating in classes or programs will likely be dropped off and picked up by parents. The 2019 KLOA Traffic Study provided guidance on how to reduce conflicts on the site and improve traffic flow, stating that pick-ups and drop-offs should not occur in the front of the building along Lee St. Rather, students should be dropped off in the rear of the building, using the alley for access. Any staff members or older students parking at the site should be instructed to enter from the Lee Street entrance to the northmost parking lot.

Off-Street Parking

Pursuant to Section 12-9-7, commercially zoned assembly uses for community centers are required to provide one space for every 200 square feet of gross activity area. The proposed private school would require one space for each classroom, plus one space per 200 square feet of area devoted to offices, plus one space for every six students based on maximum enrollment. The definition of “floor area” in Section 12-13-3 allows certain spaces such as restrooms, mechanical rooms, hallways, and a percentage of storage areas. The table below reflects the floor area of the building. Note the single-family residences are excluded from this calculation, as they each have their own parking areas that satisfy requirements and will not be using the LBS parking lot.

Use	Floor Area	Required parking ²
Assembly uses community centers, banquet halls and membership organizations	3678.5 square feet ¹	19 spaces
Private School	13 classrooms Max enrollment: 200 students Offices: 309 square feet	13 spaces + 2 spaces + 34 spaces
	Total	67 spaces
¹ Excludes floor area for mechanical room and a percentage of storage areas		
² Spaces rounded up to next whole number		

During the previous entitlement process in 2019, it was determined 73 spaces were required to meet the anticipated parking demand. Since 2019, the petitioner has achieved a better understanding of how building spaces will be used, and thus submitted a more detailed floor plan to city staff for review. The updated floor plan (including square footage of storage and mechanical areas) allows a greater portion of the building to be excluded from the parking calculation, and thus reducing the amount of necessary parking from 73 to 67 spaces. The parking variation from the original Z-12-19 that reduced the required parking from 73 to 63 spaces is still valid and applicable. *However, because the new conditional use request envisions more frequent and potentially larger events, and therefore potential peaks in parking demand, the PZB and/or City Council may find parking to be relevant in its consideration.*

In addition to the 63 spaces available for the property, a parking agreement allows the petitioner to use 28 parking spaces at 854 Lee Street (Immanuel Lutheran Church’s west parking lot) during the hours of 6:39PM to 11:30PM Monday through Friday and Saturday from 1:30PM to 11:59PM and Sunday from 1:30PM to 11:30PM (Refer to attachment). The parking agreement is

active until August 31, 2025, with terms allowing for renewal after this date. The additional spaces would be able to accommodate any excess parking demand for either the assembly use or school during the noted hours.

Standards for Conditional Use

The following is a discussion of standards for zoning amendments from Section 12-3-4(E) of the Zoning Ordinance. Rationale for how the proposed amendments may or may not satisfy the standards is provided below and in the petitioner’s response to standards. The PZB may use this rationale toward its recommendation, or the Board may make up its own.

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

Comment: Commercially zoned assembly use and private schools require a conditional use permit in the C-5 Zoning District.

PZB Additions or Modifications (if necessary): _____

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

Comment: The 2019 Comprehensive Plan illustrates this area to be used for institutional uses. Institutional uses include the proposed school and community organizations associated with this request.

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: No alterations to the building are proposed with this application, thus there will be no changes to appearance that would affect the character of the neighborhood.

PZB Additions or Modifications (if necessary): _____

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

Comment: All activities will occur inside the existing building and will be minimally disruptive to the neighborhood. Parking will be accommodated by the sixty-three spaces provided on site. A parking variation was granted in the previous conditional use process to allow a reduction from 73 to 63 spaces. Based on the petitioner’s narrative, it does not appear the new activities proposed will be greater in intensity than the previous uses approved by the 2019 ordinance. Staff does not anticipate any concerns with the proposed uses interfering with the parking equilibrium of the neighborhood. The 2019 traffic study

indicates the traffic generated by this use will not substantially be affected by the proposed uses in this area. For the school activities, the most intensive traffic generation will be during pick-up and drop-off. However, the traffic study does not take into account the proposed assembly uses – for which there are at least 14 events listed (see narrative) - but focuses solely on school uses. The petitioner is currently working with a traffic engineer to update the traffic study.

At the time of the report writing, adequate information for staff to assess traffic impact based on the combination of uses is not available. A recommended condition of approval states an updated traffic study must be provided and reviewed by city staff prior to the case appearing before City Council, to provide an adequate understanding to decision-makers regarding the impact of this use to the neighborhood. *However, the Board may choose to ask the petitioner to answer questions or present evidence related to traffic before voting on a recommendation to the Council, regardless of the recommended conditions.*

PZB Additions or Modifications (if necessary): _____

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

Comment: The existing building has been adequately served by essential public facilities and services. Staff has no concerns that the proposed use will not be adequately served with essential public facilities and services in the future.

PZB Additions or Modifications (if necessary): _____

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

Comment: The proposed use would neither create a burden on public facilities, nor would it be a detriment to the economic well-being of the community.

PZB Additions or Modifications (if necessary): _____

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

Comment: All activities are proposed to occur inside the building and will not involve any processes or activities that will be disruptive to the neighborhood. Any uses must be in compliance with the Environmental Performance Standards in Chapter 12 of the Zoning Ordinance. Noise level for any activities on the site will be regulated by Section 6-2-7 of

the Police Regulations in the City's municipal code. Refer to Standards 4 and 8 for discussion on traffic impacts.

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: Vehicular access will continue to be provided through Lee Street, to the north parking lot, and the alley for pickups and drop-offs of students or parking in the rear of the building, as stated in the attached Petitioner's Narrative and Responses to Standards. Particularly because the petitioner is seeking an entitlement for up to 200 daytime students, the use of the Lee Street curb may not be sufficient. The site plan does not include a designated off-street pick-up or drop-off area. At this time, adequate information to assess traffic impact based on the combination of uses is not available. The 2019 traffic study indicates the traffic generated by this use will not substantially be affected by this use in this area. However, the traffic study does not take into account the proposed assembly uses but focuses solely on school uses. Staff comments on this standard are consistent with Standard No. 4.

PZB Additions or Modifications (if necessary): _____

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

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

PZB Additions or Modifications (if necessary): _____

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

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

PZB Additions or Modifications (if necessary): _____

PZB Procedure and Recommended Conditions: Pursuant to Sections 12-3-4(E) of the Zoning Ordinance, the PZB may vote to *recommend* approval, approval with modifications, or disapproval of the conditional use. The City Council has final authority over both requests. However, should the PZB recommend approval of the conditional use, staff suggests the following conditions for the conditional use request.

Conditions of Approval:

1. The operation of the commercially zoned assembly and private school uses shall be located only within the School Building at 832 Lee Street. The Single-Family Homes shall not be used for commercially zoned assembly or private school uses.
2. Any expansion for any use shall require the Petitioner to obtain an amendment to the Conditional Use Permits.
3. The Subject Property shall only be used as a commercially zoned assembly use for uses related to the school or open to the public that meet any of the following goals of the School:
 - a. Support and promote the School.
 - b. Celebrate, promote, support, and educate about Bulgarian culture, arts, and history.
 - c. Support and promote civic education, volunteerism, and community engagement.
 - d. Support the activities of community residents and other community educational, and cultural groups, and organizations.
4. The maximum number of people in any space shall not exceed the maximum occupancy load prescribed by the Fire Department. Every room or space that is an assembly occupancy shall have the occupant load of that room or space posted in a conspicuous place, near the main exit.
5. No alcohol shall be served during any event unless approved by the City of Des Plaines, as required by the Fire Department. Any food service preparation for any member shall come from a commercial grade kitchen.
6. The Petitioner shall maintain the Parking Lease Agreement as long as the Subject Property is used for commercially zoned assembly use and a private school. Any amendment to the Parking Lease Agreement shall be approved by the Director of Community and Economic Development.
7. An updated traffic study addendum detailing the traffic impacts of the proposed assembly uses must be submitted for review by city staff prior to the case appearing before the City Council.

Attachments:

- Attachment 1: Location Map
- Attachment 2: Site and Context Photos
- Attachment 3: Project Narrative and Responses to Standards
- Attachment 4: 2019 Traffic Study Prepared by KLOA
- Attachment 5: Parking Agreement for 854 Lee Street
- Attachment 6: Site Plan

Attachment 7: Floor Plan

Attachment 8: Original 2019 Ordinance – Z-12-19

Chair Szabo swore in Karl Camillucci, Partner at Taft Law Firm, Attorney for the Petitioner. Mr. Camillucci explained the application which includes an amendment to two existing conditional use permits that were approved in 2019. This is a former school building. The proposed changes would be to update and clarify the assembly and school uses. They would like to amend their Conditional Use Permit to come into compliance.

A background on the Little Bulgarian School was given. Little Bulgarian School would like to grow to allow general community events, volunteer work and a cultural center. They are a community and cultural center that strives to educate people on Bulgarian culture. The current Conditional Use permit Z-12-19-were passed in 2019. This authorizes a combination of commercial zoned assembly uses and a private school. It also authorized a variation for off street parking. There are no proposed improvements or building changes to the site. Little Bulgarian school submitted a table of current and proposed programming and activities that would be conducted at the school. Someday, they would like to have a full-time day school for up to 200 students. They would like to include weekday and weekend classes and after-school programming. They are also looking to have assembly uses with third parties and have special events, but they will not have a commercial offering of the space. Mr. Camillucci also states that while they understand why the staff asked for maximum occupancy of the space to determine the intensity of the use, the school presently does not have plans to have as many people (students or attendees) as listed in the staff report.

