



## CITY COUNCIL AGENDA

Monday, June 5, 2023  
Regular Session – 7:00 p.m.  
Room 102

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### CALL TO ORDER

### REGULAR SESSION

ROLL CALL

PRAYER

PLEDGE OF ALLEGIANCE

### PROCLAMATION

LGBTQIA+ PRIDE MONTH

### PUBLIC COMMENT

(matters not on the agenda)

### ALDERMEN ANNOUNCEMENTS/COMMENTS

### MAYORAL ANNOUNCEMENTS/COMMENTS

### CITY CLERK ANNOUNCEMENTS/COMMENTS

### MANAGER'S REPORT

### CITY ATTORNEY/GENERAL COUNSEL REPORT

**CONSENT AGENDA**

1. **SECOND 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. **SECOND READING – ORDINANCE Z-10-23:** 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
3. **RESOLUTION R-104-23:** Waiving Competitive Bidding and Approving the Purchase of Cisco 9300 Series Switches from IT Savvy, LLC, Chicago, Illinois in the Amount of \$97,873.14. Budgeted Funds – IT Replacement/Computer Hardware.
4. **RESOLUTION R-105-23:** Approving the Upfitting of Two Ford Truck Chassis from Regional Truck Equipment, Addison, Illinois in the Amount of \$57,021. Budgeted Funds – Vehicle Replacement.
5. **RESOLUTION R-106-23:** Awarding the Bid for 2023 Thermoplastic/Epoxy Pavement Markings and Raised Reflector Pavement Marker Replacement Contract to Superior Road Striping, Inc., Melrose Park, Illinois in the Amount of \$135,060.20. Budgeted Funds – Motor Fuel Tax/Other Services.
6. **RESOLUTION R-107-23:** Adopting Alternative City Message Display Terms for the Proposed Electronic Message Board (EMB) Billboard Sign in Lot 4 of Mannheim-Pratt Commercial Development
7. **RESOLUTION R-108-23:** Approving Task Order #25 with Argon Electric Company, Inc., Buffalo Grove, Illinois in the Not-to-Exceed Amount of \$33,780.00 for the Replacement of an Existing Category 5 Environment to a New Category 6 Environment. Budgeted Funds – IT Computer Hardware Replacement Fund.
8. **RESOLUTION R-96-23:** Approving Task Order No. 3 with Christopher B. Burke Engineering to Perform Design Engineering Services for Craig Manor Subdivision Drainage Improvements
9. Minutes/Regular Meeting – May 15, 2023
10. Minutes/Closed Session – May 15, 2023

**UNFINISHED BUSINESS**

n/a

**NEW BUSINESS**

1. **FINANCE & ADMINISTRATION** – Alderman Dick Sayad, Chair
  - a. Warrant Register in the Amount of \$3,467,989.60 – **RESOLUTION R-109-23**

2. COMMUNITY DEVELOPMENT – Alderman Colt Moylan, Chair
  - a. Consideration of an Additional Extension and Amendments to a Temporary Abeyance of Enforcement for Commercial Parking at 3001 Mannheim Road (Holiday Inn Express and Suites, Orchards at O’Hare) – **RESOLUTION R-110-23**
  - b. Discussion and Consideration of a Business Assistance Request from Foxtail on the Lake, 1177 Howard

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

**ADJOURNMENT**

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

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



OFFICE OF THE MAYOR

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

MEMORANDUM

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

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At the beginning of the June 5, 2023 City Council Meeting, we will be issuing a Proclamation declaring the month of June as Pride Month.

**OFFICE OF THE MAYOR**

**CITY OF**

**DES PLAINES, ILLINOIS**

**WHEREAS,** *individuals who identify as Lesbian, Gay, Bisexual, Transgender, Queer, Intersex, and Asexual (LGBTQIA+) collectively celebrate Pride Month nationwide each year in June; and*

**WHEREAS,** *the month of June was chosen to commemorate the dedication and bravery of those who led the 1969 uprising at the Stonewall Tavern in Greenwich Village, which sparked the modern LGTBQIA+ liberation movement; and*

**WHEREAS,** *all people, regardless of age, disability, gender identity, race, color, religion, marital status, national origin, or sexual orientation, have the right to be treated based on their intrinsic value as human beings; and*

**WHEREAS,** *the LGBTQIA+ community has made great strides forward, but equality, inclusion, and acceptance still need to be fully achieved. We must practice these values and teach them to future generations; and*

**WHEREAS,** *the City of Des Plaines believes in working together with all members of our community to facilitate open relationships and provide safety, dignity, and a welcoming environment for our residents and visitors; and*

**WHEREAS,** *the City recognizes that it is imperative that all people in our community, regardless of sexual orientation or gender identity, feel valued, safe, empowered, and supported by their peers, educators, and community leaders; and*

**WHEREAS,** *the City of Des Plaines joins the LGBTQIA+ community in a celebration of diversity and unity and remains committed to treating all people with fairness and respect; and*

*Now, therefore, I, ANDREW GOCZKOWSKI, MAYOR OF THE CITY OF DES PLAINES, do hereby proclaim the month of June as*

**PRIDE MONTH**

*Dated this 5<sup>th</sup> day of June, 2023*

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*Andrew Goczkowski, Mayor*



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: 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

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**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](mailto:MJDUBOIS@DUCOLLC.COM) PH: 410-924-1004

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



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

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**Main Information**

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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

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### Qty Description

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

## Misc Machine Options

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### Qty Description

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

## Misc Accessories

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### 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

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### Qty Description

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

## Truck Chassis Information

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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
<b>Price Level</b>		
SD PRL-27D (EFF:MY24 ORDERS)		
<b>Data Version</b>		
SPECPRO21 DATA RELEASE VER 033		
<b>Vehicle Configuration</b>		
108SD CONVENTIONAL CHASSIS	6,829	3,748
2024 MODEL YEAR SPECIFIED		
SET BACK AXLE - TRUCK		
STRAIGHT TRUCK PROVISION		
LH PRIMARY STEERING LOCATION		
<b>General Service</b>		
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



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

Description	Weight Front	Weight Rear
<b>Truck Service</b>		
SEWER/INDUSTRIAL VACUUM BODY VAC CON		
<b>Engine</b>		
CUM L9 270 HP @ 2200 RPM; 2200 GOV RPM, 860 LB-FT @ 1200 RPM		
<b>Electronic Parameters</b>		
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		
<b>Engine Equipment</b>		
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		

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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

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		

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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

**Prepared for:**  
 Todd Masley  
 VAC CON BB  
 969 HALL PARK RD  
 GREEN COVE SPRINGS, FL 32043  
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 TOM NEHL  
 417 S EDGEWOOD AVENUE  
 JACKSONVILLE, FL 32254  
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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)		
<b>Front Axle and Equipment</b>		
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		

**Prepared for:**  
 Todd Masley  
 VAC CON BB  
 969 HALL PARK RD  
 GREEN COVE SPRINGS, FL 32043  
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 Bret Catto  
 TOM NEHL  
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Description	Weight Front	Weight Rear
MINERAL SAE 80/90 FRONT AXLE LUBE		
<b>Front Suspension</b>		
14,600# FLAT LEAF FRONT SUSPENSION	250	
GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION		
FRONT SHOCK ABSORBERS		
<b>Rear Axle and Equipment</b>		
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)		
<b>Rear Suspension</b>		
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)		

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 969 HALL PARK RD  
 GREEN COVE SPRINGS, FL 32043  
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 417 S EDGEWOOD AVENUE  
 JACKSONVILLE, FL 32254  
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Description	Weight Front	Weight Rear
<b>Brake System</b>		
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	
<b>Trailer Connections</b>		
UPGRADED CHASSIS MULTIPLEXING UNIT		
<b>Wheelbase &amp; Frame</b>		
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		

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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
<b>Chassis Equipment</b>		
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		
<b>Fuel Tanks</b>		
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	
<b>Tires</b>		
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
<b>Hubs</b>		
CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
<b>Wheels</b>		
ALCOA ULTRA ONE 89U64X 22.5X9.00 10-HUB PILOT 5.99 INSET ALUMINUM FRONT WHEELS	-28	

Prepared for:  
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 VAC CON BB  
 969 HALL PARK RD  
 GREEN COVE SPRINGS, FL 32043  
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 Bret Catto  
 TOM NEHL  
 417 S EDGEWOOD AVENUE  
 JACKSONVILLE, FL 32254  
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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		
<b>Cab Exterior</b>		
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		

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 TOM NEHL  
 417 S EDGEWOOD AVENUE  
 JACKSONVILLE, FL 32254  
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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		
<b>Cab Interior</b>		
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	

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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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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		

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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 <sup>†</sup>	7439 lbs	4357 lbs	11796 lbs
Total Weight <sup>†</sup>	7439 lbs	4357 lbs	11796 lbs

**Extended Warranty**

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

**Prepared for:**  
Todd Masley  
VAC CON BB  
969 HALL PARK RD  
GREEN COVE SPRINGS, FL 32043  
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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.

**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

## 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

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

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

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 TOM NEHL  
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 JACKSONVILLE, FL 32254  
 Phone: 9043893653

## 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  
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TOM NEHL  
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JACKSONVILLE, FL 32254  
Phone: 9043893653

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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 VAC CON BB  
 969 HALL PARK RD  
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 Phone: 904-284-4200

**Prepared by:**  
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 TOM NEHL  
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 Phone: 9043893653

**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.

**Prepared for:**  
 Todd Masley  
 VAC CON BB  
 969 HALL PARK RD  
 GREEN COVE SPRINGS, FL 32043  
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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	

**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

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.

**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

## 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.

**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

**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.

**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  
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JACKSONVILLE, FL 32254  
Phone: 9043893653

**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



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.

<b>Use</b>	<b>Types of Activities</b>	<b>Hours of Operation</b>	<b>Spaces Utilized</b>	<b>Maximum # of Occupants</b>
Assembly uses <sup>1</sup>	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 <sup>1</sup>	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 <sup>2</sup>	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 <sup>3</sup>	Residential rental	N/A	Houses	N/A

<sup>1</sup> Requires conditional use

<sup>2</sup> 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.

<sup>3</sup> 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.

<b>Use</b>	<b>Floor Area</b>	<b>Required parking<sup>2</sup></b>
Assembly uses community centers, banquet halls and membership organizations	3678.5 square feet <sup>1</sup>	19 spaces
Private School	13 classrooms	13 spaces
	Max enrollment: 200 students	+
	Offices: 309 square feet	2 spaces
		+
		34 spaces
	<b>Total</b>	<b>67 spaces</b>
<sup>1</sup> Excludes floor area for mechanical room and a percentage of storage areas		
<sup>2</sup> 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:**

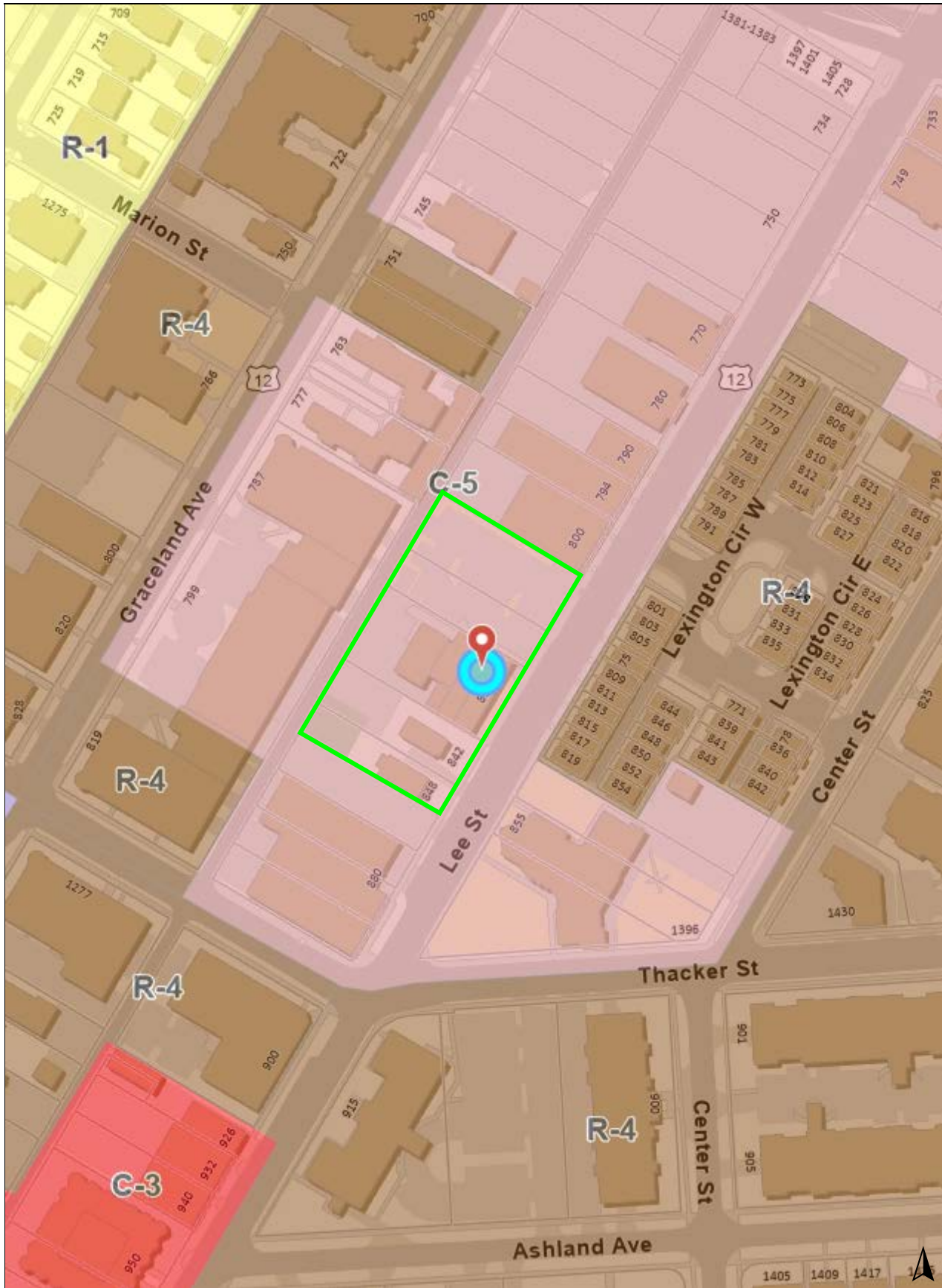
1. The operation of the commercially zoned assembly and private school uses shall be located only within the School Building at 832 Lee Street. The Single-Family Homes shall not be used for commercially zoned assembly or private school uses.
2. Any expansion of any use shall require the Petitioner to 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:**

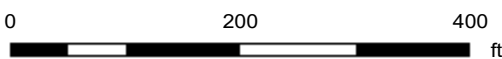
- Attachment 1: Location Map
- Attachment 2: Site and Context Photos
- Attachment 3: 2019 Traffic Study Prepared by KLOA
- Attachment 4: Parking Agreement for 854 Lee Street
- Attachment 5: Original 2019 Ordinance – Z-12-19
- Attachment 6: PZB Chairman Szabo Memo to Mayor and City Council
- Attachment 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.

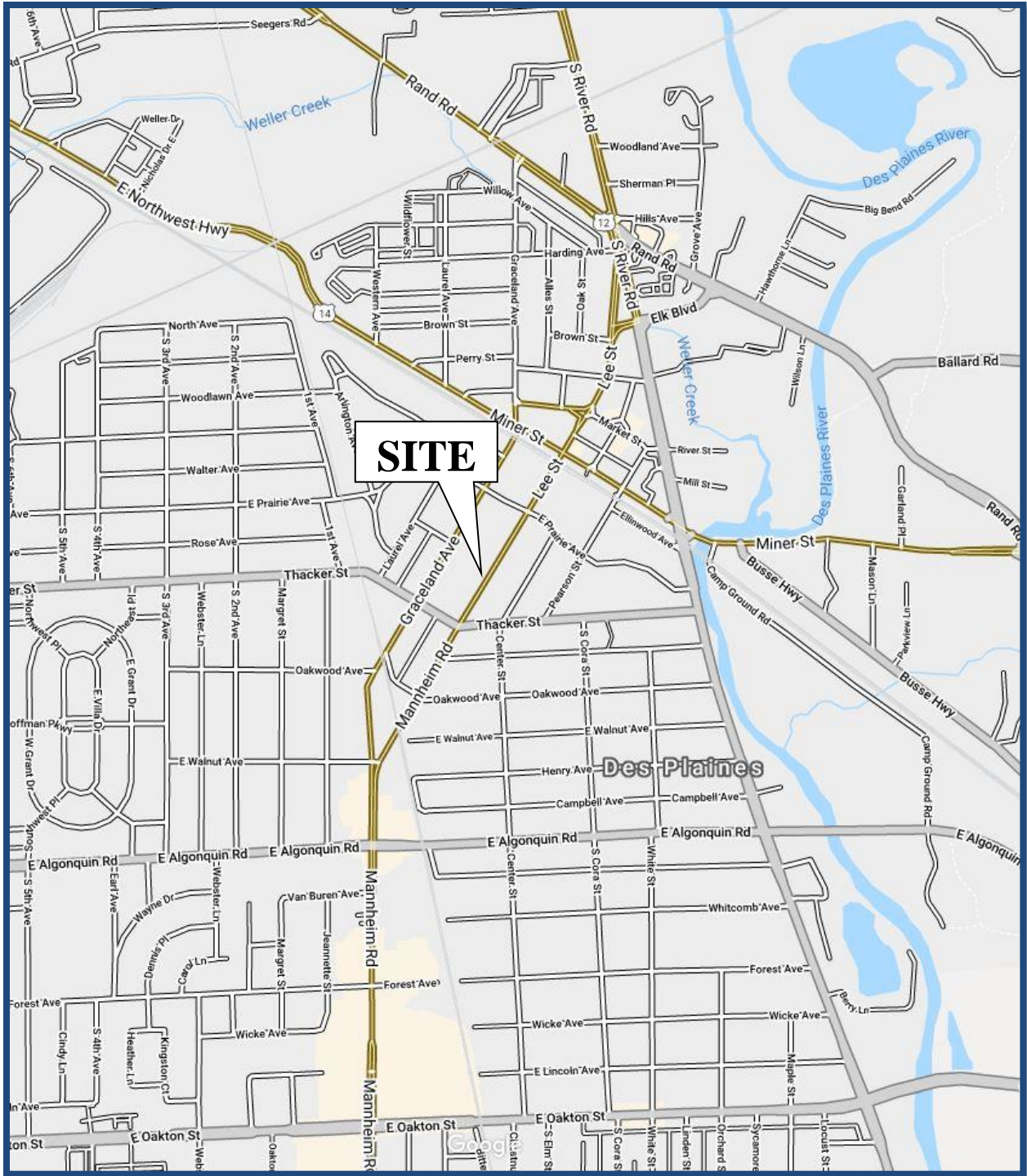
The purpose of this study was to examine background traffic conditions, assess the impact that the proposed school will have on traffic conditions in the area, determine if any roadway or access improvements are necessary to accommodate traffic generated by the proposed school, and evaluate the adequacy 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

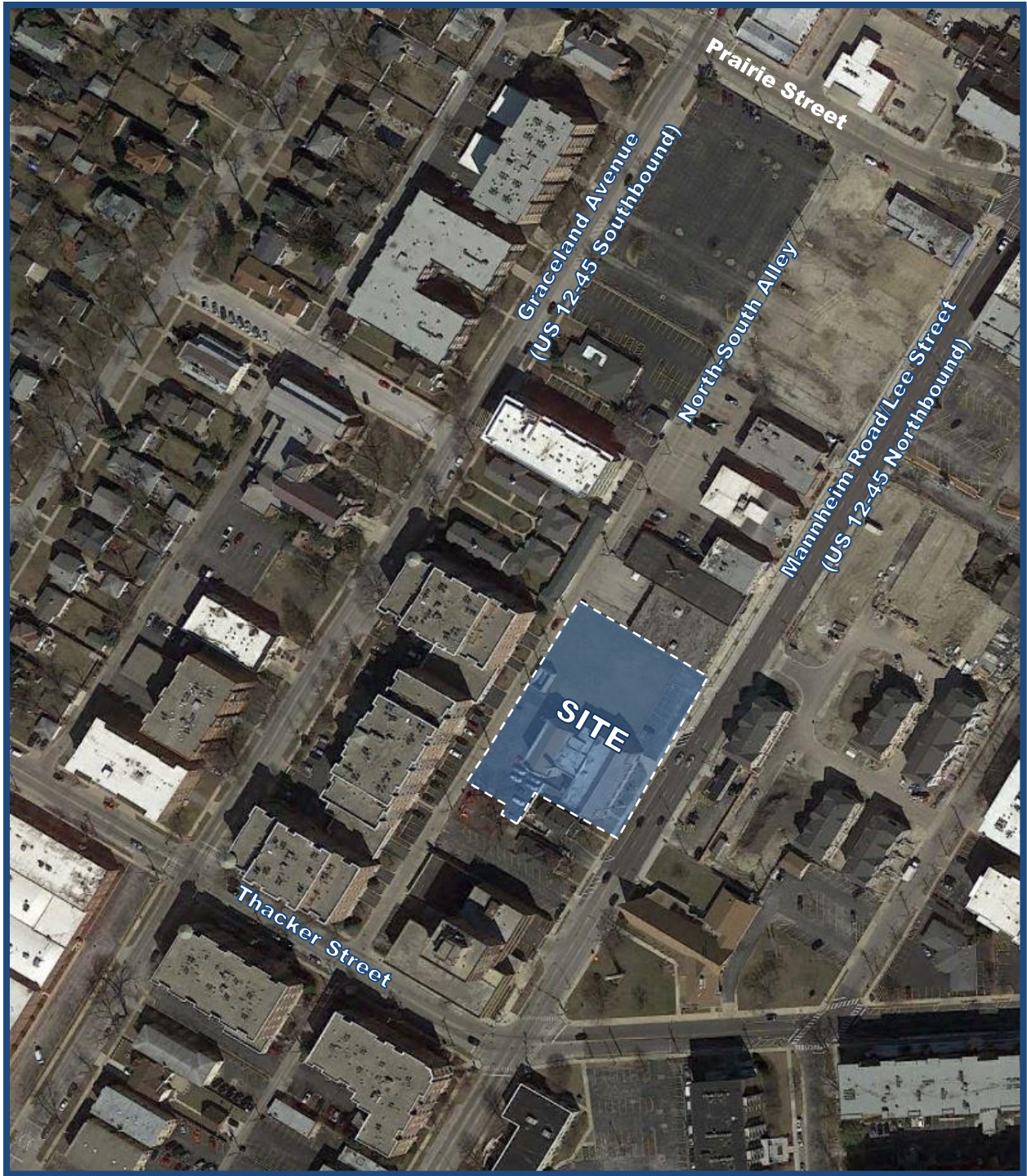
Traffic capacity analyses were conducted for the weekday morning, weekday evening, and Saturday midday peak hours for the following conditions:

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

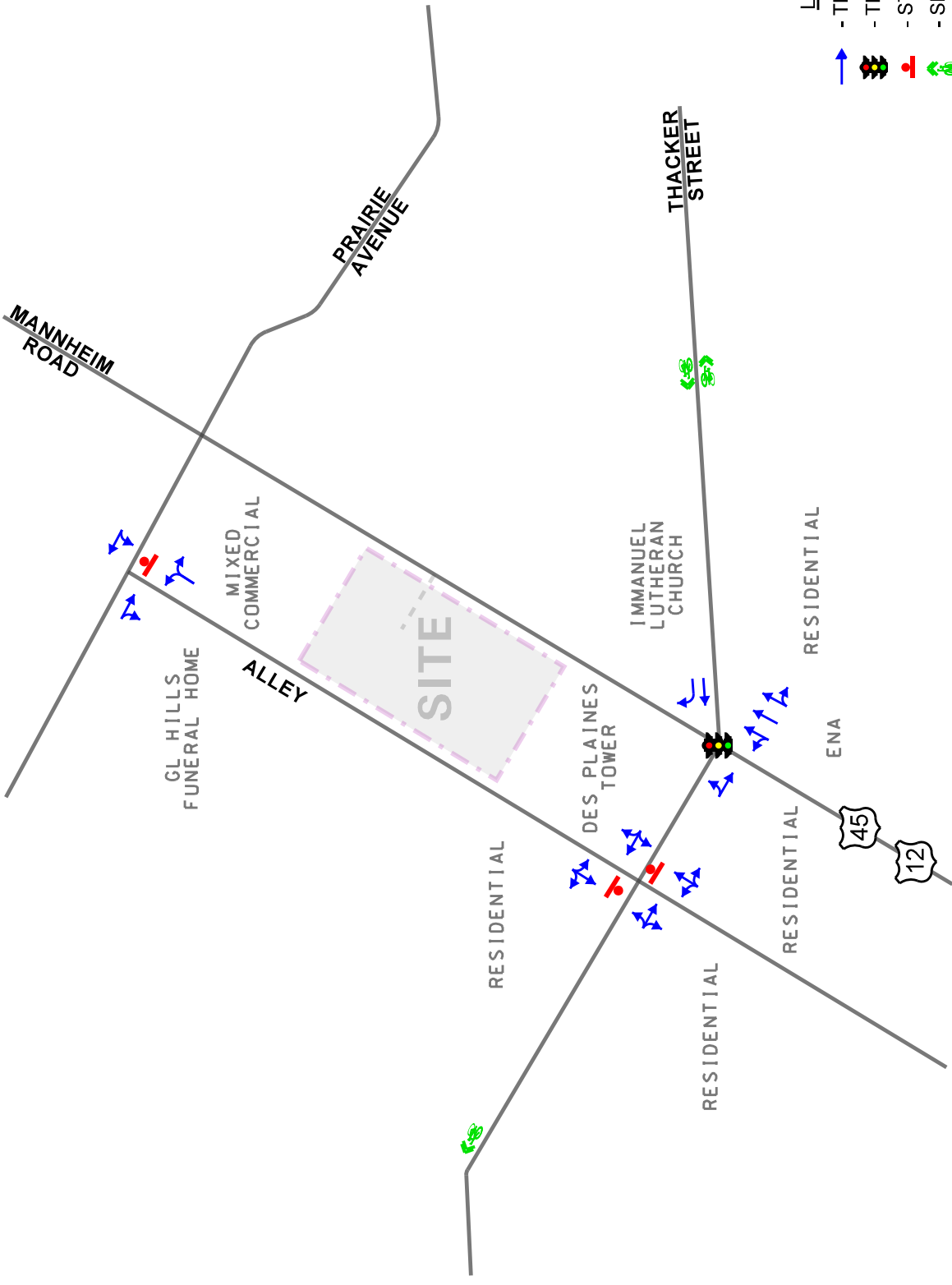
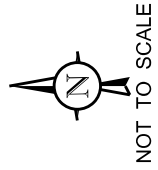
The site, which currently contains the vacant Immanuel Lutheran School building, is located on the west side of Mannheim Road/Lee Street approximately 350 feet north of Thacker Street. The site is bounded by a vacant retail building to the north, Mannheim Road/Lee Street to the east, an Immanuel Lutheran 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

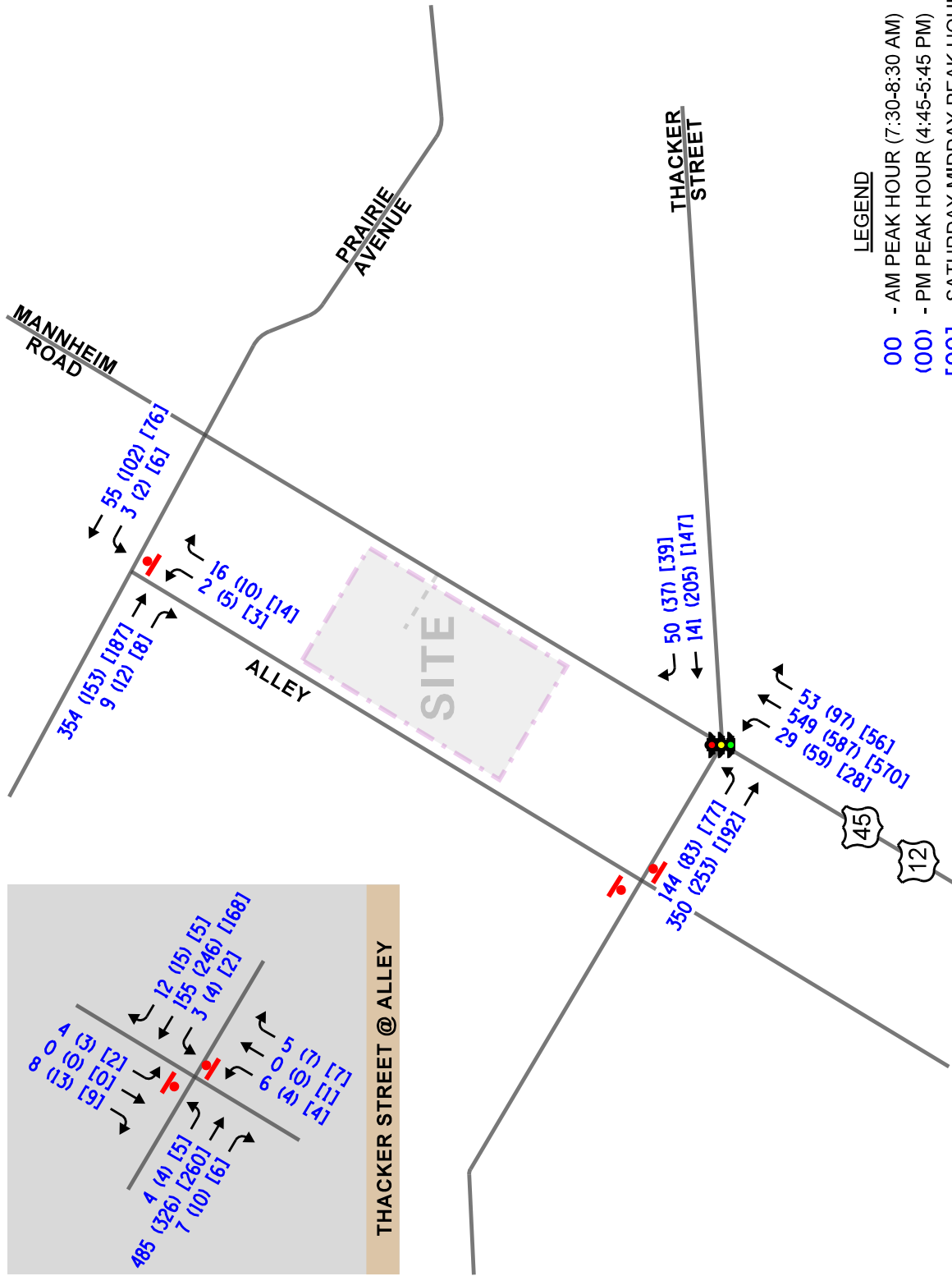
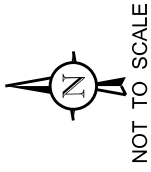
Little Bulgarian School  
Des Plaines, Illinois

*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

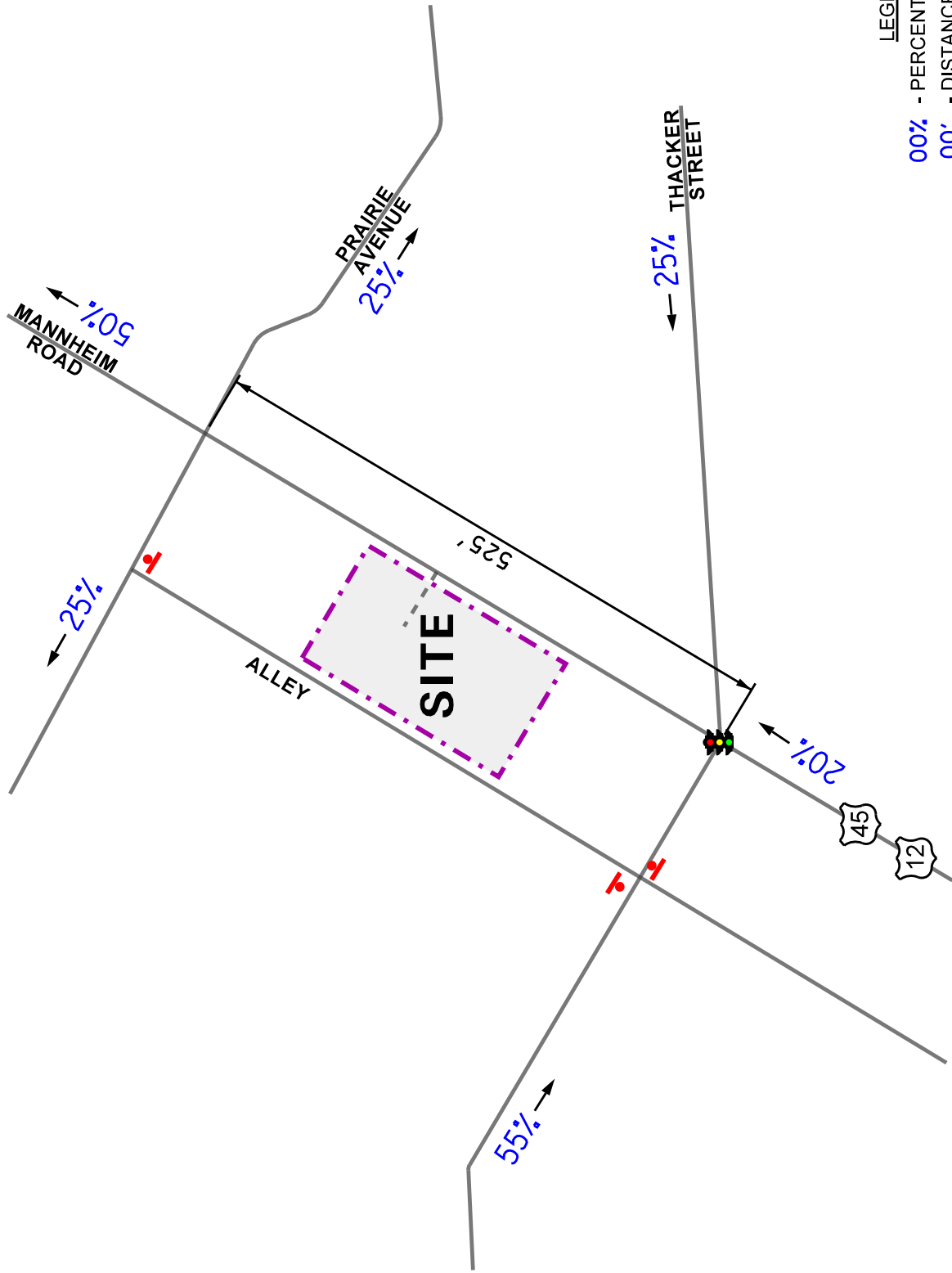
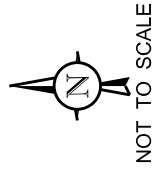
The directions from which employees, students, and parents will approach and depart the site were estimated based on existing travel patterns, as determined from the traffic counts. **Figure 5** illustrates the directional distribution of the school-generated traffic.