For the traffic and parking considerations, they would like to amend the condition of approval related to the traffic study. They feel that they have ample parking. They feel the current 63 parking spaces far exceeds the current demand. They also have access to 28 additional spaces. The traffic study did not discuss the assembly uses; however the petitioner notes no traffic issues with access points on Lee Street and the alley. The traffic study recommends the use of the alley for drop off and pickups. Little Bulgarian School would like to have condition #7 be removed since the traffic study showed no impact to current conditions.

Member Fowler asked if they have a formal agreement with the Emmanuel Lutheran Church for the additional parking?

Mr. Camillucci stated they do have a formal agreement and it is in the packet.

Member Veremis asked about past violations where liquor was served at events.

Mr. Camillucci stated that they had a misunderstanding about alcohol at past events, and they will make sure they have proper licensing before having a special event with alcohol.

Member Catalano stated that there have been several citations at this site including not having a business license. Will Little Bulgarian School comply with the suggested conditions of approval if the Conditional Use passes? Also have all the past code violations been corrected?

Mr. Camillucci stated that all past violations have been corrected and they plan to get their business registration. They are here to get the amendment to document more clearly what is allowed with the conditional use permit and operate in compliance with city ordinances.

Member Veremis asked how many students attended the school when it was a full-time school and how often will they hold large events and how many people attend them?

Member Fowler stated that in its hay day there were about 150-175 students at the school. There was never an issue with drop off and pick up. She stated that in her opinion she does not believe they need to do another traffic study. She stated that she would propose we drop Condition #7.

Mr. Camillucci stated that they would hold 1-2 large events a month and could have around 100-150 people in attendance. We have worked with the city and agree upon the maximum occupancy for each space.

Chair Szabo asked why condition #5 “Any food service preparation for any member shall come from a commercial grade kitchen” is so specific? What about bake sales?

Chair Szabo swore in George Petrov President of the Board of Little Bulgarian School. Mr. Petrov stated that in 2019 the building had an old kitchen. The old kitchen would not meet standards, so it is not utilized.

Samantha Redman, Associate Planner stated that this is a standard condition for this type of assembly use. Since they do not have a commercial kitchen serving food would be a health code issue. Without a commercial kitchen they could not prepare food, serve hot lunch etc.

John Carlisle CED Director stated that this is a carryover from the original 2019 conditional use. The Board has the opportunity to recommend something different. He believes food service preparation means hot preparation on site. A commercial grade kitchen is a code compliant kitchen. It would have to pass the health inspection under all relevant local/county/state health codes.

Mr. Petrov stated that they do not provide hot lunches. The students bring their own lunches. The special events are catered. Their current kitchen is not up to the current code.

Ms. Redman, Associate Planner, gave the staff report. She explained the Location Map and site photos. She provided photos of the rear area that would be used for school pick up and drop offs. Ms. Redman gave the background on their Zoning Ordinance from 2019- Z-12-19 which approved a conditional use for assembly and private school and a parking variation. Ms. Redman reiterated that they do not have a business registration, but they are working on getting it. She explained their current floor plans. She explained the Conditional Use request for Private Elementary and High School for 7 days a week. For the assembly use they are proposing to include athletics, performance, fundraisers, cultural and other relevant events. The current fire occupancy for the assembly use areas is 254 people. The parking variation from the previous ordinance is still in effect, allowing for the existing 63 spaces to satisfy the off-street parking requirements. Emmanuel Lutheran Church also has 28 parking spaces available. The reason the Traffic Study is needed is because an assembly use study was never done.

Ms. Redman stated that for tonight - pursuant to Sections 12-3-4(E) of the Zoning Ordinance, the PZB may vote to *recommend* approval, approval with modifications, or disapproval of the conditional use. The City Council has final authority over both requests. However, should the PZB recommend approval of the conditional use, staff suggests the following conditions for the conditional use request.

Conditions of Approval:

1. The operation of the commercially zoned assembly and private school uses shall be located only within the School Building at 832 Lee Street. The Single-Family Homes shall not be used for commercially zoned assembly or private school uses.
2. Any expansion of any use shall require the Petitioner to obtain an amendment to the Conditional Use Permits.
3. The Subject Property shall only be used as a commercially zoned assembly use for uses related to the school or open to the public that meet any of the following goals of the School:
 - a. Support and promote the School.
 - b. Celebrate, promote, support, and educate about Bulgarian culture, arts, and history.
 - c. Support and promote civic education, volunteerism, and community engagement.
 - d. Support the activities of community residents and other community educational, and cultural groups, and organizations.
4. The maximum number of people in any space shall not exceed the maximum occupancy load prescribed by the Fire Department. Every room or space that is an assembly occupancy shall have the occupant load of that room or space posted in a conspicuous place, near the main exit.
5. No alcohol shall be served during any event unless approved by the City of Des Plaines,

as required by the Fire Department. Any food service preparation for any member shall come from a commercial grade kitchen.

6. The Petitioner shall maintain the Parking Lease Agreement as long as the Subject Property is used for commercially zoned assembly use and a private school. Any amendment to the Parking Lease Agreement shall be approved by the Director of Community and Economic Development.
7. An updated traffic study addendum detailing the traffic impacts of the proposed assembly uses must be submitted for review by city staff prior to the case appearing before City Council

Member Saletnik stated that #4 is a life safety code. He believes that there can be changes to #5 He would propose that it state - no on site food preparation is allowed, however off-site prepared food is allowed to be served. He would like more information on #7- how often do you have large assemblies, how large are they and what do you see that turning into in the future? And when you have the events- when are they held?

Chair Szabo swore in Lubomir Krovlev, Board Member of the Little Bulgarian School. Mr. Krovlev stated that large events stopped once they found out they were not allowed without a permit. When they have large events, they usually have between 80-90 people. The large events are fundraisers for the not-for-profit organization. They expect the same amount of attendance for events moving forward. The events are typically on Saturday after 7 pm and ending by 11 pm.

Chair Szabo asked about renting the gym for the neighborhood basketball players.

Ms. Redman stated that the Conditional Use includes the use of this area for the athletic events, as the ordinances is supportive activities of community residents and other community educational or cultural groups and organizations.

A motion was made by Board Member Saletnik, seconded by Board Member Fowler to approve the conditional use permit with the following changes made to the conditions of approval. Eliminate Condition # 7. Modify Condition #5 to state:

No alcohol shall be served during any event unless approved by the City of Des Plaines, as required by the Fire Department. On premises food preparation is not allowed; however food prepared off premises may be served on premises.

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

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

CITY OF DES PLAINES

ORDINANCE Z - 10 - 23

AN ORDINANCE APPROVING CONDITIONAL USE PERMITS TO ALLOW THE OPERATION OF A COMMERCIAL ZONED ASSEMBLY USE AND PRIVATE SCHOOL AT 820-848 LEE STREET, DES PLAINES, ILLINOIS (Case # 23-013-CU).

WHEREAS, Little Bulgarian School in Chicago (“*Owner*”) is the owner of the properties commonly known as 820-848 Lee Street, Des Plaines, Illinois (“*Subject Property*”); and

WHEREAS, the Subject Property is located within the C-5, Central Business District (“*C-5 District*”) and is currently improved with a two-story masonry building (“*School Building*”), two single-family homes (“*Single-Family Homes*”), and an off-street parking area; and

WHEREAS, on June 3, 2019, the City Council adopted Ordinance No. Z-12-19, approving conditional use permits to allow the operation of a commercially zoned assembly use and a private high school within the School Building on the Subject Property (collectively, the “*Previously Approved CUPS*”); and

WHEREAS, Ordinance No. Z-12-19 imposed certain conditions and restrictions on the Previously Approved CUPS, including that the commercially zoned assembly use and private high school may only be used for community services, recreational and social activities, private school and adult education lessons, and offices uses directly related to the Owner’s school; and

WHEREAS, the Owner now desires to (i) operate a private school for students of all ages, including elementary school, high school, and adult education classes seven days per week; and (ii) commercially zoned assembly uses that are open to the public and not directly related to the Owner’s school, including athletic events, performances, fundraisers, and cultural events, each in conflict with the conditions and restrictions set forth on Ordinance No. Z-12-19 (collectively, the “*Proposed Uses*”); and

WHEREAS, pursuant to Section 12-7-3.H and 12-7-3.K of the Zoning Ordinance of 1998, as amended (“*Zoning Ordinance*”) commercially zoned assembly uses and private schools are permitted in C-5 Districts only with conditional use permits; and

WHEREAS, pursuant to Section 12-3-4 of the Zoning Ordinance, the Owner filed an application with the City for the approval of new conditional use permits to allow the operation of the Proposed Uses on the Subject Property (collectively, the “*Conditional Use Permits*”); and

WHEREAS, within 15 days after the receipt thereof, the Owner’s application was referred by the Department of Community and Economic Development to the Planning and Zoning Board of the City of Des Plaines (“*PZB*”); and

WHEREAS, within 90 days from the date of the Owner's application a public hearing was

held by the PZB on April 11, 2023, pursuant to notice published in the *Des Plaines Journal* on March 22, 2023; and the case was continued, by Owner's request, to the April 25, 2023 public hearing; and

WHEREAS, notice of the public hearing was mailed to all property owners within 500 feet of the Subject Property; and

WHEREAS, during the public hearing, the PZB heard testimony and received evidence with respect to how the Petitioner intended to satisfy and comply with the applicable provisions of the Zoning Ordinance; and

WHEREAS, pursuant to Section 12-3-4 of the Zoning Ordinance, the PZB filed a written report with the City Council on April 26, 2023, summarizing the testimony and evidence received by the PZB and stating the Board's recommendation, by a vote of 5-0, to approve the Conditional Use Permits, subject to certain terms and conditions; and

WHEREAS, the Owner made representations to the PZB with respect to the Conditional Use Permits which representations are hereby found by the City Council to be material and upon which the City Council relies in approving the Conditional Use Permits; 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 27, 2023, and has determined that it is in the best interest of the City and the public to approve the Conditional Use Permits in accordance with the provisions of this Ordinance;

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

SECTION 1. RECITALS. The recitals set forth above are incorporated herein by reference and made a part hereof, the same constituting the factual basis for this Ordinance.