## 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
<b>Total</b>	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

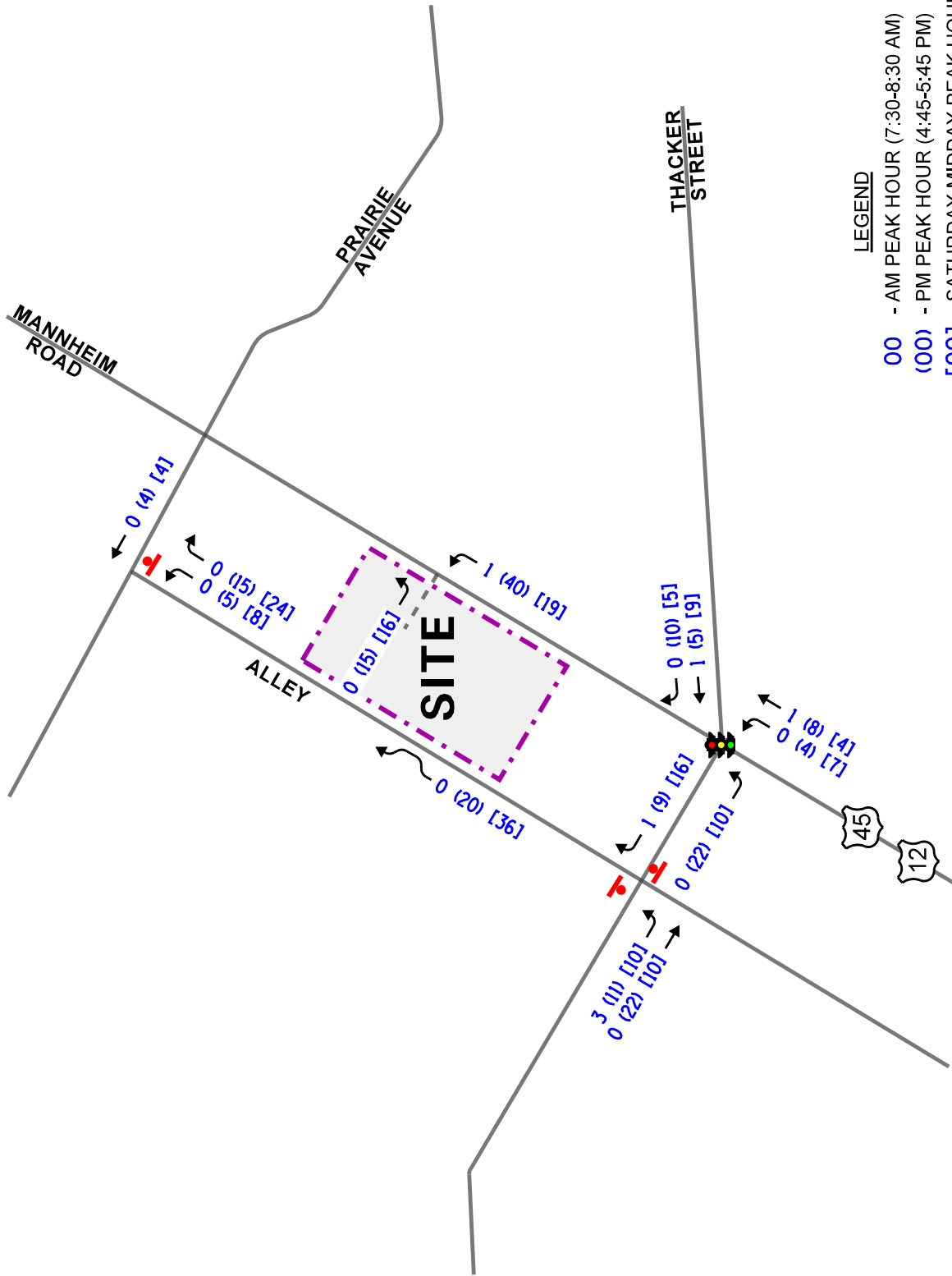
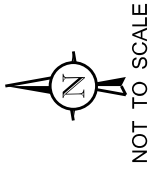
The estimated weekday morning, weekday evening, and Saturday midday peak hour traffic volumes that will be generated by the proposed school were assigned to the roadway system in accordance with the previously described directional distribution (Figure 5). The traffic assignment for the school is illustrated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



**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)

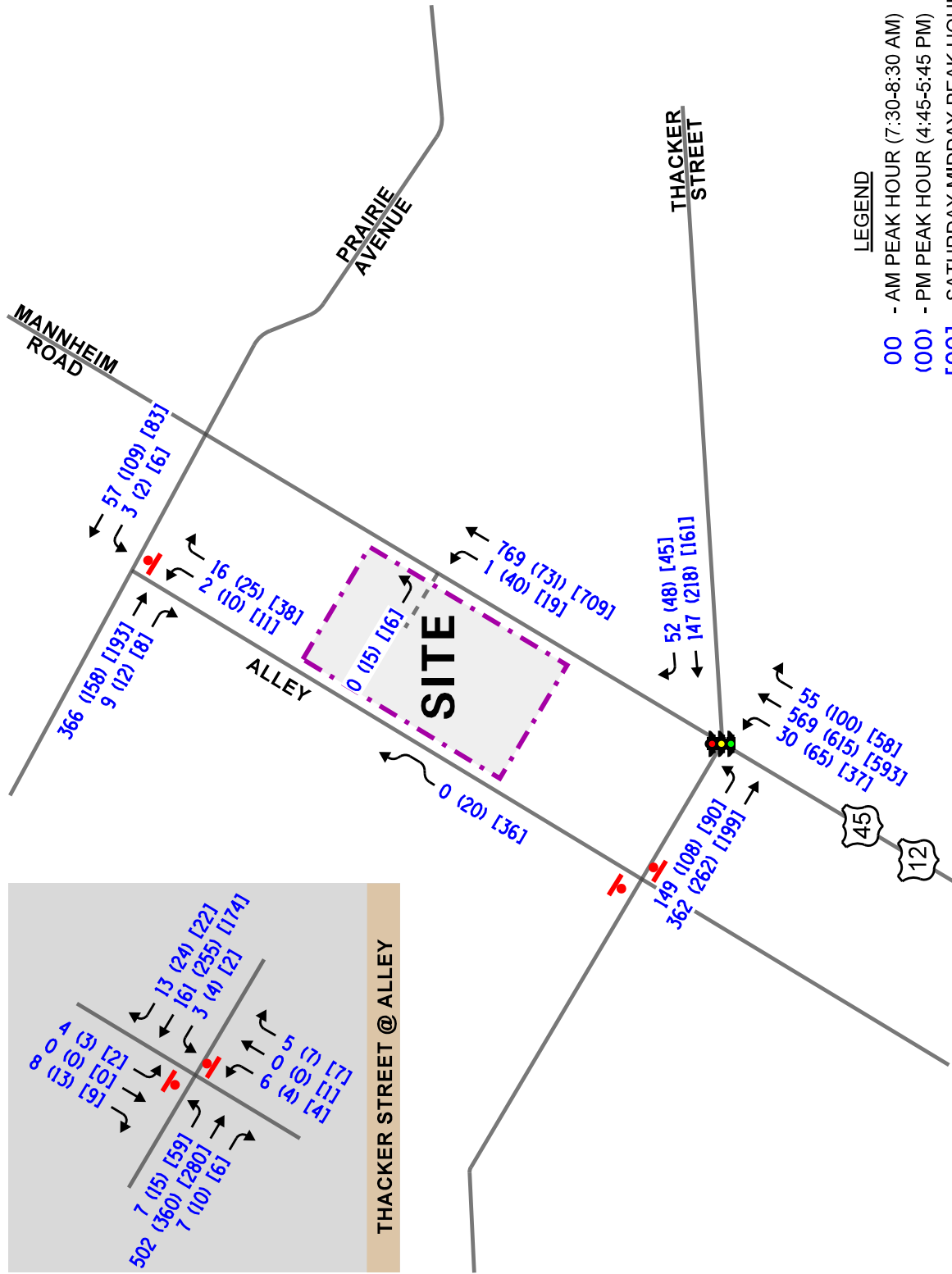
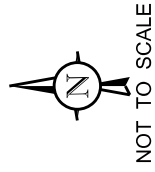
Little Bulgarian School  
Des Plaines, Illinois

Estimated Site-Generated Traffic Volumes



Job No: 18-260

Figure: 6



**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)*, 6<sup>th</sup> 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
<b>Thacker Street with North-South Alley</b>						
• 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
<b>Prairie Avenue with North-South Alley</b>						
• 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
<b>Thacker Street with North-South Alley</b>						
• 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
<b>Prairie Avenue with North-South Alley</b>						
• Westbound Left Turns	A	8.1	A	7.7	A	7.7
• Northbound Approach	B	11.0	B	10.0	B	10.7
<b>Mannheim Road/Lee Street with the Proposed Access</b>						
• 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 95<sup>th</sup> 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.

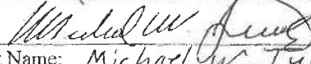
[Signatures appear on following page]

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

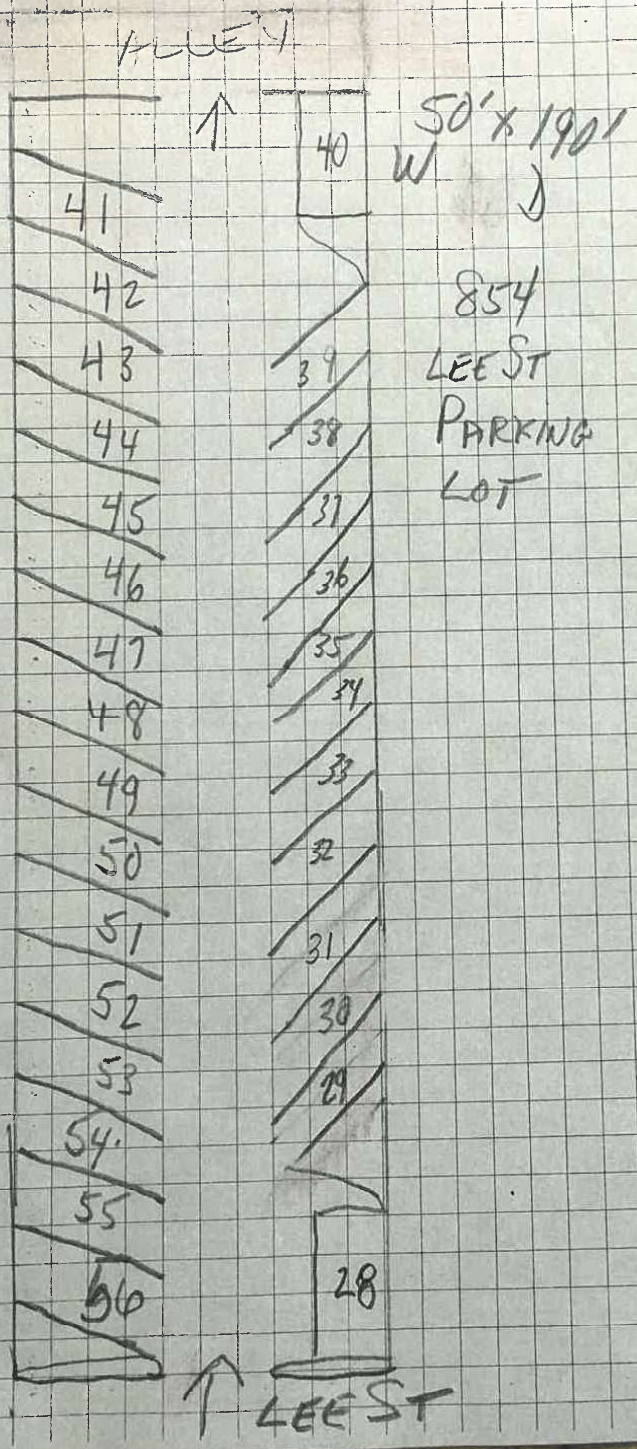
IMMANUEL LUTHERAN CHURCH PARKING LOT - 28 PARKING SPACES LOCATED AT 854 LEE STREET, DES PLAINES, IL 60016

[SEE ATTACHED SITE PLAN OF PARKING LOT ]

PARKING LICENSE LBSC V.1 0013369.001

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**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



\*1923345120\*

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

*This space reserved for Recorder's use only.*

**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]

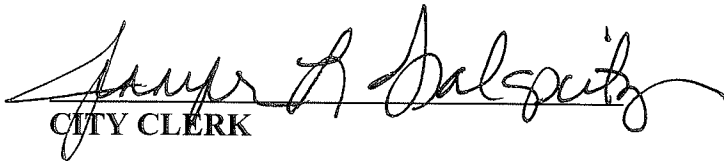
PASSED this 3rd day of June, 2019.

APPROVED this 3rd day of June, 2019.

VOTE: AYES 7 NAYS 0 ABSENT 1

  
MAYOR

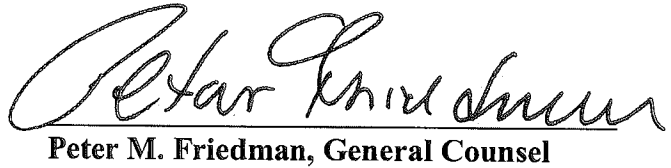
ATTEST:

  
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.



STATE OF ILLINOIS )  
  ) SS.  
COUNTY OF COOK )

**CERTIFICATE**

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

I further certify that on June 3, 2019 the Corporate Authorities of such municipality passed and approved 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) provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. Z-12-19 was posted in the municipal building commencing on June 4, 2019 and continuing for at least 10 days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the Municipal Clerk.

DATED at Des Plaines, Illinois, this 4th day of June, 2019.

(SEAL)

Jennifer L. Tsalapatanis  
Jennifer L. Tsalapatanis, City Clerk

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

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

DATE	BY	DESCRIPTION
4/21/19	JLM	ISSUED FOR PERMITS
4/21/19	JLM	REVISED PERMITS

DATE	BY	DESCRIPTION
4/21/19	JLM	ISSUED FOR PERMITS
4/21/19	JLM	REVISED PERMITS

DATE	BY	DESCRIPTION
4/21/19	JLM	ISSUED FOR PERMITS
4/21/19	JLM	REVISED PERMITS

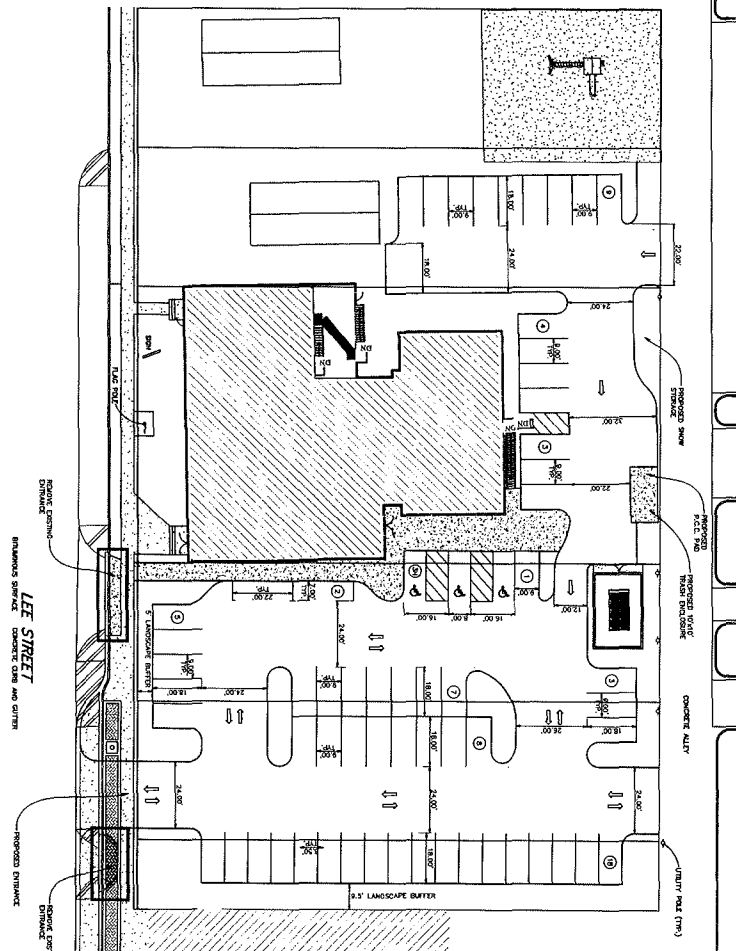
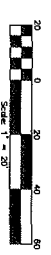


**ENGINEERING RESOURCE ASSOCIATES**  
 3000 W. WASHINGTON AVENUE, SUITE 200  
 CHICAGO, IL 60659  
 PHONE: (773) 232-2200  
 FAX: (773) 232-2201

**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	BY	DESCRIPTION
11/11/19	A.L.	PRELIMINARY PLAN
11/11/19	A.L.	REVISIONS FOR CITY COMMENTS
11/11/19	A.L.	REVISIONS FOR CITY COMMENTS

DESIGNED BY: A.L.  
 CHECKED BY: A.L.  
 APPROVED BY: J.L.H.



ER ENGINEERING RESOURCE ASSOCIATES  
 3074 N. LAKE SHORE, SUITE 300  
 WILMINGTON, ILLINOIS 62451  
 PHONE: (618) 333-2200  
 FAX: (618) 333-2201

115 S. SPRINGFIELD AVE., SUITE 812  
 CHICAGO, ILLINOIS 60605  
 PHONE: (312) 437-7643  
 FAX: (312) 437-7643

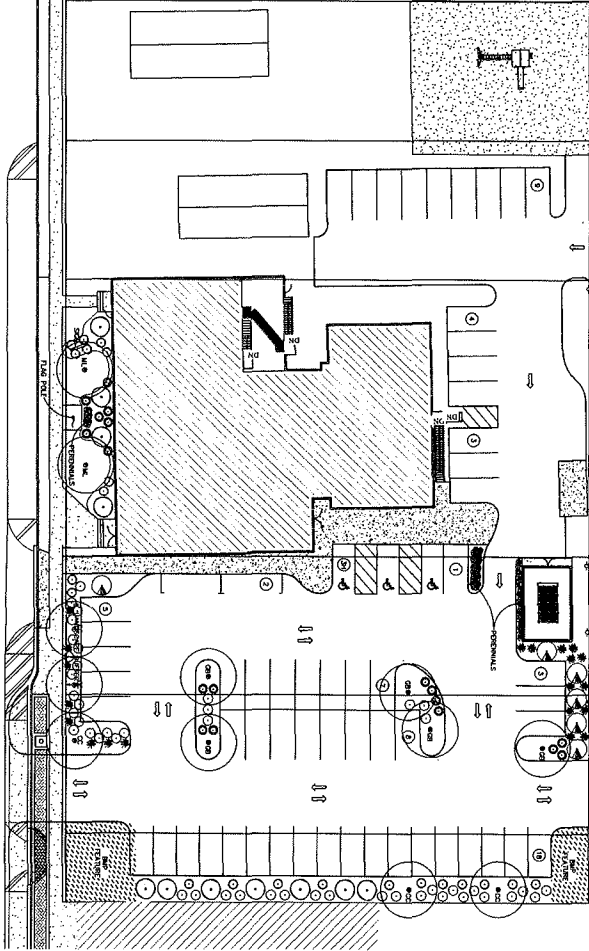
5724 S. STATE ST., SUITE 317  
 CHAMPAIGN, ILLINOIS 62501  
 PHONE: (313) 333-3338  
 FAX: (313) 333-3338

LITTLE BILL CARPENTER SCHOOL  
 632 LEE STREET  
 DEER PLAINES, ILLINOIS

3/19/20

PLANNING PLAN

SCALE: 1" = 20'  
 DATE: JANUARY 2020  
 SHEET NO.: 155027  
 SHEET: 2 OF 3

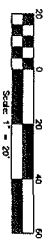


LEE STREET  
 CONCRETE ALLEY  
 UTILITY POLE (10' DIA.)



ID	Species Name	Quantity	Plant Depth
T1	Concrete/Asphalt	1000	24"
T2	Concrete/Asphalt	1000	24"
T3	Concrete/Asphalt	1000	24"
T4	Concrete/Asphalt	1000	24"
T5	Concrete/Asphalt	1000	24"
T6	Concrete/Asphalt	1000	24"
T7	Concrete/Asphalt	1000	24"
T8	Concrete/Asphalt	1000	24"
T9	Concrete/Asphalt	1000	24"
T10	Concrete/Asphalt	1000	24"
T11	Concrete/Asphalt	1000	24"
T12	Concrete/Asphalt	1000	24"
T13	Concrete/Asphalt	1000	24"
T14	Concrete/Asphalt	1000	24"
T15	Concrete/Asphalt	1000	24"
T16	Concrete/Asphalt	1000	24"
T17	Concrete/Asphalt	1000	24"
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T20	Concrete/Asphalt	1000	24"
T21	Concrete/Asphalt	1000	24"
T22	Concrete/Asphalt	1000	24"
T23	Concrete/Asphalt	1000	24"
T24	Concrete/Asphalt	1000	24"
T25	Concrete/Asphalt	1000	24"
T26	Concrete/Asphalt	1000	24"
T27	Concrete/Asphalt	1000	24"
T28	Concrete/Asphalt	1000	24"
T29	Concrete/Asphalt	1000	24"
T30	Concrete/Asphalt	1000	24"
T31	Concrete/Asphalt	1000	24"
T32	Concrete/Asphalt	1000	24"
T33	Concrete/Asphalt	1000	24"
T34	Concrete/Asphalt	1000	24"
T35	Concrete/Asphalt	1000	24"
T36	Concrete/Asphalt	1000	24"
T37	Concrete/Asphalt	1000	24"
T38	Concrete/Asphalt	1000	24"
T39	Concrete/Asphalt	1000	24"
T40	Concrete/Asphalt	1000	24"

NOTE:  
 ALL PLANT SPECIES IDENTIFIED TO BE COMPATIBLE WITH LOCAL CLIMATE.





# **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 (1<sup>st</sup> week of Sept)
2. Halloween
3. November 1<sup>st</sup>
4. Christmas
5. March 3<sup>rd</sup>.
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:

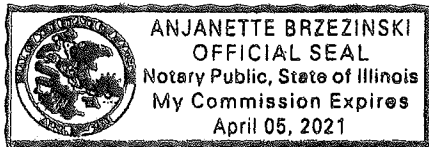
**GEORGE PETROV**

By: *Mary G. [Signature]*

*GPetrov*

SUBSCRIBED and SWORN to  
before me this 6<sup>th</sup> 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.

<b>Use</b>	<b>Types of Activities</b>	<b>Hours of Operation</b>	<b>Spaces Utilized</b>	<b>Maximum # of Occupants</b>
Assembly uses <sup>1</sup>	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 <sup>1</sup>	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 <sup>2</sup>	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 <sup>3</sup>	Residential rental	N/A	Houses	N/A
<sup>1</sup> Requires conditional use <sup>2</sup> 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. <sup>3</sup> 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 <sup>2</sup>
Assembly uses community centers, banquet halls and membership organizations	3678.5 square feet <sup>1</sup>	19 spaces
Private School	13 classrooms Max enrollment: 200 students Offices: 309 square feet	13 spaces + 2 spaces + 34 spaces
	<b>Total</b>	<b>67 spaces</b>
<sup>1</sup> Excludes floor area for mechanical room and a percentage of storage areas		
<sup>2</sup> 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 A 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).**

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**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 6-0, 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 be 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 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 and the conditions set forth in Section 4 of this Ordinance is intended to replace and supersede the Previously Approved CUPs and the conditions of approval set forth in Section 5 of Ordinance No. Z-12-19. 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 \_\_\_\_\_

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

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

Approved as to form:

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**CITY CLERK**

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**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.

<b>Programming Category</b>	<b>Spaces Utilized</b>	<b>Days / Times</b>
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 1<sup>st</sup> week of September
2. Bulgarian Unification Day – September 6<sup>th</sup>
3. Bulgarian Independence Day - September 22<sup>nd</sup>
4. Halloween
5. Day of the Bulgarian Revival Leaders - November 1<sup>st</sup>
6. Thanksgiving
7. Christmas
8. New Year's Eve

9. National Day (Day of Liberation) - March 3<sup>rd</sup>
10. International Women's Day - March 8<sup>th</sup>
11. Easter (Catholic & Orthodox)
12. St George's Day (Day of Bulgarian Army) – May 6<sup>th</sup>
13. St Cyril & Methodius Day ( Day of Culture & Literacy ) - May 24
14. International Children's Day – June 1<sup>st</sup>

### **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.

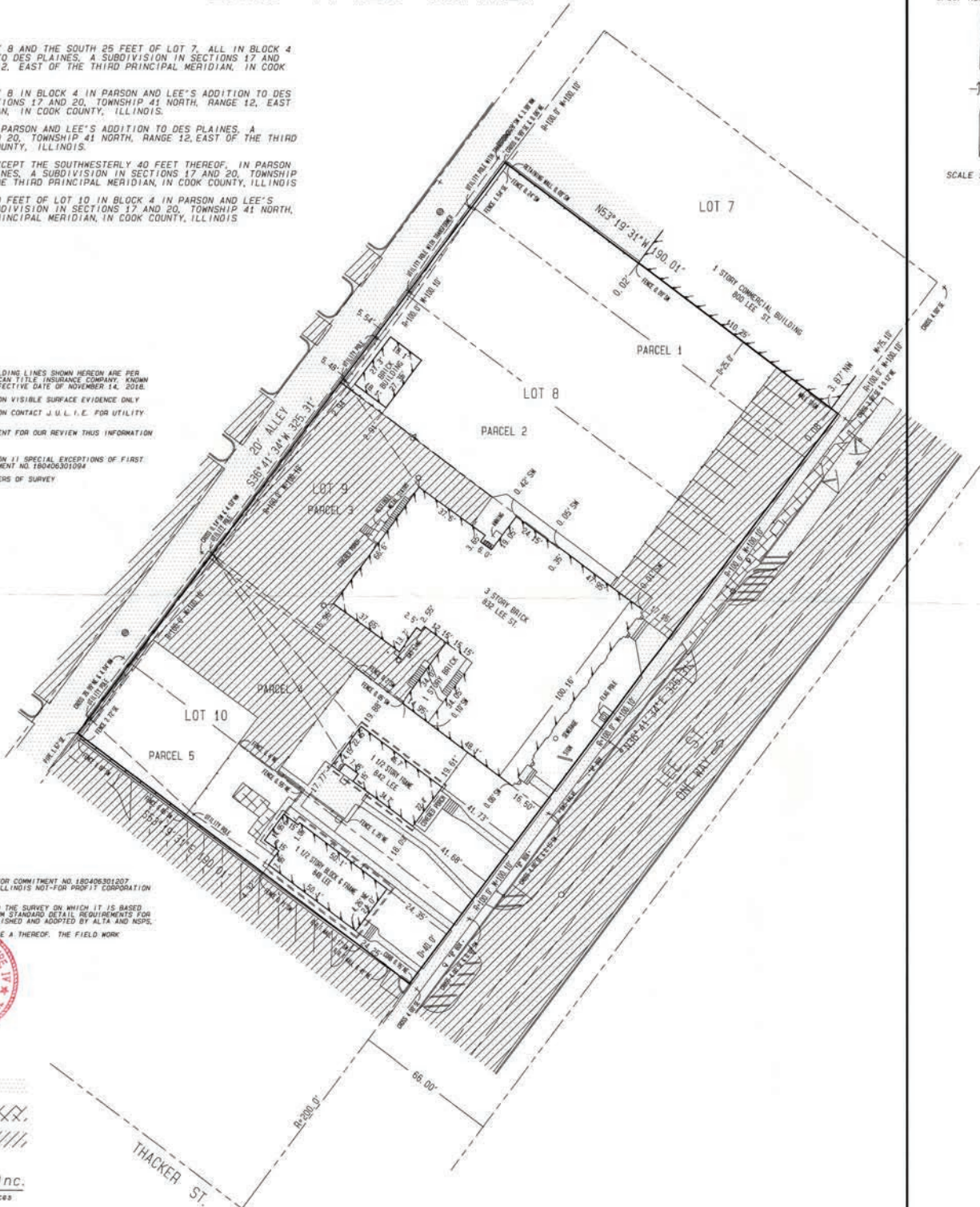
PARCEL 3: LOT 9 IN BLOCK 4 IN PARSON AND LEE'S ADDITION TO DES PLAINES, A SUBDIVISION IN SECTIONS 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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.

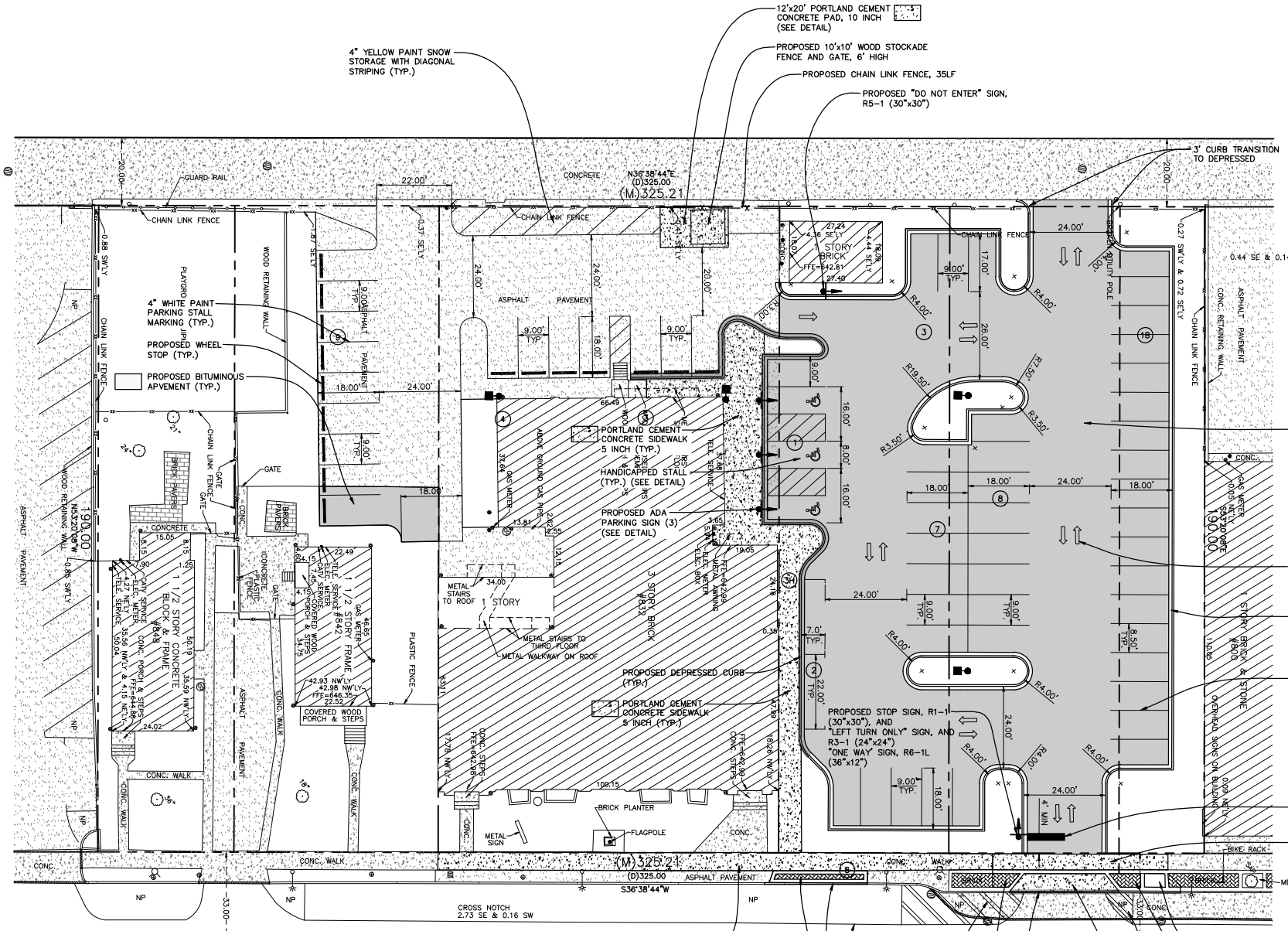
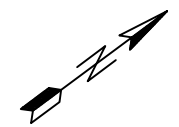
ISSUED ON: JANUARY 20, 2019



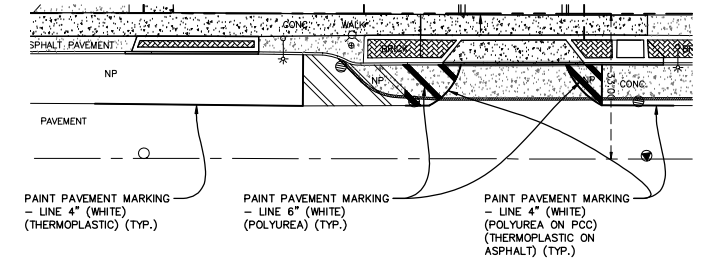
**LEGEND**

---	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
  - - - - - = EX. WATER LINE
  - - - - - = EX. ELECTRIC LINE
  - - - - - = EX. GAS LINE
  - - - - - = 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



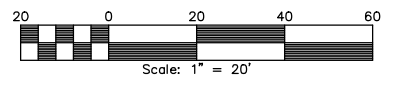
**PROPOSED STRIPING FOR PARALLEL STREET PARKING DETAIL**

**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

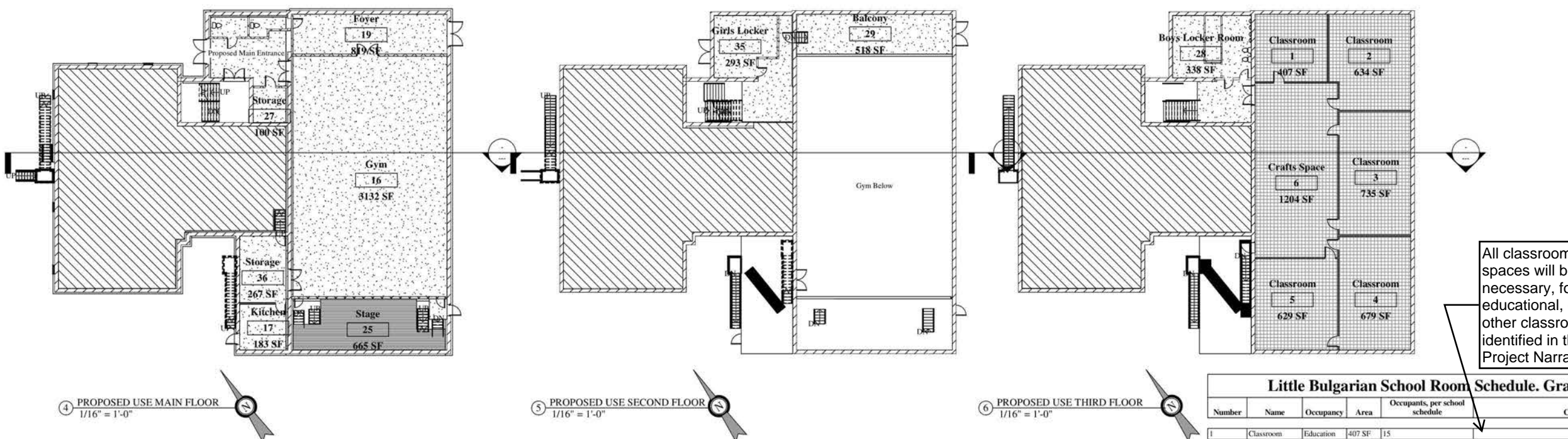
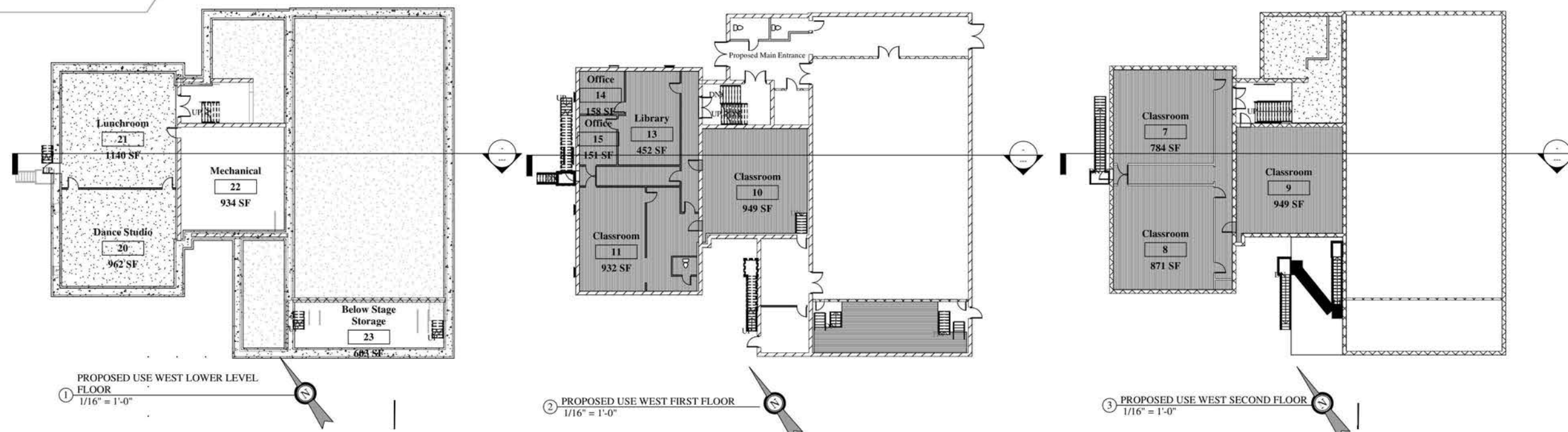
2416 GALEN DRIVE  
 CHAMPAIGN, ILLINOIS 61821  
 PHONE (217) 351-6268  
 FAX (217) 355-1902

**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**



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	Dance	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

**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: \_\_\_\_\_



INFORMATION TECHNOLOGY DEPARTMENT

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

MEMORANDUM

Date: May 15, 2023  
 To: Michael G. Bartholomew, City Manager  
 From: Romeo Sora, Director Information Technology *RS*  
 Subject: Cisco 9300 Switches for City Hall

**Issue:** For the City Council to approve the purchase of Cisco’s 9300 series switches for City Hall.

**Analysis:** Approximately eight years ago, the IT Department rebuilt the City’s infrastructure using Cisco Catalyst 3850 series switches. The Cisco Catalyst 3850 switches are no longer being supported. To ensure the City's infrastructure is supported, I recommend the City purchase Cisco Catalyst 9300 series switches.