SECTION 2. LEGAL DESCRIPTION OF SUBJECT PROPERTY. The Subject Property is legally described as follows:

PARCEL 1: THE NORTH ½ OF LOT 8 AND THE SOUTH 25 FEET OF LOT 7, ALL IN BLOCK 4 IN PARSON AND LEE'S ADDITION TO DES PLAINES, A SUBDIVISION IN SECTION 17, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE SOUTH ½ OF LOT 8 IN BLOCK 4 IN PARSON AND LEE'S ADDITION TO DES PLAINES, A SUBDIVISION IN SECTION 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3: LOT 8 LOT 8 IN BLOCK 4 IN PARSON AND LEE'S ADDITION TO DES PLAINES, A SUBDIVISION IN SECTION 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4: LOT 10 IN BLOCK 4 EXCEPT THE SOUTHWESTERLY 40 FEET THEREOF, IN PARSON AND LEE'S ADDITION TO DES PLAINES, A SUBDIVISION IN SECTION 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5: THE SOUTHWESTERLY 40 FEET OF LOT 10 IN BLOCK 4 IN PARSON AND LEE'S ADDITION TO DES PLAINES, A SUBDIVISION IN SECTION 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINs: 09-17-425-029-0000, 09-17-425-030-0000, 09-17-42-031-0000, 09-17-425-032-0000 & 09-17-425-033-0000

Commonly known as 820-848 Lee Street, Des Plaines, Illinois.

SECTION 3. APPROVAL OF CONDITIONAL USE PERMITS. 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 Owner the Conditional Use Permits to allow the operation of the Proposed Uses on the Subject Property. The Conditional Use Permits granted by this Ordinance are consistent with and equivalent to a "special use" as referenced in Section 11-13-25 of the Illinois Municipal Code, 65 ILCS 5/11-13-25.

SECTION 4. CONDITIONS. The Conditional Use Permits granted in Section 3 of this Ordinance shall be, and is hereby, expressly subject to and contingent upon the following conditions, restrictions, limitations, and provisions:

A. **Compliance with Law and Regulations.** The development, use, operation, and maintenance of the Proposed Uses and the Subject Property by the Owner must comply with all applicable City codes and ordinances, as the same have been or may be amended from time to time, except to the extent specifically provided otherwise in this Ordinance.

B. Compliance with Plans. Except for minor changes and site work approved by the City Director of Community and Economic Development or Director of Public Works and Engineering (for matters within their respective permitting authorities) in accordance with all applicable City standards, the development, use, operation, and maintenance of the Proposed Uses and the Subject Property by the Owner must comply with the following plans provided by the Petitioner:

1. The Project Narrative, prepared by the Petitioner, consisting of 15 pages, and undated, a copy of which is attached to and made a part of this Ordinance as *Exhibit A*; and

2. The Land Title Survey, prepared by Land Divisions, Inc., consisting of one sheet, and undated, a copy of which is attached to and made a part of this Ordinance as *Exhibit B*; and

3. The Geometry Plan, prepared by Engineering Resource Associates, Inc., consisting of one sheet, and with a latest revision date of April 10, 2020, a copy of which is attached to and made a part of this Ordinance as *Exhibit C*; and

4. The Floor Plan of the Ground Floor, prepared by the Ansteigen Design Information Services Co., consisting of one sheet, dated April 15, 2019, a copy of which is attached to and made a part of this Ordinance as *Exhibit D*.

C. Other Conditions.

1. The operation of the Proposed Uses must be located only within the School Building at 832 Lee Street. The Single-Family Homes may not be used for commercially zoned assembly or private school uses.

2. The Owner must obtain approval of an amendment to the Conditional Use Permits prior to any expansion of any of the Proposed Uses.

3. The Subject Property may only be used as a commercially zoned assembly

use for uses that (i) either relate to the private school or are open to the public; and (ii) meet any of the following goals of the private school:

- a. Support and promote the School
- b. Celebrate, promote, support, and educate about Bulgarian culture, arts, and history;
- c. Support and promote civic education, volunteerism, and community engagement; or
- d. Support the activities of community residents and other community, educational, and cultural groups and organizations.

4. The maximum number of people in any space shall not exceed the maximum occupancy load prescribed by the Fire Department for that space. Every room or space that is used for assembly occupancy must have the occupant load of that room or space posted in a conspicuous place, near the main exit.

5. No alcohol may be served during any event unless approved by the City of Des Plaines, as required by the Fire Department. On-premises food preparation is not allowed in the School Building unless the Owner constructs a commercial-grade kitchen in the School Building that complies with all applicable ordinances and laws. Food prepared off premises may be served on the Subject Property.

6. The Owner must maintain the Parking Lease Agreement as long as the Subject Property is used for commercially zoned assembly use and a private school. Any amendment to the Parking Lease Agreement shall be approved by the Director of Community and Economic Development.

SECTION 5. FAILURE TO COMPLY WITH CONDITIONS.

A. Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with, or resists the enforcement of, any of the provisions of this Ordinance shall be fined not less than \$75.00 or more than \$750.00 for each offense. Each and every day that a violation of this Ordinance is allowed to remain in effect shall constitute a complete and separate offense. In addition, the appropriate authorities of the City may take such other action as they deem proper to enforce the terms and conditions of this Ordinance, including, without limitation, an action in equity to compel compliance with its terms. Any person, firm or corporation violating the terms of this Ordinance shall be subject, in addition to the foregoing penalties, to the payment of court costs and reasonable attorneys' fees.

B. In the event that the 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-5 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 Owner acknowledges 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 Owner.

SECTION 6. BINDING EFFECT; NON-TRANSFERABILITY; EFFECT ON PRIOR APPROVALS.

A. The privileges, obligations, and provisions of each and every section and requirement of this Ordinance are for and shall inure solely to the benefit of the Owner.

B. Nothing in this Ordinance shall be deemed to allow the Owner 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.

C. Except as expressly modified by this Ordinance, Ordinance No. Z-12-19 remains in full force and effect; provided, however, that the approval of the Conditional Use Permits in Section 3 of this Ordinance is intended to replace and supersede the Previously Approved CUPs. In the event of a conflict between the provisions of Ordinance No. Z-12-19 on the one hand, and the provisions of this Ordinance on the other, the provisions of this Ordinance will control.

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 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 E*; and

C. at the Owner'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 Owner does not file with the City Clerk a fully executed copy of the unconditional agreement and consent referenced in Section 8.B of this Ordinance, within 60 days after the date of passage of this Ordinance by the City Council, the City Council shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

[SIGNATURE PAGE FOLLOWS]

PASSED this _____ day of _____, 2023.

APPROVED this _____ day of _____, 2023.

VOTE: AYES _____ NAYS _____ ABSENT _____

MAYOR

ATTEST:

CITY CLERK

Published in pamphlet form this
_____ day of _____, 2023.

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Ordinance Approving Conditional Use Permits (CU) at 820-848 Lee St.

Little Bulgarian School **Project Narrative**

April 2023

I. Executive Summary

Little Bulgarian School in Chicago (“**LBS**”) is the owner of the property generally located at 820-840 Lee Street in Des Plaines, Illinois (“**Subject Property**”). The Subject Property is improved with an existing school building (the “**School Building**”), an accessory surface parking lot, and two single-family residences.

LBS operates a cultural center in the School Building at the Subject Property known as the Little Bulgarian School (the “**School**”). The School is intended to (a) provide weekend classes and school activities to children of Bulgarian descent; (b) celebrate, promote, support, and educate about Bulgarian culture, arts, and history; (c) support and promote civic education, volunteerism, and community engagement; and (d) support the activities of other community, educational, and cultural groups and organizations.

LBS uses the School Building for “private school” and “commercially zoned assembly” uses, as those uses are defined in the Zoning Code of Des Plaines (“**Zoning Code**”) pursuant to Conditional Use Permits granted by the City of Des Plaines under Ordinance Z-12-19 (collectively, the “**CUPs**”). This Project Narrative sets forth details of the School’s/LBS’s private school and assembly operations under the CUPs.

II. Organizational History

LBS began operation in the school year 2005/2006 with total of 6 students. The organization was created mainly for Bulgarian children who wish to learn the Bulgarian language, history and culture. In 2010, LBS was recognized as a 501 (c) (3) non-profit organization by the US authorities allowing it grow even faster. As of 2018, LBS provides education services to more than 600 children in 2 facilities in Elk Grove Village and 1 in Mount Prospect. LBS is officially registered with the Bulgarian Ministry of Education and is entitled to issue certificates of graduation from grade 1st to 12th.

III. Intended Uses and Programming

Without limitation by other sections of this project narrative, the School intends to engage in the following types of uses at the Subject Property:

- 1) Classes and other school activities administered by the School.
- 2) Rehearsals, recitals, performances, and recreational and athletic activities administered by the School and involving its students, faculty, families, and/or alumni.
- 3) School fundraisers and Bulgarian cultural events open to people other than students, faculty, families, and alumni of the School, including events which involve the sale of tickets, service of catered food and alcoholic beverages (subject to obtaining a liquor license), playing of recorded music, and/or live performances by Bulgarian performers (including performers who are not students, faculty, families, or alumni of the School).
- 4) Traditional Bulgarian craft shows open to people other than students, faculty, families, and alumni of the School.
- 5) Historical, holiday, community, civic, and educational events and activities, such as election day events and guest speakers from Bulgaria, that are open to people other than students, faculty, families, and alumni of the School.
- 6) Recreational and athletic activities that are open to people other than students, faculty, families, and alumni of the School, such as pickup basketball games and tournaments.
- 7) Use of School classrooms, athletic facilities, and assembly spaces by third-party community, educational, and cultural groups and organizations, such as musical, dance, and theater programs, other local schools, and community residents and organizations, for classes, lessons, rehearsals, performances, recitals, and recreational and athletic activities.

*The School may rent or lend its facilities and assembly spaces to third parties when consistent with one or more of the above listed uses. The School does not intend to rent out its facilities and assembly spaces to third parties for any special events, performances, or shows that do not either: (a) support and promote the School; (b) celebrate, promote, support, and educate about Bulgarian culture, arts, and history; (c) support and promote civic education, volunteerism, and community engagement; or (d) support the activities of community residents and other community, educational, and cultural groups and organizations, such as musical, dance, and theater programs, other local schools, and community residents and organizations.

Programming Details

Without limitation of the Intended Uses described above, below are categories and descriptions of programming LBS intends to offer.

The below table summarizes the approximate days and times during which each programming category may occur and the primary areas of the School Building that each category may generally utilize. The table below is not a schedule of programming. On many days certain categories of programming may not occur or, if they occur, may occur during only a subset of the hours indicated in the table. The specific schedule of programming offered by LBS at any time will depend upon demand, available resources, seasonality, and other factors. On many days and during many times, numerous spaces within the School Building may not be utilized.

Programming Category	Spaces Utilized	Days / Times
Weekend Classes	Classrooms, craft space, library, gym	Sat-Sun / 9am-1pm or 11am-3pm
Weekday Preschool	Classrooms, craft space, library, gym	Mon-Fri / 7am -4pm
Weekday After School Classes	Classrooms, craft space, library, gym	Mon-Fri / 5:30pm-8pm
Weekday Full-Time School (potential future use)	Classrooms, craft space, library, gym	Mon-Fri / 7am -4pm
Special Events (limited frequency)	Gym, library	Mon – Thur / 5pm – 10pm Fri - Sat / 11am – 3pm or 5pm – 11pm Sun / 11am – 3pm or 5pm – 10pm
Recreational/gym use by local basketball group	Gym	Per request, subject to availability.

Each programming category will involve incidental use of the facility’s parking areas, and may involve incidental use of certain utility, locker/storage, common space, office, and administrative areas.

Programs will occasionally occur at the Subject Property simultaneously when programs are complimentary (e.g., a preschool recital during the weekday preschool program) or will not overburden the facility (e.g., an event in the gym at the same time as a small class in the library). Programming will generally be scheduled and sequenced to minimize the overlap of peak drop-off and pick-up activities for different programs.

A. Weekend Classes

LBS plans to offer weekend classes for up to 200 kids, depending on demand (currently, approximately 150 children attend weekend classes). On the weekend the classes will have up to

2 shifts – 9 am to 1 pm and 11 am to 3 pm, depending on demand and the parents' preference. For the weekend classes LBS plans to have up to 15 teachers / staff members on site, depending on the actual number of classes and students. Students will be dropped off and picked up by their parents at the back of the building as per the recommendations of the traffic study.

B. Weekday Preschool and After School/Evening Classes

In addition, in order to financially support the facility, LBS offers a weekday preschool program for younger children, after school programs, and weekday evening classes for adults.

The after school programs include math and science tutoring, folklore dance classes, and other child centered class activities. These activities are composed of 12-20 children per class session, with one instructor and the possibility of one helper. The after school classes range from 5:30PM to 8:00PM on weekdays, with up to approximately 2 to 3 classes offered at any given time, depending on demand. Students will be dropped off by their parents in the back of the building and picked up in the same manner.

For adults LBS offers weekday evening classes for citizenship and ESL, as well as folklore dances. Each class may have up to 2 instructors and approximately 15-30 adults attending, with up to approximately 3 classes offered at any given time, depending on demand.

C. Weekday School

In the future, LBS plans to offer a full-time weekday-based school program in the School Building. LBS would obtain any and all additional governmental licenses and approvals necessary in order to establish a full-time school.

D. Special Events

LBS plans to organize small gatherings / concerts / events to commemorate the holidays, normally with performances by the children from the School. At these events LBS estimates about 100 families attending. The events will be happening in the gym and may include, without limitation, events around the following dates/holidays:

1. First day of school – approximately 1st week of September
2. Bulgarian Unification Day – September 6th
3. Bulgarian Independence Day - September 22nd
4. Halloween
5. Day of the Bulgarian Revival Leaders - November 1st
6. Thanksgiving
7. Christmas
8. New Year's Eve

9. National Day (Day of Liberation) - March 3rd
10. International Women's Day - March 8th
11. Easter (Catholic & Orthodox)
12. St George's Day (Day of Bulgarian Army) – May 6th
13. St Cyril & Methodius Day (Day of Culture & Literacy) - May 24
14. International Children's Day – June 1st

E. Use of Gym

Currently the gym has been used by a local basketball team for many years. LBS will continue that relationship.

F. Office Space

Currently, LBS has no central location/office and this is preventing parents, teachers, foreign dignitaries, community leaders, and art performers to gather easily and exchange information and knowledge. LBS is relying on the Elk Grove Library for meetings, Elk Grove High School, Christus Victor Lutheran Church and Christian Life College classes, as well as the private residential homes of many of our parents and board members. LBS is committed of finding a permanent home to provide even better service to its students, faculty and the local community. LBS may use office, classroom, and meeting space at the Subject Property for these purposes.

G. Single Family Residences

LBS rents the two single-family residences at the Subject Property for residential use and has no plans to use them for any other uses.

The main development objectives of the facility are:

- Establish a main hub for all current activities offered by LBS in the Mount Prospect facility including Bulgarian weekend classes and all other after school activities.
- Positively influence the Des Plaines and nearby suburbs Slavic community, consisting of Macedonian, Serbian, Polish, Russian, Ukrainian and many other nationalities, by offering adults classes and activities.
- Community outreach center for all Slavic and other nationalities in the Des Plaines and nearby suburbs.
- Open 2 new FTE positions to manage the building in Des Plaines, attract new residents.
- Maintains high level of integrity and full transparency to the community.

Additional programming at the Subject Property may include the following services and programs:

- Children's Library and Book Share center.
- Food Pantry center.

- General Clothing provision program.
- Citizenship classes.
- Adult weekday evening language classes.
- Folklore and dance classes for kids and adults.
- Math and science tutoring.
- Pre- and afterschool programs.

IV. Parking and Pick-Up/Drop-Off Activities

A. Off-Street Parking

Pursuant to Ordinance Z-12-19, the City Council previously: (1) determined that 73 off-street parking spaces must be provided at the Subject Property under Section 12-9-7 of the Zoning Ordinance; and (2) approved a variation reducing the off-street parking requirement from 73 spaces to 63 spaces (the "**Variation**"). To calculate the 73 off-street parking spaces required by Section 12-9-7 of the Zoning Ordinance, the City applied the parking standards for a "commercially zoned assembly use – banquet hall" and a "high school," which are set forth in the table below. Importantly, the City applied the parking standard for a high school, which is more demanding than the standard for other types of schools, even though LBS does not currently operate any type of a full-time weekday school on the Subject Property. Fewer spaces would have been required under Section 12-9-7 of the Zoning Ordinance if the City had applied the parking standards for other types of schools. In any event, the Variation reduced the applicable requirement from 73 spaces to 63 spaces.

The City Council's previous parking analysis under Section 12-9-7 and Ordinance Z-12-19 remains valid. LBS continues to propose a mixture of assembly uses and school uses on the Subject Property. Pursuant to Section 12-9-7, the same parking standards apply and the required number off-street parking spaces, as varied by Ordinance Z-12-19, should not change. The accessory parking lot on the Subject Property currently has 63 parking spaces, which satisfies the requirements of Ordinance Z-12-19.

Zoning Code Parking Category	Zoning Code Parking Standard	Calculation (Application to LBS)
Commercially Zoned Assembly Use – Banquet Halls	1 space for every 200 SF of gross activity area	5,185 SF of gross activity area [x] 1 space per 200 SF = 25.9 spaces
High School	1 space for each classroom	13 classrooms [x] 1 space per classroom = 13 spaces

High School	1 space per 200 SF of office space	309 SF of office space [x] 1 space per 200 SF = 1.5 spaces
High School	1 space per 6 students based on maximum enrollment	200 students [x] 1 space per 6 students = 33.3 spaces

B. Pick-Up and Drop-Off

Pursuant to the Des Plaines Zoning Map, Section 12-13-3 of the Zoning Code, and Ordinance Z-12-19, the School is located in the C-5 Central Business District and its uses are categorized as “private school” and “commercially-zoned assembly.” Pursuant to Sections 12-9-7 and 12-9-9 of the Zoning Code, dedicated loading or pick-up/drop-off spaces are not required for a private school or commercially-zoned assembly use in the C-5 District. LBS has and will conduct pick-up, drop-off, and loading activities at the rear of the building adjacent to the parking lot in order to prevent any such activities from negatively impacting traffic on surrounding rights-of-way.