The IT Department solicited vendors and received 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 the Cisco switches which are summarized below:

Company	Bid/Quoted Price
IT Savvy, LLC	\$97,873.14
SHI	\$112,090.64
DEXON	\$138,075.00
Insight	\$149,158.61
CDW-G	\$182,385.94

**Recommendation:** I recommend the City Council waive competitive bidding and approve the purchase of the Cisco 9300 series switches from IT Savvy, LLC, 33 North LaSalle Street, Suite 2200, Chicago, IL 60602 in the amount of \$97,873.14. The expenses will be funded by the IT Replacement, Computer Hardware Account 420-00-000-0000.8000.

Attachments:  
 Attachment 1 – IT Savvy Quote  
 Resolution – R- 104 -23



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

IT PRODUCTS TECHNOLOGY SOLUTIONS PEACE OF MIND®

Quote Details	
<b>Quote #:</b>	3725764
<b>Date:</b>	05/10/2023
<b>Payment Method:</b>	Net 60 Days
<b>Client PO#:</b>	
<b>Cost Center:</b>	
<b>Shipping Method:</b>	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:** 2023 Quote - Cisco C9300 Switches for City Hall

Item Description	Part #	Tax	Qty	Unit Price	Total
1 <b>Cisco Catalyst 9300</b> Network Essentials - switch - L3 - managed - 48 x 100/1000/2500/5000/10000 (UPOE) - rack-mountable - UPOE	21436226	Y	11	\$5,213.88	\$57,352.68
2 <b>Cisco Smart Net Total Care</b> Extended service agreement - replacement - 8x5 - response time: NBD - for P/N: C9300-48UN-E, C9300-48UN-E=, C9300-48UN-E-RF, C9300-48UN-E-WS	21683887	Y	11	\$992.84	\$10,921.24
3 <b>Cisco Digital Network Architecture Essentials</b> Term License (3 years) - 48 ports - for P/N: C9300-48H-E, C9300-48UB-E, C9300-48U-E, C9300-48UN-E, C9300-48UXM-E, C9300-DNA-E-48=	20576292	Y	11	\$449.20	\$4,941.20
4 <b>Cisco StackPower</b> Power cable - 1 ft - for Catalyst 3750X-12, 3750X-24, 3750X-48	16152102	Y	11	\$37.68	\$414.48
5 <b>Cisco StackWise 480</b> Stacking cable - 1.6 ft - for Catalyst 3850-24, 3850-48	14835306	Y	11	\$39.66	\$436.26
6 <b>Cisco Config 1 Secondary Power Supply</b> Power supply - hot-plug / redundant (plug-in module) - 80 PLUS Platinum - AC 115-240 V - 1100 Watt - for P/N: C9300LM-24U-4Y-E, C9300LM-48T-4Y-A, C9300LM-48T-4Y-E, C9300LM-48U-4Y-A	21438490	Y	11	\$762.02	\$8,382.22
7 <b>Cisco Catalyst 9300 Series Network Module</b> Expansion module - 10 Gigabit SFP+ x 8 - for Catalyst 9300	20580264	Y	7	\$1,048.86	\$7,342.02
8 <b>Cisco</b> SFP+ transceiver module - 10 GigE - 10GBase-SR - LC/PC multi-mode - up to 1310 ft - 850 nm	16328563	Y	28	\$288.68	\$8,083.04

Fair Market Value		\$1 Buy Out	
3 Year FMV / Year	5 Year FMV / Year	3 Year \$1 / Year	5 Year \$1 / Year
\$32,617.10	\$21,893.05	\$35,193.52	\$22,099.27

Subtotal: \$97,873.14  
 Shipping: \$0.00  
 Tax: Exempt  
**TOTAL: \$97,873.14**

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.

## 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](http://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 - 104 - 23**

**A RESOLUTION APPROVING THE PURCHASE OF CISCO 9300 SERIES SWITCHES FOR CITY HALL FROM ITSAVVY LLC.**

**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 IT Computer Hardware Account for use by the Information Technology Department during the 2023 fiscal year for the purchase of eleven Cisco 9300 series switches meeting certain specifications and related support services (collectively, "*Switches*"); 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 Switches; and

**WHEREAS**, the City obtained five quotes from qualified vendors for the purchase of the Servers by the City; and

**WHEREAS**, ITSavvy LLC ("*Vendor*") submitted the lowest quote for the Switches in the not-to-exceed amount of \$97,873.14; 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 Switches from the Vendor in the not-to-exceed amount of \$97,873.14;

**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 Servers is hereby waived.

**SECTION 3: APPROVAL OF PURCHASE.** The City Council hereby approves the purchase by the City of the Servers from the Vendor in a total-not-to-exceed amount of \$97,873.14.

**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 complete the purchase of the Servers from the Vendor in a total-not-to-exceed amount of \$97,873.14.

**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**

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**Peter M. Friedman, General Counsel**

DP-Resolution Approving Purchase of Cisco 9300 Switches from IT Savvy.



**PUBLIC WORKS AND  
ENGINEERING DEPARTMENT**

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

**MEMORANDUM**

**Date:** May 25, 2023

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

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

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

**Subject:** Approve Purchase - Ford Truck Chassis Upfitting through Sourcewell Municipal Pricing

**Issue:** Public Works and Engineering staff has been notified that four Ford trucks are scheduled for delivery which will require upfitting for the following units: #5047 (stake body) and #5076 (service body).

**Analysis:** At the December 5, 2022, City Council meeting, approval of budgeted funding for two Ford Chassis was approved from Ridings Ford in the amount of \$102,636. This pricing was for the vehicle chassis purchase only and did not include the upfit at time of order due to fluctuations in market conditions. Staff has received confirmation that two F-450 truck chassis are in fabrication and are scheduled to be delivered in mid-June. The upfits for these chassis include: service body, stake body, snowplows, lift gates, LED strobe lighting, hitch receivers, and associated trailer light plugs. Through Sourcewell Municipal Pricing Contract #062222-DDY, upfitting for both vehicles is available to be installed by Regional Truck Equipment in the amount of \$57,021. Pricing is listed below:

#5047 (stake body)	\$31,089
#5076 (service body)	\$25,212

**Recommendation:** We recommend approval of the upfitting of two Ford truck chassis from Regional Truck Equipment, 255 W. Laura Drive, Addison, IL, 60101 in the amount of \$57,021. This purchase will be funded from the Vehicle Replacement Fund (410-00-000-0000-8020).

**Attachments:**  
Attachment 1 – Regional Upfitting Quotes  
Resolution R-105-23



255 W. Laura Drive  
Addison, IL 60101

Phone: 630.543.0330  
Fax: 630.543.9806

# QUOTATION

**Quotation #:** 80664  
**Date:** 05/08/23  
**Sales Person:** Jason

**BILL TO:**  
Ralph Magak  
City Of Des Plaines 8002  
\*\* Email Invoices\*\*  
1111 Camp Ground Rd  
Des Plaines IL 60016  
(847) 391-5477

**SHIP TO:**  
Same  
  
Phone

<b>PO#:</b>	<b>Terms:</b>	
	<b>Net 10</b>	
<b>Vehicle Information:</b>	<b>VIN #:</b>	<b>Serial #:</b>
<b>23 FORD F-450</b>		

**FURNISH & INSTALL.**

<b>KNAPHEIDE PVMXT-125 VALUE MASTER TREADPLATE STEEL PLATFORM SOURCEWELL PRICING</b>	
12'4" x 96" platform body with T/P Steel deck, LED lights, reflectors, flaps. Stake pockets on sides & rear of body. Painted standard black.	5086.00
40" front reinforced bulkhead with screen window, installed.	1134.00
40" tall steel stake racks with "Quiet-Latch" hardware, installed on sides and rear of 12' platform body, painted standard black.	2036.00
Thieman M20ET7236 Stow-Away liftgate, 2000# cap, elec/hyd operation with toggle control, 84" x 36" Aluminum platform with 6" ramp, 12" TP steel floor extension with HD dock bumpers.	6100.00
2" trailer hitch receiver factory installed with 7-way light plug.	796.00
Western UltraMount 8'6" Pro Plus "Contractor Grade" snowplow blade, halogen NightHawk plow lights, hand control, and rubber deflector.	7125.00
4-corner amber LED strobe system w/ BH mounted 15" LED lightbar.	1618.00
Whelen DTA8A traffic advisor w/ in-cab control mounted to bulkhead.	1107.00
Install OEM back-up camera to rear of body.	210.00

SOURCEWELL PRICING Contract #062222-DDY

**TOTAL -> 25,212.00**

Located in Addison, the Northwest Suburbs of Chicago, Alsip and in the South Suburbs, Regional Truck Equipment is an authorized distributor of Western Snowplows, Salt Spreaders, and Parts, Knapheide Bodies, Adrian Steel Products, as well as many others.

At REGIONAL TRUCK the customer comes first.

For best service call us now.  
630-543-0330

New Equip. Price	25,212.00
Used Equip. Price	
Parts Price	
Subtotal	25,212.00
Trade-In	
Total Taxable	
Sales Tax (8%)	
Labor	
Delivery	
FET	
Processing Fee	
Invoice Total	25,212.00

To accept this quotation, sign here and return: \_\_\_\_\_

Quotation valid for 30 days.

REGIONAL MAKES NO WARRENTY OF ANY KIND, EXPRESSED OR IMPLIED; AND DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. 1 1/2% Per Month (18% ANNUM) will be charged on unpaid invoices. \$25.00 charge on uncollected checks. All collection agency and legal fees are the responsibility of the customer. We reserve title to all merchandise until paid. Customer shall rely solely upon the manufacturer's warranty, if any. Any goods or property of the customer not picked up within ten days after the date shown on the invoice will incur a storage charge of \$14.00 a day. Any property not picked up within six months may be sold without notice, to satisfy storage charges.



255 W. Laura Drive  
Addison, IL 60101

Phone: 630.543.0330  
Fax: 630.543.9806

# QUOTATION

**Quotation #:** 80665  
**Date:** 05/08/23  
**Sales Person:** Jason

**BILL TO:**  
Ralph Magak  
City Of Des Plaines 8002  
\*\* Email Invoices\*\*  
1111 Camp Ground Rd  
Des Plaines IL 60016  
(847) 391-5477

**SHIP TO:**  
Same  
  
Phone

<b>PO#:</b>	<b>Terms:</b>	
	<b>Net 10</b>	
<b>Vehicle Information:</b>	<b>VIN #:</b>	<b>Serial #:</b>
<b>23 FORD F-450</b>		<b>P1051-23</b>

**FURNISH & INSTALL.**

KNAPHEIDE CB117D54F40 COMBO SERVICE BODY W/ MASTER-LOCKS SOURCEWELL PRICING  
 Combo Steel Service body CB117D54F40-2 - 2 Adjustable divider shelves & dividers, street & curb-side vertical compartments.  
 1 Adjustable divider shelf & dividers, curb-side horizontal compartment rotary latches & double spring over center door retainers on all vertical doors, G.G. lined recess bumper, and painted knapheide white.  
 12" High aluminum hinged drop down stake rack set. \*NO RACK\* 16233.00  
 2" trailer hitch receiver with 7-way trailer light plug. 640.00  
 Spray-on cargo liner applied to cargo area and compartment tops. 1210.00  
 CTECH 6-drawer unit installed in R1V compartment. 2072.00  
 LED compartment light kit wired to upfitter swith. 1265.00  
 Upper and lower E-track on both sides of compartments 560.00  
 4-corner amber LED strobe system with 15" amber LED lightbar. 1597.00  
 Whelen DTA8A traffic advisor w/ in-cab control mounted to bulkhead. 1107.00  
 Western 8'6" Pro Plus snowplow with hand control and rubber deflector. 7125.00

SOURCEWELL PRICING Contract #062222-DDY

**TOTAL -> 31,809.00**

Located in Addison, the Northwest Suburbs of Chicago, Alsip and in the South Suburbs, Regional Truck Equipment is an authorized distributor of Western Snowplows, Salt Spreaders, and Parts, Knapheide Bodies, Adrian Steel Products, as well as many others.

At REGIONAL TRUCK the customer comes first.

For best service call us now.  
630-543-0330

New Equip. Price	31,809.00
Used Equip. Price	
Parts Price	
Subtotal	31,809.00
Trade-In	
Total Taxable	
Sales Tax (8%)	
Labor	
Delivery	
FET	
Processing Fee	
Invoice Total	31,809.00

To accept this quotation, sign here and return: \_\_\_\_\_

Quotation valid for 30 days.

REGIONAL MAKES NO WARRENTY OF ANY KIND, EXPRESSED OR IMPLIED; AND DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. 1 1/2% Per Month (18% ANNUM) will be charged on unpaid invoices. \$25.00 charge on uncollected checks. All collection agency and legal fees are the responsibility of the customer. We reserve title to all merchandise until paid. Customer shall rely solely upon the manufacturer's warranty, if any. Any goods or property of the customer not picked up within ten days after the date shown on the invoice will incur a storage charge of \$14.00 a day. Any property not picked up within six months may be sold without notice, to satisfy storage charges.

**CITY OF DES PLAINES**

**RESOLUTION R - 105 - 23**

**A RESOLUTION AUTHORIZING THE UPFITTING OF TWO FORD TRUCK CHASSIS FROM REGIONAL TRUCK EQUIPMENT THROUGH SOURCEWELL MUNICIPAL PRICING.**

**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 Vehicle Replacement Fund for use by the Public Works and Engineering Department during the 2023 fiscal year for the upfitting of two Ford truck chassis, including service body, stake body, snowplows, lift gates, LED strobe lighting, hitch receivers, and associated trailer light plugs (collectively, the "*Equipment*"); and

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

**WHEREAS**, Sourcewell has awarded Contract #062222-DDY ("*Sourcewell Contract*") for the purchase of the Equipment and identified Regional Truck Equipment ("*Vendor*") as a qualified bidder; and

**WHEREAS**, City staff has determined that Sourcewell's purchasing policies satisfy the City's competitive bidding requirements; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to authorize the purchase the Equipment from Vendor in the not-to-exceed amount of \$57,021, in accordance with Sourcewell Contract;

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

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

**SECTION 2: APPROVAL OF PURCHASE.** The City Council hereby approves the purchase of the Equipment from Vendor in the total amount of \$57,021 pursuant to the Sourcewell Contract.

**SECTION 3: 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 complete the purchase of the Equipment from Vendor in the total amount of \$57,021.

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

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

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

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

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

ATTEST:

Approved as to form:

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

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

DP-Resolution Approving Upfitting of Trucks from Regional Truck Equip thru Sourcewell





**PUBLIC WORKS AND  
ENGINEERING DEPARTMENT**

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

**MEMORANDUM**

**Date:** May 25, 2023

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

**From:** Joe Coons, Superintendent of General Services *SC*

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

**Subject:** Bid Award - 2023 Thermoplastic/Epoxy Pavement Markings and Raised Reflector Pavement Marker Replacement (MFT 23-00000-06-GM)

**Issue:** The approved 2023 budget includes \$145,000 in funding for pavement markings and reflectors. Three bids for this service were received on April 27, 2023.

**Analysis:** The Public Works and Engineering Department contracts thermoplastic street lane marking and raised reflective pavement marker replacement/repair each year based on a citywide survey of existing markings. This project consists of removing and remarking centerlines, crosswalks, stop bars, and parking lane lines. The bid specifications require vendors to provide unit prices for over 12,697 feet of various sizes of pavement marking lines and replacement/repair of 86 raised reflectors. A bid summary is listed below:

<b>Company</b>	<b>Total Contract Price</b>
Superior Road Striping, Inc	\$135,060.20
RoadSafe Traffic Systems, Inc	\$150,472.58
Precision Pavement Markings, Inc	\$166,070.17

**Recommendation:** We recommend award of the 2023 Thermoplastic/Epoxy Pavement Markings and Raised Reflector Pavement Marker Replacement – MFT-23-00000-06-GM to the low bidder, Superior Road Striping, Inc, in the amount of \$135,060.20. Funding for this project will be from Motor Fuel Tax, Other Services account (230-00-000-0000.6165).