C. Parking Lot License Agreement and Activity at Immanuel Lutheran Church

Pursuant to the Parking Lot License Agreement between the Little Bulgarian School (“LBS”) and Immanuel Lutheran Church (“Parking Agreement”), LBS has the exclusive right to use the parking lot located at 854 Lee Street (the “Parking Lot”) at the following times: Mondays-Fridays from 6:39 p.m. until 11:30 p.m., Saturday from 1:30 p.m. until 11:59 p.m., and Sundays from 1:30 p.m. until 11:30 p.m. LBS and Immanuel Lutheran have extended the term of the Parking Agreement through at least August 31, 2025. The Parking Lot contains 28 parking spaces.

Pedestrians can safely travel between the LBS building and the Parking Lot by using the existing sidewalk, without crossing any public rights-of-way. The Parking Lot is located on the same side of Lee Street as the LBS building.

The most intensive activities at Immanuel Lutheran Church—it’s worship services—generally take place on Sunday mornings. Even during those hours, many visitors to Immanuel Lutheran Church use the parking lot at the rear of the church building (855 Lee Street), rather than the Parking Lot.

By contrast, Sunday mornings are one of the least active periods for the LBS. Certain relatively small classes may take place at the School on Sunday mornings, but those classes will not create material parking demand. The programs generating the greatest parking demand on the Subject Property will primarily take place during weekdays and evenings. LBS has found that the 63 spaces within the accessory parking lot on the Subject Property is sufficient to accommodate parking demand for the vast majority of its programs. LBS does not anticipate that to change. Infrequently, the 28 additional spaces in the Parking Lot may be used to accommodate greater parking demand related to a special event held in the late afternoon or evening.

V. Mission:

LBS is an educational and cultural center, the preferred choice in learning Bulgarian language, tradition and history, while also building children's tolerance and compassion for other cultures and languages. LBS also provides quality afterschool services for working families of all socio-economic levels in a nurturing environment to the local community.

VI. Vision:

LBS will strive to remain the best educational center to preserve the Bulgarian national and spiritual identity for future generations by inspiring passion for learning the Bulgarian language and keeping Bulgarian tradition alive.

Little Bulgarian School history of unique children teaching technics, via games, songs, drama and priority given to conversational speech, has proven to be the right growth strategy. The training relies exclusively on the most modern methods of language teaching, where students experience the joy of learning. The organization also performs social functions as it is often used as meeting place and community resource for the children as well as parents.

VII. Management Team:

Little Bulgarian School in Chicago is registered as a non-profit organization under state and federal authorities and it is managed by 5 board members with combined professional experience in the finance, legal and most importantly educational area of more than 135 combined years.

VIII. Market Position and Future Growth:

According to the 2000 Census there were 63K Bulgarians living in the State of Illinois and in the 2010 Census this number increase to 105K, or 70% higher in just 10 years. It is currently estimated that more than 150K Bulgarians permanently live in State of Illinois, with very high concentration in the Chicago Northwest suburbs like Des Plaines, many of which now started a family.

Based on the Bulgarian Ministry of Education for the 2018/2019 school year, there are total of 12 registered Bulgarian schools in Chicagoland with total of 1142 children enrolled. Little Bulgarian school represented total of 597 children, or a market share of 52%.

Given the current trend, it is expected that more and more young Bulgarians will continue to relocate to the Northwest suburbs from other states or Bulgaria, as Chicago metro is now the biggest Bulgarian community establishment in North America. Bulgarian families with young children will prefer to move in specifically to Des Plaines as there are many established Bulgarian daycares, restaurants, for example Balkanika, Mehanata, and Nick's Grill, two Bulgarian churches (St. Sophia Bulgarian Orthodox Church, New Life Evangelical Bulgarian Church), as well as many

ethnic grocery stores for example Malincho and Serdika. In addition, there are many organized year-round Bulgarian picnics, concerts and social events. All this shows that the need for Bulgarian schools in the area will continue to grow significantly, as well as the need for social-sport events and adult classes.

Little Bulgarian School is well positioned for strong growth in the future, and a permanent home and cultural hub will further fuel this growth to provide outstanding services to the local community, while also help families and children transition into the American society. Little Bulgarian School has proven thru out the years that it has positive cultural and development impact to the community and it is expected to do so even more in the future.

Conditional Use Permit Approval Standards

Applicant: Little Bulgarian School in Chicago

Subject Property: 820-852 Lee Street, Des Plaines, IL

Application: Amendment to Conditional Use Permits for Commercially Zoned Assembly Use and Private School

Per Section 12-3-4.E of the Des Plaines Zoning Ordinance

1. Standard: The proposed conditional use is in fact a conditional use established within the specific zoning district involved.

Response: Commercially Zoned Assembly Use and Private School are designated as Conditional Uses in the C-5 Central Business District (“*C-5 District*”) pursuant to Section 17-7-3(K) of the Des Plaines Zoning Ordinance.

The School operates commercially-zoned assembly and private school uses in accordance with the two Conditional Use Permits (collectively, the “*CUPs*”) granted pursuant to Des Plaines Ordinance Z-12-19. The proposed amendment to the CUPs (“*Proposed Amendment*”) will update and clarify the scope of the School’s assembly and school activities at the Subject Property.

2. Standard: The proposed conditional use is in accordance with the objectives of the city's comprehensive plan and this title.

Response: The Future Land Use Map included as Figure 2.1 of the Des Plaines Comprehensive Plan designates the Subject Property as “Institutional.” Institutional uses are defined in Chapter 2 of the Comprehensive Plan to include uses “that provide services to Des Plaines residents and the surrounding area...including schools, libraries, [and] community organizations.” The Applicant currently operates a cultural center within the school building at the Subject Property (“*School Building*”) known as the Little Bulgarian School (the “*School*”). The School provides educational, cultural, and recreational programs that promote Bulgarian heritage, enhance the diversity and character of the area, and serve the people in its community. These activities are consistent with the "Institutional" designation of the Subject Property under the Comprehensive Plan.

The School's activities are also consistent with purpose of the City's Zoning Ordinance. The School is located in the C-5 District which, pursuant to Section 2-7-3 of the Zoning Ordinance, is “intended to permit a broad range of commercial development necessary to serve the citizens of Des Plaines and neighboring areas.” The School provides programs and services that are intended to benefit residents of Des Plaines and neighboring areas.

3. Standard: 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.

Response: The School operates within and maintains the existing historic School Building , which contributes positively to the physical/design characteristics of the area. No physical change to the School Building is proposed.

The School operates educational, cultural, and community enrichment programs in a manner similar to the operations of the Immanuel Lutheran School that operated at the site prior to the establishment of the School.

Furthermore, the operation of the School is harmonious with other uses in the surrounding area, which includes a mix of office, religious/institutional, and multi-unit and residential uses. Specifically, the School's assembly operations are similar to those of the Immanuel Lutheran Church, which operates a religious assembly directly across the street from the Subject Property.

4. Standard: The proposed conditional use is not hazardous or disturbing to existing neighboring uses.

Response: The School's conditional uses are not hazardous or disturbing to, but rather, are consistent and compatible with existing neighboring uses.

The School is located along the active commercial Lee Street corridor and less than a mile from downtown Des Plaines. The School is immediately surrounded by a mix of office, religious/institutional, commercial, and multi-unit residential uses which are similar in intensity and impact. Specifically, the School's assembly and school programs produce activity similar in intensity and schedule to the programming offered at neighboring Plato Academy, GL Hills Funeral Home, and Immanuel Lutheran Church.

The Subject Property includes 63 on-site accessory parking spaces. The School also has access to 28 supplemental off-street parking spaces at 854 Lee Street pursuant to a Parking License Agreement with Immanuel Lutheran Church ("**Parking Agreement**"), for a total aggregate amount of 91 parking spaces.

Pursuant to Ordinance Z-12-19, the City Council previously: (a) determined that 73 off-street parking spaces must be provided at the Subject Property under Section 12-9-7 of the Zoning Ordinance; and (b) approved a variation reducing the off-street parking requirement from 73 spaces to 63 spaces (the "**Variation**"). To calculate the 73 off-street parking spaces required by Section 12-9-7 of the Zoning Ordinance, the City applied the parking standards for a "commercially zoned assembly use – banquet hall" and a "high school," which are set forth in the table below. Importantly, the City applied the parking standard for a high school, which is more demanding than the standard for other types of schools, even though LBS does not currently operate any type of a full-time weekday school on the Subject Property. Fewer spaces would have been required under Section 12-9-7 of the Zoning Ordinance if the City had applied the parking standards for other types of schools. In any event, the Variation reduced the applicable requirement from 73 spaces to 63 spaces.

While the Proposed Amendment updates and clarifies the scope of the School’s assembly and school uses, the City Council's previous parking analysis under Section 12-9-7 and Ordinance Z-12-19 remains valid. LBS continues to propose a mixture of assembly uses and school uses on the Subject Property. Pursuant to Section 12-9-7, the same parking standards apply and the required number off-street parking spaces, as varied by Ordinance Z-12-19, should not change. The accessory parking lot on the Subject Property currently has 63 parking spaces, which satisfies the requirements of Ordinance Z-12-19.

Functionally, the 91 spaces available to the School have proved more than sufficient to satisfy the School's parking needs throughout its time operating the Subject Property. LBS does not anticipate that to change.

Zoning Code Parking Category	Zoning Code Parking Standard	Calculation (Application to LBS)
Commercially Zoned Assembly Use – Banquet Halls	1 space for every 200 SF of gross activity area	5,185 SF of gross activity area [x] 1 space per 200 SF = 25.9 spaces
High School	1 space for each classroom	13 classrooms [x] 1 space per classroom = 13 spaces
High School	1 space per 200 SF of office space	309 SF of office space [x] 1 space per 200 SF = 1.5 spaces
High School	1 space per 6 students based on maximum enrollment	200 students [x] 1 space per 6 students = 33.3 spaces

- 5. Standard: 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.**

Response: In connection with the City's prior review and approval of the CUPs, the City’s Public Works, Engineering, Fire Prevention, Building, and Zoning Departments previously determined that the School Building is adequately served by essential public facilities . The Proposed Amendment will not materially change demand at the Subject Property for any public facilities or services.

- 6. Standard: 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.**

Response: The Proposed Amendment does not involve new construction or improvements or material expansion of the activities taking place on the Subject Property. The Proposed Amendment therefore will not materially change demand at the Subject Property for any public facilities or services, materially increase any public expense for public facilities and services, or impose any burdens on the City that would be detrimental to the economic welfare of the community.

- 7. Standard: 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.**

Response: The Proposed Amendment does not involve any construction or renovation activities at the Subject Property or any other activities that would involve harmful noises, materials, equipment, smoke, fumes, glare, or odors.

All of the proposed assembly activities will continue to take place inside of the School Building and all will continue to be managed by the School's professional staff in a manner designed to prevent excessive noise or traffic. The School's current and proposed activities are disbursed throughout the week and the vast majority of its most active programs occur during non-peak hours (weekend days and week nights). The School's programming will generally be scheduled and sequenced to minimize the overlap of peak drop-off and pick-up activities for different programs.

Traffic impacts are mitigated both by the Subject Property's ample parking and its access to transit. The Subject Property includes 63 off-street parking spaces which are further supplemented by 28 off-site spaces under the Parking Agreement (91 spaces in total). While the Proposed Amendment updates and clarifies the scope of the School's assembly and school uses, the updated and clarified uses do not alter any of the factors that determine the School's parking requirement under Section 12-9-7 of the Zoning Code and Ordinance Z-12-19. The 91 spaces have been sufficient to satisfy the School's parking needs throughout its time operating the Subject Property. The School does not anticipate this will change.

In addition, the Subject Property is located approximately 200 feet from a Pace bus station serving the 226, 230, and 250 Pace bus routes and approximately 1,500 feet from the Des Plaines Metra station. These alternative forms of transit have and will continue to mitigate any parking or traffic impacts associated with the School.

8. Standard: The proposed conditional use provides vehicular access to the property designed that does not create an interference with traffic on surrounding public thoroughfares.

Response: The Subject Property includes ample vehicular access for the School and will not cause interference with traffic on surrounding public thoroughfares. In connection with the original approval of the CUPs, the applicant constructed the parking, access, and related improvements depicted on the engineering plans previously approved by the City and re-submitted as part of this application. Those improvements are designed to provide vehicular access without causing traffic interference. The Subject Property includes approximately eight separate vehicular access points to the School's off-street parking facilities, including entrances from both Lee Street and the public alley. The School maintains its off-site Parking Agreement in order to continue to provide ample site access and parking.

9. Standard: The proposed conditional use does not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance.

Response: The Proposed Amendment does not involve any redevelopment activities of any kind and, therefore, does not risk the destruction, loss, or damage of any natural, scenic, or historic feature. Rather, the Proposed Amendment supports the preservation of historic features by enabling the Applicant to continue acting as a steward of the historic School Building.

10. Standard: The proposed conditional use complies with all additional regulations in this title specific to the conditional use requested.

Response: The Proposed Amendment complies with all regulations in the Zoning Ordinance related to the conditional uses and the variation granted in connection with the City's original approval of the CUPs.

LAND TITLE SURVEY

Order No. 1814691



SCALE 1" = 30'

PARCEL 1: THE NORTH 1/2 OF LOT 8 AND THE SOUTH 25 FEET OF LOT 7, ALL IN BLOCK 4 IN PARSON AND LEE'S ADDITION TO DES PLAINES, A SUBDIVISION IN SECTIONS 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE SOUTH 1/2 OF LOT 8 IN BLOCK 4 IN PARSON AND LEE'S ADDITION TO DES PLAINES, A SUBDIVISION IN SECTIONS 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

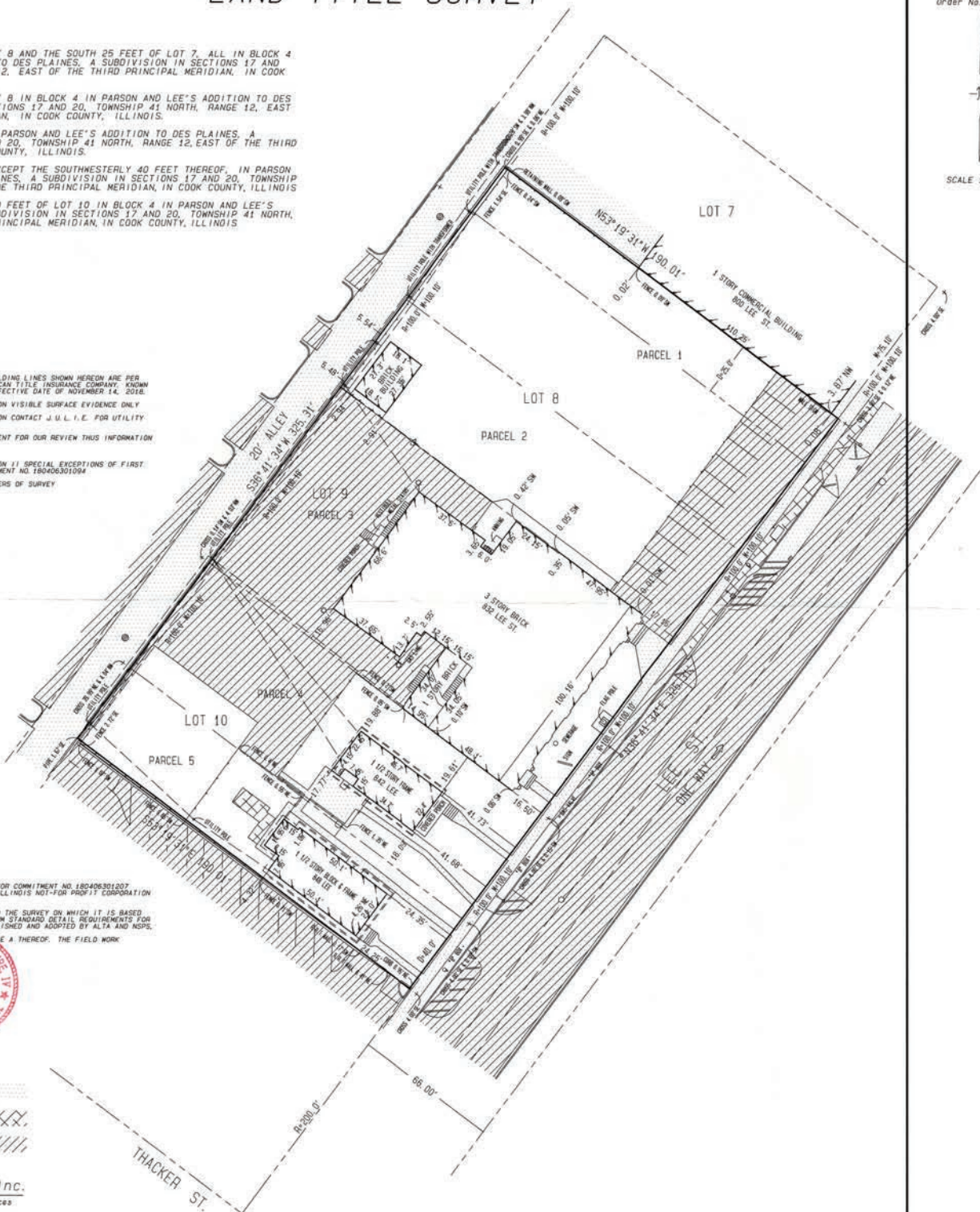
PARCEL 3: LOT 9 IN BLOCK 4 IN PARSON AND LEE'S ADDITION TO DES PLAINES, A SUBDIVISION IN SECTIONS 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4: LOT 10 IN BLOCK 4 EXCEPT THE SOUTHWESTERLY 40 FEET THEREOF, IN PARSON AND LEE'S ADDITION TO DES PLAINES, A SUBDIVISION IN SECTIONS 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5: THE SOUTHWESTERLY 40 FEET OF LOT 10 IN BLOCK 4 IN PARSON AND LEE'S ADDITION TO DES PLAINES, A SUBDIVISION IN SECTIONS 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

GENERAL NOTES:

1. THE LEGAL DESCRIPTION, EASEMENTS AND BUILDING LINES SHOWN HEREON ARE PER TITLE COMMITMENT PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, KNOWN AS COMMITMENT NO. 180406301207 WITH AN EFFECTIVE DATE OF NOVEMBER 14, 2018.
2. NOTE: UTILITY INFORMATION SHOWN IS BASED ON VISIBLE SURFACE EVIDENCE ONLY. WARNING: BEFORE BEGINNING ANY CONSTRUCTION CONTACT J.U.L.I.E. FOR UTILITY STAKING.
3. UTILITY LETTERS WERE NOT PROVIDED BY CLIENT FOR OUR REVIEW THIS INFORMATION CONTAINED THEREIN HAS NOT BEEN SHOWN.
4. EASEMENT PROVISIONS PER SCHEDULE B, SECTION 11 SPECIAL EXCEPTIONS OF FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NO. 180406301094. EXCEPTION 1 - 20 DOES NOT PERTAIN TO MATTERS OF SURVEY.