**Attachments:**  
Resolution R-106-23  
Exhibit A – Contract

CITY OF DES PLAINES

RESOLUTION R - 106 - 23

**A RESOLUTION APPROVING AN AGREEMENT WITH SUPERIOR ROAD STRIPING INC. FOR THE 2023 THERMOPLASTIC/EPOXY PAVEMENT MARKINGS AND RAISED REFLECTOR PAVEMENT MARKER REPLACEMENT PROJECT, MFT-23-00000-06-GM.**

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

**WHEREAS**, the City has appropriated funds in the Motor Fuel Tax Fund for use by the Department of Public Works and Engineering during the 2023 fiscal year for the 2023 Thermoplastic/Epoxy Pavement Markings and Raised Reflector Pavement Marker Replacement Project, MFT-23-00000-06-GM, which includes removing and remarking centerlines, crosswalks, stop bars, and parking lane lines throughout the City ("**Work**"); and

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

**WHEREAS**, the City received three bids, which were opened on April 27, 2023; and

**WHEREAS**, Superior Road Striping Inc. ("**Contractor**") submitted the lowest responsible bid in the amount of \$135,060.20; and

**WHEREAS**, the City desires to enter into an agreement with Contractor for the performance of the Work in the not-to-exceed amount of \$135,060.20 ("**Agreement**"); and

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

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

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

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

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

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

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

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

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

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

ATTEST:

Approved as to form:

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

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

DP - Resolution Approving Agreement with Superior Road Striping for 2023 Thermoplastic Epoxy Markings



COVER SHEET

**Proposal Submitted By:**  
 Contractor's Name  
 Superior Roads Striping Inc.  
 Contractor's Address  
 1980 N. Hawthorne Ave  
 City  
 Melrose Park  
 State  
 IL  
 Zip Code  
 60160

STATE OF ILLINOIS  
 Local Public Agency  
 City of Des Plaines  
 County  
 Cook  
 Section Number  
 23-00000-06-GM  
 Route(s) (Street/Road Name)  
 Various Locations  
 Type of Funds  
 MFT

Proposal Only  Proposal and Plans  Proposal only, plans are separate

Submitted/Approved  
For Local Public Agency:

**For a County and Road District Project**

Submitted/Approved  
Highway Commissioner Signature & Date

Submitted/Approved  
County Engineer/Superintendent of Highways Signature & Date

**For a Municipal Project**

Submitted/Approved/Passed  
Signature & Date

Official Title

**Department of Transportation**

Released for bid based on limited review  
Regional Engineer Signature & Date

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Des Plaines	Cook	23-00000-06-GM	Various Locations

### NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of THE CITY CLERK, ROOM 602  
Name of Office  
CITY OF DES PLAINES, 1420 MINER STREET, DES PLAINES, IL 60016 until 10:00 AM on 04/20/23  
Address Time Date

Sealed proposals will be opened and read publicly at the office of \_\_\_\_\_  
Name of Office  
CITY OF DES PLAINES, 1420 MINER STREET, DES PLAINES, IL 60016 at 10:00 AM on 04/20/23  
Address Time Date

### DESCRIPTION OF WORK

Location	Project Length
VARIOUS STREETS THROUGHOUT THE CITY OF DES PLAINES	

Proposed Improvement  
2023 Thermoplastic/epoxy pavement markings and raised reflective marker replacement and raised reflective pavement marker reflector replacement

1. Plans and proposal forms will be available in the office of  
PUBLIC WORKS  
1111 JOSEPH SCHWAB ROAD, DES PLAINES, IL 60016

2.  Prequalification  
 If checked, the 2 apparent as read low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and two originals with the IDOT District Office.
3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
  - a. Local Public Agency Formal Contract Proposal (BLR 12200)
  - b. Schedule of Prices (BLR 12201)
  - c. Proposal Bid Bond (BLR 12230) (if applicable)
  - d. Apprenticeship or Training Program Certification (BLR 12325) (do not use for project with Federal funds.)
  - e. Affidavit of Illinois Business Office (BLR 12326) (do not use for project with Federal funds)
5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Des Plaines	Cook	23-00000-06-GM	Various Locations

**PROPOSAL**

1. Proposal of Superior Road Striping Inc.  
Contractor's Name  
1980 N. Hawthorne Ave Melrose Park IL 60160  
Contractor's Address

2. The plans for the proposed work are those prepared by \_\_\_\_\_  
and approved by the Department of Transportation on \_\_\_\_\_

3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the " Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.

4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.

5. The undersigned agrees to complete the work within \_\_\_\_\_ working days or by \_\_\_\_\_ unless additional time is granted in accordance with the specifications.

6. The successful bidder at the time of execution of the contract will \_\_\_\_\_ be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond of check shall be forfeited to the Awarding Authority.

7. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid may be declared unacceptable if neither a unit price nor a total price is shown.

8. The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.

9. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.

10. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will \_\_\_\_\_ be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond, if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: \_\_\_\_\_ Treasurer of \_\_\_\_\_.  
The amount of the check is \_\_\_\_\_ ( \_\_\_\_\_ ).

**Attach Cashier's Check or Certified Check Here**

In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the proposal guaranty check is placed in another bid proposal, state below where it may be found.

The proposal guaranty check will be found in the bid proposal for: Section Number \_\_\_\_\_.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Des Plaines	Cook	23-00000-06-GM	Various Locations

## CONTRACTOR CERTIFICATIONS

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedure established by the appropriate Revenue Act, its liability for the tax or the amount of the tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense, or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State of Local government. No corporation shall be barred from contracting with any unit of State or Local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that, it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be canceled.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Des Plaines	Cook	23-00000-06-GM	Various Locations

**SIGNATURES**

(If an individual)

Bidder Signature & Date

Business Address

City

State

Zip Code

(If a partnership)

Firm Name

Signature & Date

Title

Business Address

City

State

Zip Code

Insert the Names and Addresses of all Partners

(If a corporation)

Corporate Name

Superior Road Striping Inc.

Signature & Date



Title

President

Business Address

1980 N. Hawthorne Ave

City

State

Zip Code

Melrose Park

IL

60160

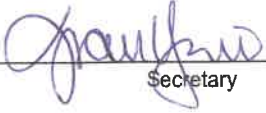
Insert Names of Officers

President

JOAN YARID



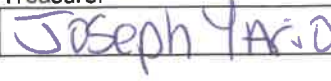
Attest:

  
Secretary

Secretary



Treasurer





SCHEDULE OF PRICES

County COOK  
 Local Public Agency CITY OF DES PLAINES  
 Section MFT 23-00000-06-GM  
 Route VARIOUS

Schedule for Multiple Bids

Combination Letter	Sections Included in Combinations	Total

Schedule for Single Bid

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

Bidder's Proposal for making Entire Improvements

Item No.	Items	Unit	Quantity	Unit Price	Total
1	THPL PVT MK LINE 4"	FOOT	65,266	1.85	55476.10
2	THPL PVT MK LINE 6"	FOOT	17,831	1.10	19614.10
3	THPL PVT MK LINE 12"	FOOT	1,495	2.50	3737.50
4	THPL PVT MK LINE 24"	FOOT	5,355	5.50	29452.50
5	THPL PVT MK LTRS & SYMB	SQ FT	650	5.00	3250.00
6	THPL PVT GRIND	SQ FT	100	1.50	50.00
7	EPOXY PVT MK LINE 4"	FOOT	30,000	.65	19500.00
8	Reflector Replacement -- yellow	EACH	30	40.00	1200.00
9	Reflector Replacement -- white	EACH	20	40.00	800.00
10	Raised Reflector Pvmt Marker-Y	EACH	18	55.00	990.00
11	Raised Reflector Pvmt Marker-W	EACH	18	55.00	990.00
Extended Total					\$ 135,060.20







Local Public Agency	County	Street Name/Road Name	Section Number
CITY OF DES PLAINES	Cook	1420 MINER ST.	23-00000-06-GM

I, JOAN YARID of Bensenville, IL,  
Name of Affiant City of Affiant State of Affiant

being first duly sworn upon oath, state as follows:

1. That I am the President of Superior ROAD STRIPING INC.  
Officer or Position Bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under the proposal described above, Superior ROAD STRIPING, will maintain a business office in the  
Bidder  
 State of Illinois, which will be located in COOK County, Illinois.  
County
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

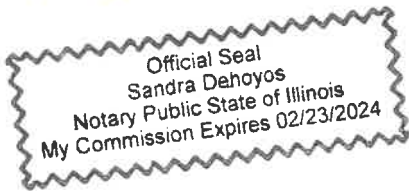
Signature	Date
<u>[Signature]</u>	<u>4-14-23</u>
Print Name of Affiant	
<u>JOAN YARID</u>	

**Notary Public**

State of IL  
 County DuPage

Signed (or subscribed or attested) before me on 4-14-23 by  
(date)

JOAN YARID, authorized agent(s) of  
(name/s of person/s)  
Superior ROAD STRIPING INC.  
Bidder



(SEAL)

Signature of Notary Public

[Signature]

My commission expires 2-23-24



Local Public Agency	County	Street Name/Road Name	Section Number
CITY OF DES PLAINES	Cook	1420 MINER ST.	23-00000-06-GM

All contractors are required to complete the following certification

- For this contract proposal or for all bidding groups in this deliver and install proposal.
- For the following deliver and install bidding groups in this material proposal.

Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidder's subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

1. Except as provided in paragraph 4 below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.

2. The undersigned bidder further certifies, for work to be performed by subcontract, that each of its subcontractors either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.

3. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

INTERNATIONAL BROTHERHOOD OF TEAMSTERS  
LOCAL 786

4. Except for any work identified above, if any bidder or subcontractor shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforces and positions of ownership.

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or afterward may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder	Signature	Date	
Superior Roads Striping Inc.		4-14-23	
Title			
President			
Address	City	State	Zip Code
1980 N. Hawthorne Ave	Melrose Park	IL	60160



Local Public Agency Proposal Bid Bond



Local Public Agency	County	Section Number
City of Des Plaines	Cook	23-00000-06-GM

WE, Superior Road Striping, Inc. as PRINCIPAL, and Atlantic Specialty Insurance Company as SURETY, are held jointly, severally and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids, whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LPA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LPA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LPA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LPA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LPA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 20th of April, 2023

Principal

Company Name

Signature  Date

By:

Title

Company Name

Signature

By:

Date

Title

(If Principal is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

Name of Surety

Signature of Attorney-in-Fact

By:

Date



Jodie Sellers

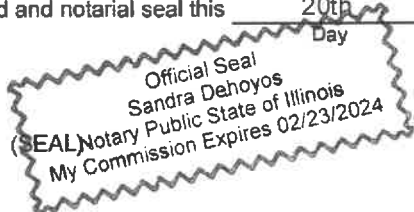
STATE OF IL  
 COUNTY OF DuPage  
 I Sandra DeHoyos

Joan Yario

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 20th day of April, 2023



Notary Public Signature

Date commission expires 2/23/2024

State of Illinois }  
County of Cook } SS:

On this 20th day of April in the year two thousand twenty three, before me, Donna Irigoyen, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Jodie Sellers known to me to be the duly authorized Attorney-in-fact of the Atlantic Specialty Insurance Company and the same person whose name is subscribed to the within instrument as the Attorney-in-fact of said Company and acknowledged to me that she subscribed the name of the Atlantic Specialty Insurance Company and thereto as Surety and her own name as Attorney-in-fact. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

My Commission Expires

7/13/25

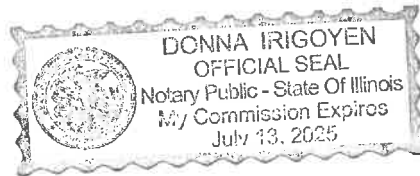


Notary Public in and for

Cook

City, State of

Rolling Meadows, Illinois







# Power of Attorney

Surety Bond No: Bid Bond

Principal: Superior Road Striping, Inc.  
Obligee: Illinois Department of Transportation

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Jodie Sellers, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **sixty million dollars (\$60,000,000)** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

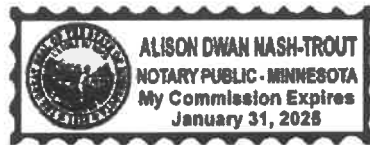
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this fifth day of March, 2020.

STATE OF MINNESOTA  
HENNEPIN COUNTY



By *Paul J. Brehm*  
Paul J. Brehm, Senior Vice President

On this fifth day of March, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



*Alison Nash-Trout*  
Notary Public

I, the undersigned, Assistant Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 20th day of April, 2023.



*Christopher V. Jerry*  
Christopher V. Jerry, Secretary



Local Public Agency	County	Section Number
CITY OF DES PLAINES	Cook	23-00000-06-GM

The following Special Provision supplement the "Standard Specifications for Road and Bridge Construction", adopted

January 1, 2012, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures of Materials" in effect on the date of invitation of bids, and the Supplemental Specification and Recurring Special Provisions indicated on the Check Sheet included here in which apply to and govern the construction of the above named section, and in case of conflict with any parts, or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

City of Des Plaines Contract

**CITY OF DES PLAINES**  
**REQUEST FOR CONTRACT PROPOSALS**  
**AND CONTRACT**

**OWNER:**

City of Des Plaines  
1420 Miner Street  
Des Plaines, Illinois 60016

Owner will receive sealed proposals for the Work generally described as follows: 2023 Thermoplastic/Epoxy Pavement Markings and Raised Reflective Pavement Marker Replacement and Raised Reflective Marker Reflector Replacement MFT 23-00000-06-GM

TO BE SUBMITTED TO: City of Des Plaines, 1420 Miner Street, Des Plaines, Illinois 60016  
Attention: City Clerk, before 10:00 AM., Thursday, April 27, 2023

INSTRUCTIONS TO BIDDERS

Inspection and Examination

Each bidder shall, before submitting its contract proposal, carefully examine the Contract form attached to this Request. Each bidder also shall inspect in detail the Work Site described in the Contract form and the surrounding area and shall familiarize itself with all conditions under which the Work is to be performed; with the obstacles, unusual conditions, or difficulties that may be encountered, whether or not referred to in the Contract; and with all other relevant matters concerning the Work Site and the surrounding area, including subsurface, underground, and other concealed conditions. The bidder whose contract proposal is accepted will be responsible for all errors in its contract proposal, including those resulting from its failure or neglect to make a thorough examination and investigation of the Contract form or the conditions of the Work Site and the surrounding area.

Preparation of Contract Proposals

All contract proposals for the Work shall be made only on the Contract form attached to this Request for Proposals and shall be complete with a price for each and every item named in the Schedule of Prices section of the Contract form. All contract proposals must be dated on Page 5 of the Contract form and must be signed by an authorized official. All contract proposals shall be accompanied by a cashier's or certified check, or bid bond in form and from a surety satisfactory to Owner, in amount equal to at least 5 percent of the Total Contract Price named in the Schedule of Prices section of the Contract form. Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternate bids unless called for, or that contain irregularities of any kind may be rejected.

Clarifications

Owner reserves the right to make clarifications, corrections, or changes in this Request for Contract Proposals at any time prior to the time proposals are opened. All bidders or prospective bidders will be informed of said clarifications, corrections, or changes. If any prospective bidder has contractual questions about this Request for Proposals, contact Joe Coons at 847-391-5506 or via email at [jcoons@desplaines.org](mailto:jcoons@desplaines.org)

Delivery of Proposals

Each proposal shall be submitted in a sealed envelope plainly marked with the title of the contract and bidder's full legal name and shall be addressed and delivered to the place and before the time set forth above. Contract proposals may be delivered by mail or in person. Contract proposals received after the time specified above will be returned unopened.

Opening of Contract Proposals

Contract proposals will be publicly opened and read at the time and place specified above. Bidders, their authorized agents, and interested parties are invited to be present.

Withdrawal of Contract Proposals

No contract proposal shall be withdrawn for a period of 45 days after the opening of any proposal.

Rejection of Contract Proposals

Contract proposals that are not submitted on the Contract form or that are not prepared in accordance with these Instructions to Bidders may be rejected. If not rejected, Owner may demand correction of any deficiency and accept the deficiently prepared proposal upon compliance with these Instructions to Bidders.

Acceptance of Contract Proposals

Proposals submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the bidders.

Owner may accept the proposal that is, in its judgment, the best and most favorable to the interests of Owner and to the public; reject the low price proposal; accept any item of any proposal; reject any and all proposals; or waive irregularities and informalities in any proposal submitted or in the request for proposal process. The waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Bidders should not rely on, or anticipate, any waivers in submitting their contract proposals.

On acceptance of the successful Bidder's contract proposal by Owner, the successful Bidder's proposal, together with Owner's notification of acceptance, shall become the Contract for the Work.

DATED: April 12, 2023

City of Des Plaines

By: Joe Coons

Title: Superintendent of General Services

CITY OF DES PLAINES

CONTRACT FOR

2023 Thermoplastic/Epoxy Pavement Markings and Raised Reflective Pavement Marker Replacement and Raised Reflective Marker Reflector Replacement MFT 23-00000-06-GM

Full Name of Bidder Superior ROAD Striping Inc. ("Bidder")
Principal Office Address 1980 N. Hawthorne Ave Melrose Park IL 60160
Local Office Address SAME
Contact Person Joseph Yano Telephone Number 708-865-0718

TO: City of Des Plaines ("Owner")
1420 Miner Street
Des Plaines, Illinois 60016
Attention: \_\_\_\_\_

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. \_\_\_\_\_ [if none, write "NONE"], which are securely stapled to the end of this Contract.

construction practices, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

1. Work Proposal

A. Contract and Work. If this Contract is accepted, Bidder proposes and agrees that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract and Owner's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work":

B. Performance Standards. If this Contract is accepted, Bidder proposes and agrees that all Work shall be fully provided, performed, and completed in accordance with the specifications attached hereto and by this reference made a part of this Contract. No provision of any referenced standard, specification, manual or code shall change the duties and responsibilities of Owner or Bidder from those set forth in this Contract. Whenever any equipment, materials, or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function, and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

- 1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the 2023 Thermoplastic/Epoxy Pavement Markings and Raised Reflective Pavement Marker Replacement and Raised Reflective Marker Reflector Replacement MFT 23-00000-06-GM within the City of Des Plaines designated areas;
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates and policies of insurance specified in this Contract;
4. Taxes. Pay all applicable federal, state, and local taxes;
5. Miscellaneous. Do all other things required of Bidder by this Contract; and
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and

C. Responsibility for Damage or Loss. If this Contract is accepted, Bidder proposes and agrees that Bidder shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, damage done to, and any loss or injury suffered by, Owner, the Work, the Work Site, or other property or persons as a result of the Work.

D. Inspection/Testing/Rejection. Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract and Owner, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Contract. Work so rejected may be returned or held at Bidder's expense and risk.

## 2. Contract Price Proposal

If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

A. Schedule of Prices. For providing, performing, and completing all Work, the

TOTAL CONTRACT PRICE (in numbers):

\$ 135,060.20

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

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;

2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; and

3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices; and

4. The approximate quantities set forth in the Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place in full compliance with this Contract/Proposal, and that all claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, is hereby waived and released; and

5. Any items of Work not specifically listed or referred to in the Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately except as incidental to the Contract Price, including without limitation extraordinary equipment repair, the cost of transportation, packing, cartage, and containers, the cost of preparing schedules and submittals, the cost or rental of small tools or buildings, the cost of utilities and sanitary conveniences, and any portion of the time of Bidder, its superintendents, or its office and engineering staff.

C. Time of Payment. It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

Bidder will invoice Owner for all Work completed, and Owner will pay Bidder all undisputed amounts no later than 45 days after receipt by Owner of each invoice.