TO: FIRST AMERICAN TITLE INSURANCE COMPANY FOR COMMITMENT NO. 180406301207, LITTLE BULGARIAN SCHOOL OF CHICAGO, AN ILLINOIS NOT-FOR-PROFIT CORPORATION

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 7a, 8, 9, AND 11 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JANUARY 20, 2019.

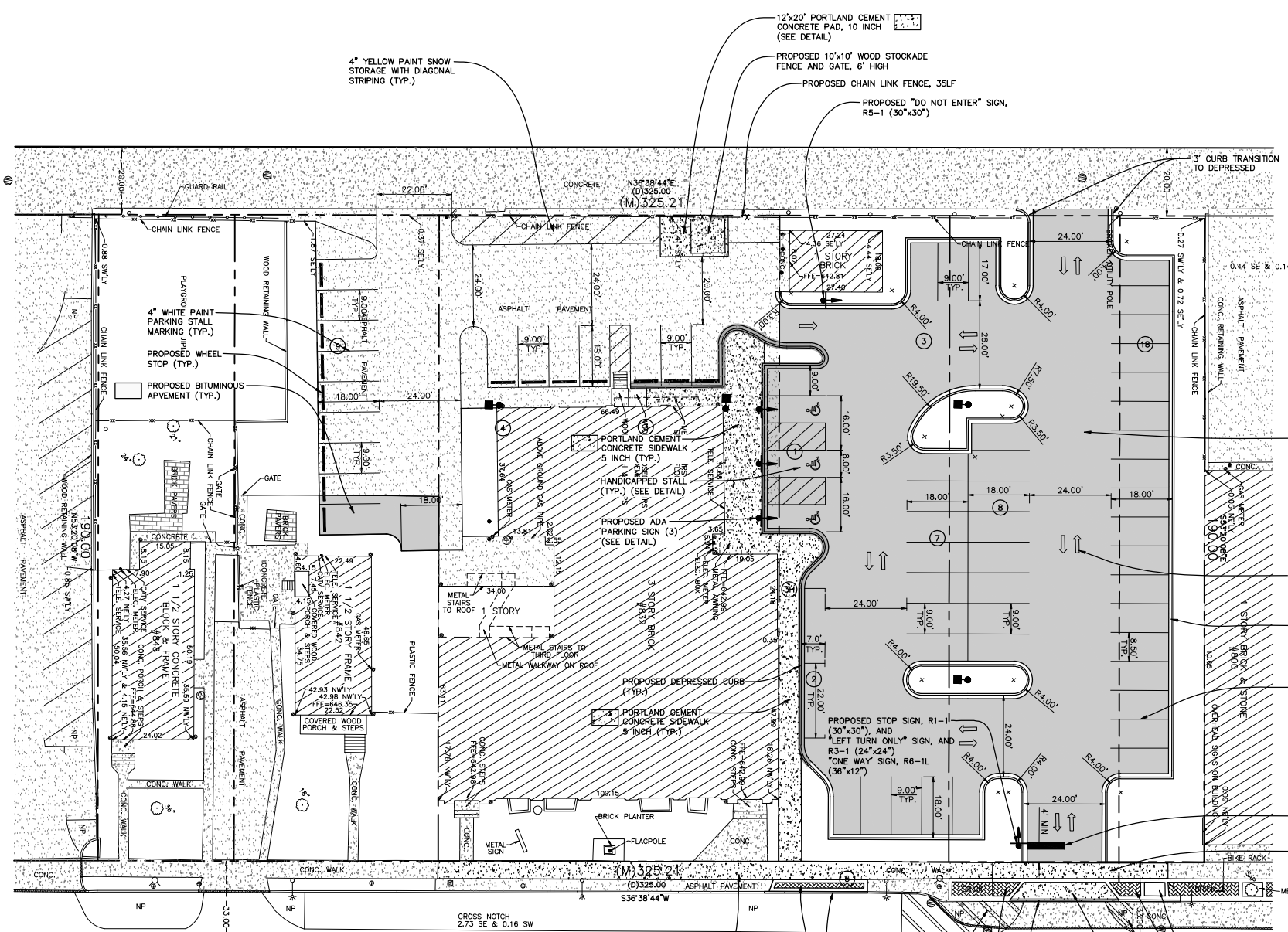
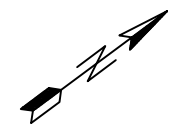
ISSUED ON: JANUARY 20, 2019



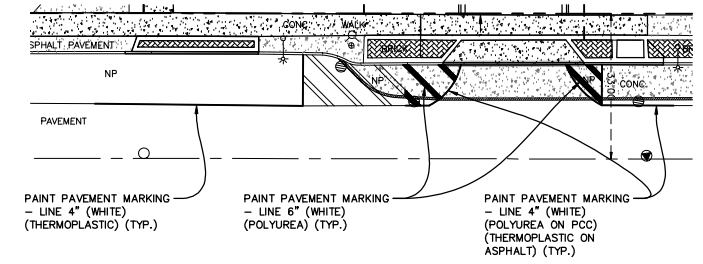
LEGEND

---	LIMITS OF BUILDING
---	R - RECORD
M	M - MEASURED
D	D - DEED
○	○ - FOUND IRON PIPE
○	○ - SET IRON PIPE
○	○ - HYDRANT
○	○ - LIGHT
○	○ - SANITARY MANHOLE
	CONCRETE
XXXXX	PAVERS
////	ASPHALT

LDI LAND DIVISIONS, Inc.
 Professional Surveying Services
 P.O. Box 825
 West Dundee, Illinois 60118
 (847) 941-8325 (847) 551-9171
 Fax (847) 551-9193



- LEGEND**
- = EX. PROPERTY LINE
 - = EX. LOT LINE
 - = EX. EASEMENT LINE
 - = EX. CENTER LINE
 - = EX. COMBINATION LINE
 - = EX. STORM LINE
 - W = EX. WATER LINE
 - E = EX. ELECTRIC LINE
 - G = EX. GAS LINE
 - OH = EX. OVERHEAD WIRE
 - = EX. POWER POLE W/OVERHEAD WIRE
 - = EX. FENCE LINE
 - = EX. CONCRETE CURB & GUTTER
 - = EX. DEP. CONCRETE CURB & GUTTER
 - = EX. 1 FOOT CONTOURS
 - = EX. MANHOLE
 - = EX. STORM CATCH BASIN/INLET
 - = EX. DOWNSPOUT
 - = EX. CLEANOUT
 - = EX. GAS METER
 - = EX. FIRE HYDRANT/AUX. VALVE
 - = EX. VALVE BOX
 - = EX. SIGN
 - = EX. UTILITY PEDESTAL
 - = EX. LIGHT POLE
 - = EX. SPOT ELEVATION
 - = EX. DECIDUOUS TREE
 - = PROP. B6.12 CURB AND GUTTER
 - = PROP. STORM MANHOLE
 - = PROP. CATCH BASIN/INLET
 - c.o. = PROP. CLEANOUT
 - = PROP. STORM SEWER
 - = PROP. PERF. STORM SEWER
 - = PROP. LIGHTING POLE AND FIXTURE
 - = PROP. SIGN



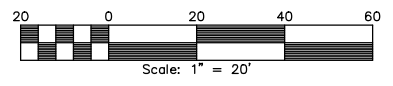
PROPOSED STRIPING FOR PARALLEL STREET PARKING DETAIL

PARKING SUMMARY

REGULAR STALLS:	60
ACCESSIBLE STALLS:	3
TOTAL:	63

REFERENCE BENCHMARKS:
 CITY OF DES PLAINES BENCHMARK 61
 MONUMENT SET IN CONCRETE AT NE CORNER OF PRAIRIE AVE. AND FIRST AVE., 75' E. OF R.R. TRACKS AND 12' N. OF E/P OF PRAIRIE AVE. ELEVATION = 640.23
 CITY OF DES PLAINES BENCHMARK 87
 CHISELED SQUARE ON THE SW CORNER OF CONCRETE MAST ARM BASE ON THE E. SIDE OF RIVER RD. AT ELLINWOOD ST. ELEVATION = 636.91

NOTE:
 NO STANDING OF CARS IN ALLEY ALLOWED.



DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
8/21/19	A.J.	PER CITY REVIEW			
11/18/19	A.Z.	FOR PERMIT			
4/10/20	A.J.	PER MWRD/IDOT REVIEW			

DRAWN BY: A.J.
CHECKED BY: A.K.
APPROVED BY: A.K.