All payments may be subject to deduction or setoff by reason of any failure of Bidder to perform under this Contract/Proposal. Each payment shall include Bidder's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Bidder's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

## 3. Contract Time

If this Contract is accepted, Bidder proposes and agrees that Bidder shall commence the Work within 10 days after Owner's acceptance of the Contract provided Bidder shall have furnished to Owner all bonds and all insurance certificates and policies of insurance specified in this Contract (the "Commencement Date"). If this Contract is accepted, Bidder proposes and agrees that Bidder shall perform the Work diligently and continuously and shall complete the Work not later than August 15, 2023

Owner may terminate this Contract/Proposal at its convenience by providing Bidder 30 days advance written notice thereof. At all times during the Term and any Renewal Term, Bidder proposes and agrees that Bidder shall perform the Work diligently and continuously and shall complete the Work in accordance with this Contract/Proposal, as directed by Owner, and more fully described in Attachment A.

**If, at any time during the term of the Contract, the Owner determines that the Work is not being completed by Bidder in full compliance with specifications and as required by or pursuant to this Contract, then Owner may, after providing Bidder with notice of such deficiency in performance and providing Bidder with one (1) business days to cure such deficiency, invoke its remedies under this Contract or may, in Owner's sole and absolute discretion, permit Bidder to complete the Work but charge to Bidder, and deduct from any payments to Bidder under this Contract, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the following per diem administrative charge, as well as any additional damages caused by such delay:**

Per Diem Administrative Charge:

\$ 250.00 per day/occurrence

**A second occurrence of a specific deficiency in performance shall automatically trigger Bidder's obligation to pay the Per Diem Administrative Charge. Any Per Diem Administrative Charges assessed against Bidder will be deducted from any funds owed by Owner to Bidder.**

## 4. Financial Assurance

A. Bonds. If this Contract is accepted, Bidder proposes and agrees that Bidder shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company acceptable to Owner, each in the penal sum of the Contract Price, within 10 days after Owner's acceptance of this Contract.

B. Insurance. If this Contract is accepted, Bidder proposes and agrees that Bidder shall provide certificates and policies of insurance evidencing the minimum insurance coverage and limits set forth below within 10 days after Owner's acceptance of this Contract. Such insurance shall be in form, and from companies, acceptable to Owner and shall name Owner, including its Council members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives, as an Additional Insured. The insurance coverage and limits set forth below shall be deemed to be minimum coverage and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract. The minimum insurance coverage and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

Employer's Liability: \$500,000 each accident-injury; \$500,000 each employee-disease; \$500,000 disease-policy.

Such insurance shall evidence that coverage applies to the State of Illinois and provide a waiver of subrogation in favor of Owner.

2. Commercial Motor Vehicle Liability

Limits for vehicles owned, non-owned or rented shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit

3. Commercial General Liability

Limits shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit.

Coverage is to be written on an "occurrence" basis.

Coverage to include:

- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- "X," "C," and "U"
- Contractual Liability

Contractual Liability coverage shall specifically include the indemnification set forth below.

4. Umbrella Liability

Limits shall not be less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit.

This Coverage shall apply in excess of the limits stated in 1, 2, and 3 above.

C. Indemnification. If this Contract is accepted, Bidder proposes and agrees that Bidder shall indemnify, save harmless, and defend Owner 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 Bidder's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract.

D. Penalties. If this Contract is accepted, Bidder proposes and agrees that Bidder 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 Bidder's performance of, or failure to perform, the Work or any part thereof.

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 Owner accepts this Contract within 45 days after the date the bidder's contract proposal is opened.

6. Bidder's Representations and Warranties

To induce Owner to accept this Contract, Bidder hereby represents and warrants as follows:

A. The Work. The Work, and all of its components, (1) shall be of merchantable quality; (2) shall be free from any latent or patent defects and flaws in workmanship, materials, and design; (3) shall strictly conform to the requirements of this Contract, including without limitation the performance standards set forth in Section 1B of this Contract; and (4) shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner. Bidder, promptly and without charge, shall correct any failure to fulfill the above warranty at any time within two years after final payment or such longer period as may be prescribed in the performance standards set forth in Section 1B of this Contract or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Bidder's obligation to correct Work shall be extended for a period of two years from the date of such repair or replacement. The time period established in this Section 6A relates only to the specific obligation of Bidder to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Bidder has under this Contract.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder 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, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. and any other prevailing wage laws; any statutes requiring preference to laborers of specified

classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq.; and any statutes regarding safety or the performance of the Work.

C. Prevailing Wage Act. This Contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the "Act"). If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate will apply to this Contract. Bidder and any subcontractors rendering services under this Contract must comply with all requirements of the Act, including but not limited to, all wage, notice, and record-keeping duties and certified payrolls.

D. Not Barred. Bidder is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) 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 (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Bidder is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Bidder is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

E. Qualified. Bidder has the requisite experience minimum of 5 years, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time set forth above. Bidder warrants and represents that it has met and will meet all required standards set forth in Owner's Responsible Bidder Ordinance M-7-20, including, without limitation, The bidder actively participates, and has actively participated for at least 12 months before the date of the bid opening, in apprenticeship and training programs approved and registered with the United States department of labor bureau of apprenticeship and training for each of the trades of work contemplated under the awarded contract for all bidders and subcontractors. For the purposes of this subsection, a bidder or subcontractor is considered an active participant in an apprenticeship and training program if all eligible employees have either: (i) completed such a program, or (ii) were enrolled in such a program prior to the solicitation date and are currently participating in such program." performing Work under this Contract.

## 7. Acknowledgements

In submitting this Contract, Bidder acknowledges and agrees that:

A. Reliance. Owner is relying on all warranties, representations, and statements made by Bidder in this Contract.

B. Reservation of Rights. Owner reserves the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Bidders.

C. Acceptance. If this Contract is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Contract and in Owner's written notification of acceptance in the form included in this bound set of documents.

D. Remedies. Each of the rights and remedies reserved to Owner in this Contract shall be 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 for this Contract and, except where stated otherwise, references in this Contract to days shall be construed to refer to calendar days.

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

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

H. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Bidder, except that Owner has the right, by written order executed by Owner, to make changes in the Work ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, then an equitable adjustment in the Contract Price or Contract Time may be made. No decrease in the amount of the Work caused by any Change Order shall entitle Bidder to make any claim for damages, anticipated profits, or other compensation.

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

J. Governing Law. This Contract, and the rights of the parties under this Contract shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois. Every provision of law required by law to be inserted into this Contract/Proposal shall be deemed to be inserted herein.



REFERENCES:

DUPAGE COUNTY DOT  
421 N. COUNTY FARM  
WHEATON, IL 60187

VILLAGE OF VERNON HILLS  
490 GREENLEAF DR  
VERNON HILLS, IL 60061

VILLAGE OF GLENVIEW  
2498 E LAKE STREET  
GLENVIEW, IL 60026

VILLAGE OF JOLIET  
150 W JEFFERSON  
JOLIET, IL 60432

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

- Bidder has carefully examined and read the ITB and all related documents in their entirety.
- The person signing the Contract proposal on behalf of Bidder is fully authorized to execute the Contract and bind Bidder to all of the terms and provisions of the Contract.
- Bidders has provided a list of client references including at least 4 Municipal References
- Bidder has fully completed the entire Contract form, including the Total Contract Price.
- Bidder has submitted a certified check or bid bond, as required by the Instructions to Bidders
- Bidder has checked the City's website for any addenda issued in connection with this ITB, hereby acknowledges receipt of Addenda Nos. \_\_\_\_\_ [BIDDERS MUST INSERT ALL ADDENDA NUMBERS], has attached these addenda to Bidder's contract proposal, and acknowledges and agrees that, if Bidder's contract proposal is accepted, these addenda will be incorporated into the Contract and will be binding upon Bidder.
- Bidder has submitted its Contract proposal in a sealed envelope that bears the full legal name of Bidder and the name of the Contract.

Dated: \_\_\_\_\_, 20\_\_\_\_\_.

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

Bidder's Name: Superior Road Striping Inc.

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

Signature of Bidder or Authorized Agent: [Signature] Date: 4-14-23

(corporate seal) Printed Name: Joan Yano  
 (if corporation)

Title/Position: President

Bidder's Business Address: 1980 N. Hawthorne Ave  
Melrose Park IL 60160

Bidder's Business Telephone: 708-865-0718 Facsimile: 708-865-0296

If a corporation or partnership, list all officers or partners:

NAME	TITLE	ADDRESS
Joan Yano	President	Superior Road Striping, Inc. 1980 N. Hawthorne Avenue Melrose Park, IL 60160
Joseph Yano	V.P.	


 COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT

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

## MEMORANDUM

Date: May 25, 2023

To: Michael G. Bartholomew, City Manager

From: John T. Carlisle, AICP, Director of Community and Economic Development *JTC*

Cc: Maureen Stern, Director of Media Services

Subject: Adopt Alternative City Message Display Terms for the Proposed Electronic Message Board (EMB) Billboard Sign in Lot 4 of Mannheim-Pratt Commercial Development

**Issue:** Image Media, owner of Lot 4 of the Mannheim-Pratt commercial subdivision (southeast corner of Mannheim Road and Pratt Avenue), has applied for a billboard sign permit for the proposed EMB billboard in the southeast corner of the currently under construction Mannheim-Pratt commercial development. However, the City Council must approve the proposed City Message Agreement terms in this case.

**Analysis:** Section 12-11-6.B. of the Zoning Ordinance requires that City-sponsored messages must be made available, at no cost to the City, for display on EMB billboard sign panels. These City messages must be displayed on a regular rotation as determined by an agreement between the City and a billboard sign permittee (typically a billboard media company). While Zoning does not express specific terms for how often and with what content these messages should be displayed, in May 2022 the Council adopted Resolution R-98-22, which established expectations for terms in EMB City Message Agreements that cover these issues. The following summarizes the key expectations, which are based on agreements the City has signed in the past:

- City messages must display for at least 10 seconds in a rotation with other ads, based on the assumption of a *nine*-advertiser rotation. This amounts to one display at least every 90 seconds over a 24-hour period.
- The City message must be provided for at least 25 weeks in a calendar year.
- Messages will promote events and activities of the City and partner agencies, such as park districts, as well as post important public safety or other community announcements.

Image proposes terms that its representatives claim will fulfill the same intent as the Council's adopted policy. Image's standard advertiser rotation contains only *six* messages in a rotation instead of *nine*, the latter being more common among other companies. In Image's six-advertiser rotation, the City message will be displayed more often than the adopted expectation: once every 60 seconds instead of once every 90 seconds. In other words, when the City's message is in the rotation, it will be seen more often. On the other hand, Image claims it is not feasible to provide 25 weeks of time because of the way it sells time to all other advertisers. Nonetheless, because of the six-advertiser rotation, a 10-second City message would be displayed for the same amount of time over *17 weeks* instead of the standard 25. A 17-week commitment is what Image is proposing, but Council action is necessary to accept this deviation.

If the Council adopts the resolution, the alternative terms would be incorporated into the City Message Agreement(s) for both the east-facing and west-facing EMB panels on the proposed billboard in the Mannheim-Pratt development. The development will have two commercial buildings containing multiple restaurants and retail (Outback Steakhouse, Five Guys Burgers and Fries, First Watch, and others). However, the variation enabling the billboard to be in its proposed location, approved by Ordinance Z-53-21 in December 2021, stipulated that the full billboard sign permit could not be released *until the foundations for both commercial buildings in the development had been installed*. The foundation for one of the buildings, the southern multitenant building, has been constructed, and its building shell walls are also being built. However, as of this writing, the foundation for the northern building (Outback Steakhouse) has not been installed. Staff is monitoring construction progress closely and will not release the full billboard permit until the latter action is complete; Council approval of this item would not relieve that requirement. Nonetheless, the Council’s approval of alternate agreement terms is necessary to accommodate Image’s request and allow the permit review to progress.

**City Council Action:** If the Council accepts Image Media’s alternative proposal for city message frequency and weeks of display, it may approve Resolution R-107-23, authorizing the City Manager to enter into a City Message Agreement for each of the two EMB panels on the proposed billboard sign.

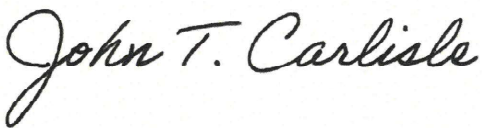
**Attachment**

Attachment 1: Excerpt from Policy and Procedure Order 2022-02, Adopted by R-98-22

Attachment 2: Location and Elevation of Proposed Billboard

**Resolution R-107-23**

**POLICY AND PROCEDURE ORDER**

<b>TITLE:</b> ELECTRONIC MESSAGE BOARD (EMB) BILLBOARD SIGNS – CITY MESSAGE AGREEMENT POLICY	
 <hr/> JOHN T. CARLISLE, AICP DIRECTOR	<b>NUMBER:</b> PPO-2022-02
	<b>EFFECTIVE:</b> 5/17/2022
	<b>REVISED:</b>

The Director of Community and Economic Development (“CED Director”) is responsible for the enforcement of City codes and ordinances, as well the supervision of the employees in the department. To provide for effective management, certain policies, procedures and interpretations must be documented. Any Policy and Procedure Order issued by the Director is meant to supplement the administrative direction of the City Manager. Where there may be a conflict between this policy and a directive of the City Manager, the City Manager’s directive shall prevail.

**ISSUE:**

The City values the ability to transmit information for the public benefit to a wide audience, and electronic message board (EMB) billboard signs are an opportunity to do that, given their high visibility along interstate highways. In fact, the City requires EMB billboard signs to provide City messaging on a regular rotation, at no cost to the City, pursuant to Section 12-11-6.B of the Zoning Ordinance, which requires an agreement between the City and the applicant.

However, to prevent overly detailed and complicated language in the Zoning Ordinance, the terms of agreements are not specifically listed. The City Manager has negotiated terms on a case-by-case basis and entered into agreements at his discretion.

**DISCUSSION:**

This policy is needed because:

- The City amended its Zoning Ordinance in December 2021 to allow for an additional billboard sign permit – specifically with an EMB panel – to be part of a commercial development at the southeast corner of Mannheim Road and Pratt Avenue;
- Des Plaines contains current static billboard signs that are eligible to be converted to EMB;

- The City wishes to standardize the terms in agreements so that it can provide a more predictable and clear approach to negotiations; and
- Billboard media is a highly competitive industry, and the City expects to enter into agreements with multiple entities.

**TERMS:**

Henceforth, the City will require all EMB billboard sign applicants to agree to the following terms for City messages:

- At least one rotating 10-second spot within nine advertiser rotations available in 25 one-week periods in a calendar year (“Community Message Weeks”).
- The normal rotation of a City message is one 10-second display every 90 seconds, 24 hours per day. If the media company must change this rotation schedule, the media company must notify the City in advance and obtain written permission.
- The City shall notify the media company via a designated email contact on or before October 1 that in the following calendar year the City will utilize its City messages. The media company must respond within 14 business days to confirm receipt.
- The City will provide “camera ready artwork” to the media company’s specifications on or before seven days prior to a display date for a city message.
- In the event the media company fails to provide the City with the City message commitments as set forth in the agreement, the media company will provide the City a make good for any lost days to promote another City message during the same calendar year or within 60 days of a new calendar year. If the specific EMB panel permitted under the agreement is not available, the media company will provide City messages on another EMB along an interstate highway in the Chicagoland area.
- City messages include but are not limited to Amber Alerts, FBI wanted messages, weather alerts, promotion of Des Plaines overall, holiday announcements, and messages promoting City-sponsored events or events of community partner agencies, such as the Des Plaines Park District. Non-exhaustive examples of City- and City-partner-sponsored events are the following:
  - Maine West Fun Fair
  - Spring Fun Fair (and Touch a Truck)
  - Cop on a Rooftop
  - Taste of Des Plaines
  - Independence Day Parade
  - Independence Day Fireworks
  - Friday Nights at Lake Opeka
  - National Night Out
  - Fall Fest
  - Halloween Hoopla
  - Tree Lighting
  - Winter Wonderland
  - Curb Appeal
  - Restaurant Week
  - Des Plaines Market/French Market

**CONCLUSION:**

This Policy and Procedure may be revised, subject to adoption by the City Council.

**PROPERTY DESCRIPTION**

LOTS 1, 2 AND 9 IN THE RESUBDIVISION OF BLOCK 1 AND VACATED ALLEYS AND LOTS 10 TO 26, INCLUSIVE, AND VACATED ALLEY IN BLOCK 2 IN BOESCH'S ADDITION TO ORCHARD PLACE, A SUBDIVISION OF THE NORTH 700.6 FEET OF THAT PART OF THE SOUTH-WEST QUARTER OF SECTION 55, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE RIGHT-OF-WAY AND GROUNDS OF THE WISCONSIN CENTRAL RAILROAD, IN COOK COUNTY, ILLINOIS, ALSO.

THAT PART OF THE WEST HALF OF THE SOUTH-WEST QUARTER OF SECTION 55, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF THE RIGHT-OF-WAY OF THE MINNEAPOLIS ST. PAUL AND SAULT STE. MARIE RAILROAD, NORTH-WEST CORNER OF THE WISCONSIN CENTRAL RAILROAD, SAID WESTERLY RIGHT-OF-WAY LINE ALSO BEING THE EASTERN LINE OF A STREET KNOWN AS ORCHARD PLACE AND THE SOUTH LINE OF PRATT AVENUE, SAID SOUTH LINE BEING 250 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTH-WEST QUARTER OF SECTION 55, THENCE SOUTHERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID RAILROAD 250 FEET TO THE PLACE OF BEGINNING OF THE TRACT OF LAND TO BE DESCRIBED HEREIN, THENCE CONTINUING SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 205.40 FEET TO A POINT ON THE NORTH-EASTERLY LINE ON THE ILLINOIS TOLL-HIGHWAY COMMISSION EASEMENT RIGHT-OF-WAY GRANTED BY DOCUMENT 1078986, THENCE SOUTHEASTERLY ALONG SAID NORTH-EASTERLY LINE 150 FEET THE EASTERLY, ALONG A LINE DRAWN AT RIGHT ANGLES TO THE CENTER LINE OF SAID RAILROAD COMPANY'S MAIN TRACK, FOR A DISTANCE OF 100 FEET TO A POINT ON A LINE WHICH IS 10 FEET WESTERLY OF AND PARALLEL WITH THE CENTER LINE OF SAID MAIN TRACK, THENCE NORTHERLY ALONG SAID PARALLEL LINE, 288.22 FEET TO THE SOUTH LINE OF PRATT AVENUE, AFORESAID, THENCE WESTERLY ALONG SAID SOUTH LINE 152.77 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, ALSO.