ENGINEERING RESOURCE ASSOCIATES
 35701 WEST AVENUE, SUITE 150
 WARRENVILLE, ILLINOIS 60555
 PHONE (630) 393-3060
 FAX (630) 393-2152

10 S. RIVERSIDE PLAZA, SUITE 875
 CHICAGO, ILLINOIS 60606
 PHONE (312) 474-7841
 FAX (312) 474-6099

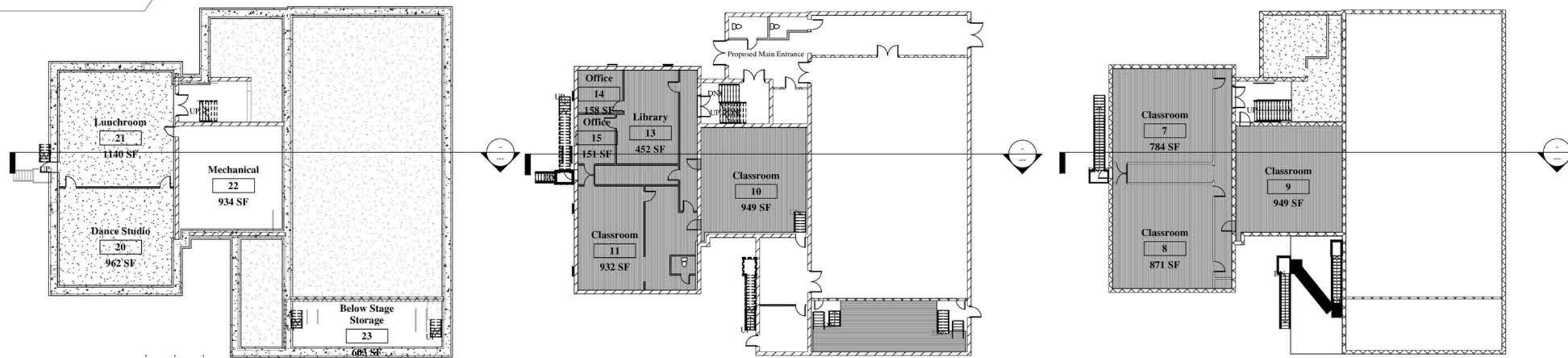
2416 GALEN DRIVE
 CHAMPAIGN, ILLINOIS 61821
 PHONE (217) 351-6268
 FAX (217) 355-1902

LITTLE BULGARIAN SCHOOL
832 LEE STREET
DES PLAINES, ILLINOIS

TITLE:

GEOMETRY PLAN

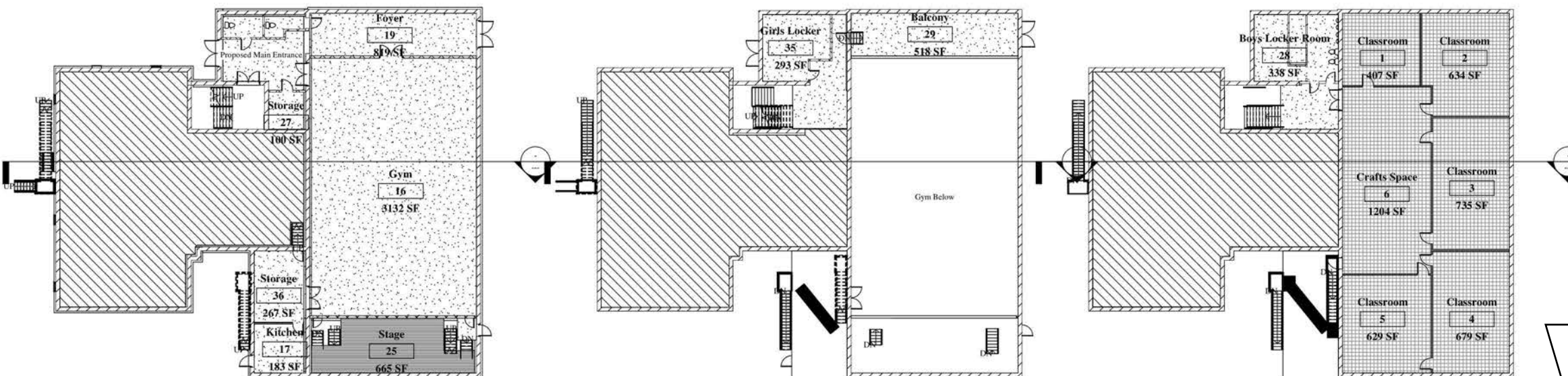
SCALE: 1" = 20'
DATE: AUGUST, 2019
JOB NO.: 190307
SHEET 3 OF 17



1 PROPOSED USE WEST LOWER LEVEL FLOOR
 1/16" = 1'-0"

2 PROPOSED USE WEST FIRST FLOOR
 1/16" = 1'-0"

3 PROPOSED USE WEST SECOND FLOOR
 1/16" = 1'-0"



4 PROPOSED USE MAIN FLOOR
 1/16" = 1'-0"

5 PROPOSED USE SECOND FLOOR
 1/16" = 1'-0"

6 PROPOSED USE THIRD FLOOR
 1/16" = 1'-0"

All classrooms and similar spaces will be used, as necessary, for school, educational, cultural, and other classroom activities identified in the revised Project Narrative.

Gym will be used for assembly uses and special events described in the revised Project Narrative.

As needed, stage will be used for assembly uses and special events described in the revised Project Narrative.

As needed, balcony will be used for assembly uses and special events described in the revised Project Narrative.

Little Bulgarian School Room Schedule. Grades 1-12.

Number	Name	Occupancy	Area	Occupants, per school schedule	Comments
1	Classroom	Education	407 SF	15	
2	Classroom	Education	634 SF	15	
3	Classroom	Education	735 SF	15	
4	Classroom	Education	679 SF	15	
5	Classroom	Education	629 SF	15	
6	Crafts Space	Education	1204 SF	20	Sewing, Folk Crafts, Student Drawing and Painting
7	Classroom	Education	784 SF	15	
8	Classroom	Education	871 SF	15	
9	Classroom	Education	949 SF	15	
10	Classroom	Education	949 SF	15	Citizenship, English Language, Afterschool Programs, i.e. Chess, Maths
11	Classroom	Education	932 SF	15	Citizenship, English Language, Afterschool Programs, i.e. Chess, Maths
13	Library	Education	452 SF	10	
14	Office	Education	158 SF	2	
15	Office	Education	151 SF	1	
16	Gym	Assembly	3132 SF	200, during special events	Sports, Plays, Mini-concerts; Folk/classical Concerts; Concerts, Plays not to be concurrent with classroom use
17	Kitchen	Education	183 SF	2	
19	Foyer	Education	819 SF	50, during dispersal to activities	
20	Dance Studio	Education	962 SF	20	Folk Dance Studio, Afterschool Programs
21	Lunchroom	Education	1140 SF	50	
22	Mechanical	Education	934 SF	1	
23	Below Stage Storage	Assembly	603 SF	1	
25	Stage	Assembly	665 SF	20	
27	Storage	Education	100 SF	1	
28	Boys Locker Room	Education	338 SF	6	
29	Balcony	Assembly	518 SF	34, during special events	
35	Girls Locker	Education	293 SF	6	
36	Storage	Assembly	267 SF	1	

Proposed Use of Spaces to Remain as Shown

Little Bulgarian School, 832
 Lee St, Des Plaines, IL

Existing Floor Plans

Project number 2019.01.A
 Date 04/15/2019
 Drawn by TAM
 Checked by Checker

A101

Scale 1/16" = 1'-0"

EXHIBIT E

UNCONDITIONAL AGREEMENT AND CONSENT

TO: The City of Des Plaines, Illinois ("*City*");

WHEREAS, Little Bulgarian School in Chicago ("*Owner*") is the owner of the property commonly known as 820-848 Lee Street, Des Plaines, Illinois ("*Subject Property*"); and

WHEREAS, Little Bulgarian School in Chicago ("*Petitioner*") applied to the City of Des Plaines for a conditional use permit to allow for the operation of commercially zoned assembly use and private schools ("*Conditional Use Permits*") on the Subject Property commonly known as 820-848 Lee Street, Des Plaines, Illinois ("*Subject Property*") pursuant to Section 12-7-3.F.3 and 12-7-3.K of the City of Des Plaines Zoning Ordinance of 1998, as amended; and

WHEREAS, Ordinance No. Z-10-23 adopted by the City Council of the City of Des Plaines on _____, 2023 ("*Ordinance*"), grants approval of the Conditional Use Permits, subject to certain conditions; and

WHEREAS, the Owner desires to evidence to the City its unconditional agreement and consent to accept and abide by each of the terms, conditions, and limitations set forth in said Ordinance, and its consent to recording the Ordinance and this Unconditional Agreement and Consent against the Subject Property;

NOW, THEREFORE, the Owner does hereby agree and covenant as follows:

1. The Owner hereby unconditionally agrees to accept, consent to and abide by all of the terms, conditions, restrictions, and provisions of that certain Ordinance No. Z-10-23, adopted by the City Council on _____, 2023.
2. The Owner acknowledges and agrees that the City is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the City's review and approval of any plans for the Subject Property, or the issuance of any permits for the use and development of the Subject Property, and that the City's review and approval of any such plans and issuance of any such permits does not, and shall not, in any way, be deemed to insure the Owner against damage or injury of any kind and at any time.
3. The Owner acknowledges that the public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the procedures required by Section 12-4-7 of the City's Zoning Ordinance are followed.

4. The Owner agrees to and do hereby hold harmless and indemnify the City, the City's corporate authorities, and all City elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with (a) the City's review and approval of any plans and issuance of any permits, (b) the procedures followed in connection with the adoption of the Ordinance, (c) the development, construction, maintenance, and use of the Subject Property, and (d) the performance by the Owner of its obligations under this Unconditional Agreement and Consent.

5. The Owner hereby agrees to pay all expenses incurred by the City in defending itself with regard to any and all of the claims mentioned in this Unconditional Agreement and Consent. These expenses shall include all out-of-pocket expenses, such as attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employees of the City.

ATTEST:

**LITTLE BULGARIAN SCHOOL IN
CHICAGO**

By: _____

By: _____

Title: _____

Title: _____