THAT PART OF THE WEST HALF OF THE SOUTH-WEST QUARTER OF SECTION 55, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF THE RIGHT-OF-WAY OF THE MINNEAPOLIS ST. PAUL AND SAULT STE. MARIE RAILROAD, NORTH-WEST CORNER OF THE WISCONSIN CENTRAL RAILROAD, SAID WESTERLY RIGHT-OF-WAY LINE ALSO BEING THE EASTERN LINE OF A STREET KNOWN AS ORCHARD PLACE AND THE SOUTH LINE OF PRATT AVENUE, SAID SOUTH LINE BEING 250 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTH-WEST QUARTER OF SECTION 55, THENCE SOUTHERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID RAILROAD 250 FEET THE EASTERLY, ALONG A LINE DRAWN AT RIGHT ANGLES TO THE CENTER LINE OF SAID RAILROAD COMPANY'S MAIN TRACK, FOR A DISTANCE OF 100 FEET TO A POINT ON A LINE WHICH IS 10 FEET WESTERLY OF AND PARALLEL WITH THE CENTER LINE OF SAID MAIN TRACK, THENCE NORTHERLY ALONG SAID PARALLEL LINE, 288.22 FEET TO THE SOUTH LINE OF PRATT AVENUE, AFORESAID, THENCE WESTERLY ALONG SAID SOUTH LINE 152.77 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, ALSO.

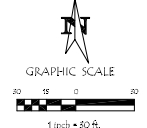
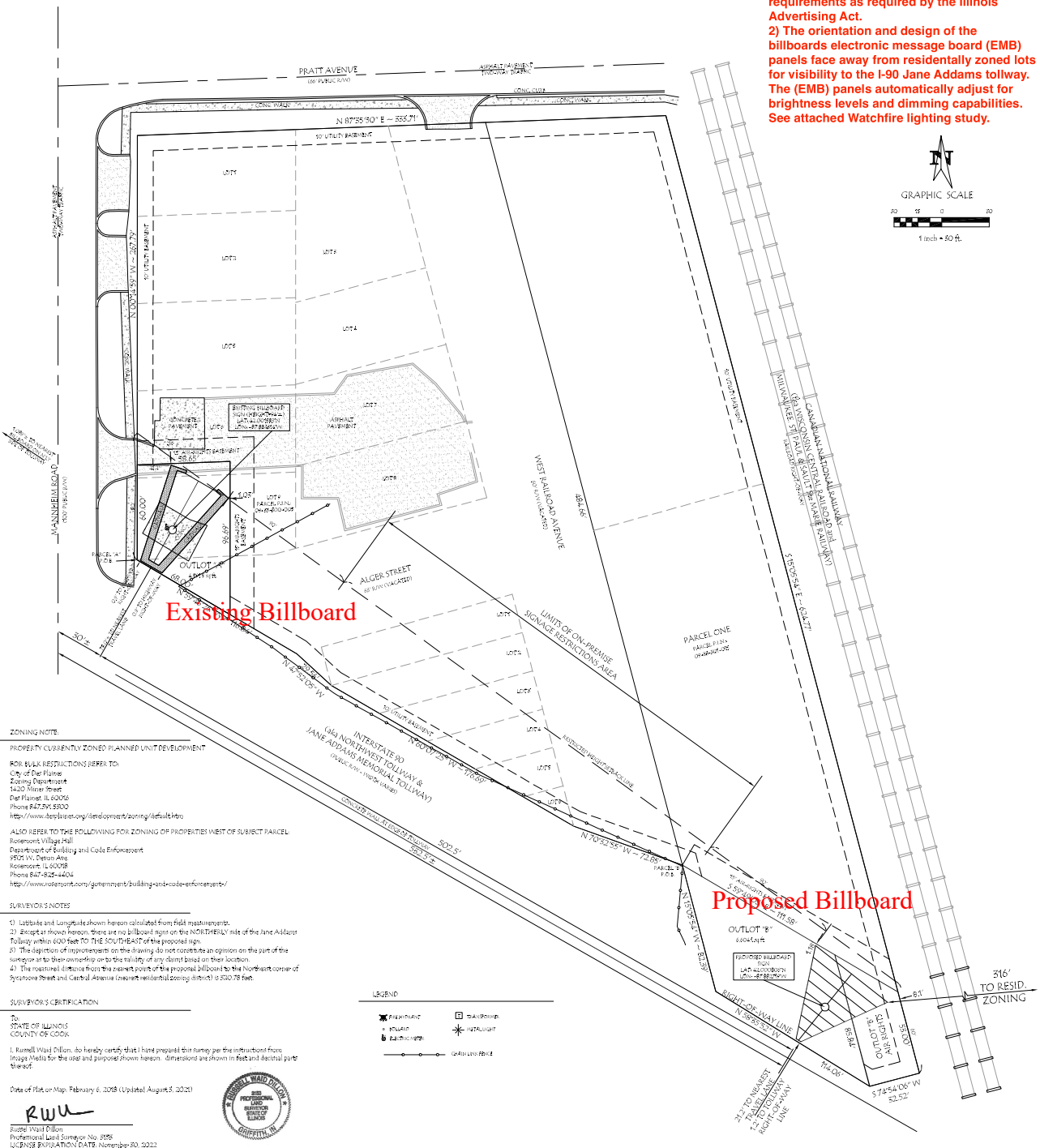
LOTS 4, 5, 6, 7, 8 AND 9 IN RESUBDIVISION OF BLOCK 1 AND VACATED ALLEYS AND LOTS 10 TO 26, BOTH INCLUSIVE, AND VACATED ALLEYS IN BLOCK 2 OF BOESCH'S ADDITION TO ORCHARD PLACE, A SUBDIVISION OF THE NORTH 700.6 FEET OF THAT PORTION OF THE SOUTH-WEST QUARTER OF SECTION 55, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE RIGHT-OF-WAY AND GROUNDS OF THE WISCONSIN CENTRAL RAILROAD, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAN OF SAID RESUBDIVISION RECORDED OCTOBER 21, 1924, AS DOCUMENT NUMBER 1078986, ALSO.

LOT 1 AND THAT PART OF LOTS 2 TO 6, INCLUSIVE, IN RESUBDIVISION OF BLOCK 1 AND VACATED ALLEYS AND LOTS 10 TO 26, BOTH INCLUSIVE, AND VACATED ALLEYS IN BLOCK 2 OF BOESCH'S ADDITION TO ORCHARD PLACE, A SUBDIVISION OF THE NORTH 700.6 FEET OF THAT PORTION OF THE SOUTH-WEST QUARTER OF SECTION 55, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE RIGHT-OF-WAY AND GROUNDS OF THE WISCONSIN CENTRAL RAILROAD, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAN OF SAID RESUBDIVISION RECORDED OCTOBER 21, 1924, AS DOCUMENT NUMBER 1078986, ALSO.

THAT PART OF VACATED WEST RAILROAD AVENUE, PART OF VACATED ALGER STREET AND PART OF A VACATED NORTH-WESTERLY AND SOUTH-EASTERLY ALLEY IN THE SOUTH-WEST QUARTER OF SECTION 55, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF PRATT AVENUE WITH THE WEST LINE OF WEST RAILROAD AVENUE, THENCE SOUTH 49° 14' 00" WEST ALONG THE WESTERLY LINE OF RAILROAD AVENUE 126.54 FEET TO THE NORTHERLY LINE OF ALGER STREET, THENCE SOUTH 70° 20' 00" WEST ALONG SAID NORTHERLY LINE 140.32 FEET TO A BEND THEREIN, THENCE SOUTH 87° 49' 00" WEST ALONG SAID NORTHERLY LINE 84.11 FEET TO THE BATTERY TERMINUS OF THAT PART OF ALGER STREET PREVIOUSLY VACATED BY DOCUMENT NUMBER 1078986, THENCE SOUTH 49° 14' 00" EAST ALONG SAID BATTERY TERMINUS 105.84 FEET THENCE SOUTH 49° 14' 00" EAST TO THE BATTERY LINE OF A NORTH-WESTERLY AND SOUTH-EASTERLY ALLEY, THENCE NORTH 49° 14' 00" WEST ALONG SAID BATTERY LINE 25.00 FEET TO ITS INTERSECTION WITH THE SOUTH-WESTERLY LINE OF ALGER STREET, THENCE NORTH 79° 02' 00" EAST ALONG SAID NORTHERLY LINE 125.00 FEET TO THE WEST LINE OF WEST RAILROAD AVENUE, THENCE SOUTH 49° 14' 00" EAST ALONG SAID WESTERLY LINE 149.89 FEET TO THE NORTHERLY TERMINUS OF THAT PART OF WEST RAILROAD AVENUE PREVIOUSLY VACATED BY DOCUMENT NUMBER 1078986, THENCE SOUTH 79° 02' 45" EAST ALONG SAID NORTHERLY TERMINUS 20.55 FEET TO THE EASTERN LINE OF WEST RAILROAD AVENUE, THENCE NORTH 14° 50' 44" WEST ALONG SAID EASTERLY LINE, 48.66 FEET TO THE SOUTH LINE OF PRATT AVENUE, THENCE SOUTH 87° 49' 00" WEST 65.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.



- NOTES**
- 1) The spacing between the proposed billboard sign and the existing billboard sign is 502.5' which meets the spacing requirements as required by the Illinois Advertising Act.
  - 2) The orientation and design of the billboards electronic message board (EMB) panels face away from residentially zoned lots for visibility to the I-90 Jane Addams tollway. The (EMB) panels automatically adjust for brightness levels and dimming capabilities. See attached Watchfire lighting study.



**ZONING NOTE**

PROPERTY CURRENTLY ZONED PLANNED UNIT DEVELOPMENT

FOR BY-LAW RESTRICTIONS REFER TO:

City of Plaines  
Zoning Department  
1420 River Street  
Plaines, IL 60556  
Phone 847.591.8500  
<http://www.plaines.org/development/zoning/default.htm>

ALSO REFER TO THE FOLLOWING FOR ZONING OF PROPERTIES WEST OF SUBJECT PARCEL:

Business Village Hill  
Department of Building and Code Enforcement  
3921 N. Devon Ave  
Rosemont, IL 60018  
Phone 847-925-4404  
<http://www.rosemont.com/government/building-and-code-enforcement/>

**SURVEYOR'S NOTES**

- 1) Lotbacks and Longmarks shown hereon calculated from field measurements.
- 2) Except as shown hereon, there are no billboard signs on the NORTHWESTLY side of the Jane Addams Tollway within 400 feet to the SOUTH-EAST of the proposed sign.
- 3) The depiction of improvements on this drawing do not constitute an opinion on the part of the surveyor as to their ownership or to the liability of any claim based on their location.
- 4) The measured distance from the eastern point of the proposed billboard to the Northeast corner of Syracuse Street and Central Avenue (nearest residential zoning district) is 500.78 feet.

**SURVEYOR'S CERTIFICATION**

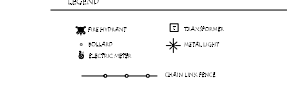
To: STATE OF ILLINOIS  
COUNTY OF COOK

I, Russell Ward Dillon, do hereby certify that I have prepared this survey per the instructions from the City of Plaines for the use and purpose shown hereon, dimensions are shown in feet and decimal part thereof.

Date of Plot on Map: February 6, 2025 (Updated August 6, 2025)

*RWD*

Russell Ward Dillon  
Professional Land Surveyor No. 5955  
LICENSE EXPIRATION DATE: November 30, 2022



**SHEET 1 OF 1**

Image Media  
5101 Darmstadt Road, Suite A  
Hillside, Illinois

**PLAN OF SURVEY**

2811 Mannheim Road  
DES PLAINES, ILLINOIS

**ZARKO SEKEREZ & ASSOCIATES, Inc.**

SURVEYING & LAND PLANNING

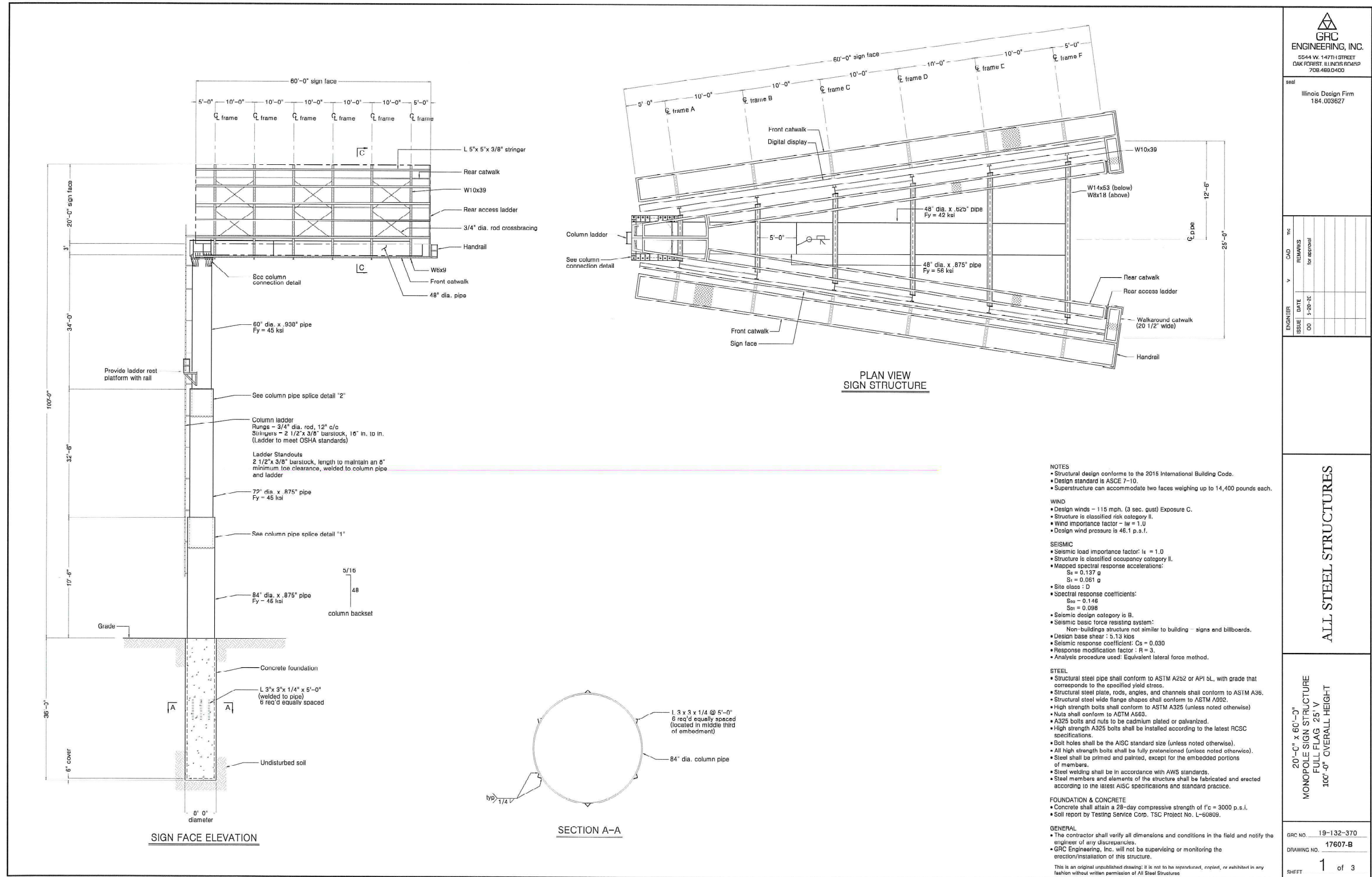
116 WEST CLARK STREET  
CROWN POINT, INDIANA 46307

Phone: 317-226-1313  
Fax: 317-226-9508  
Web: www.sekerez.com

**DRAWN BY:** PS  
**CHECKED BY:** RL

**DATE:** February 6, 2025  
**UPDATE:** August 6, 2025

**JOB No.:** 10770



Illinois Design Firm  
 184.003627

ENGINEER	DATE	REVISIONS
00	5-20-20	for approval

**ALL STEEL STRUCTURES**

20'-0" x 60'-0" MONOPOLE SIGN STRUCTURE  
 FULL FLAG 25' V  
 100'-0" OVERALL HEIGHT

GRC NO. 19-132-370  
 DRAWING NO. 17607-B  
 SHEET 1 of 3



**CITY OF DES PLAINES**

**RESOLUTION R - 107 - 23**

**A RESOLUTION APPROVING A CITY MESSAGE AGREEMENT WITH IMAGE MEDIA ADVERTISING INC. REGARDING AN ELECTRONIC MESSAGE BOARD BILLBOARD SIGN ON LOT 4 OF THE MANNHEIM-PRATT COMMERCIAL DEVELOPMENT.**

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**WHEREAS**, Section 12-11-6.B of the Des Plaines Zoning Ordinance of 1998, as amended (“**Zoning Ordinance**”), requires electronic message board billboard sign (“**EMB Billboard Sign**”) permittees to display City-sponsored messages on a regular rotation as determined by an agreement between the City and the permittee (“**City Message Agreement**”); and

**WHEREAS**, the City Council adopted Resolution R-98-22 (“**EMB Billboard City Message Policy**”) that set forth the standard terms of the City Message Agreement, including, without limitation, the duration, frequency, number of weeks in a year, and options for alternative display of the City-sponsored messages; and

**WHEREAS**, in 2021, the City Council adopted Ordinance Z-52-21, approving a text amendment to the Zoning Ordinance to authorize a thirteenth EMB Billboard sign permit in accordance with Ordinance Z-53-21, which approved a major variation to allow the construction of an EMB Billboard Sign on Lot 4 of the Mannheim-Pratt subdivision located at 2805-2845 Mannheim Road in the City (“**Proposed Billboard**”); and

**WHEREAS**, Image Media Advertising Inc. (“**Image Media**”) has applied to the City for an EMB Billboard Sign permit to construct the Proposed Billboard; and

**WHEREAS**, Image Media has requested a deviation from the EMB Billboard City Message Policy to reduce the number of weeks per year during which the City Message will be displayed from 25 weeks to 17 weeks (“**Site-Specific Policy Deviation**”) because the City Message will rotate more frequently during those 17 weeks compared with other billboard advertisers and the resulting City Message display time will be equivalent or greater than the duration achieved through the standard terms of the EMB Billboard City Message Policy; and

**WHEREAS**, the City and Image Media desire to enter into a City Message Agreement with alternate terms to document the Site-Specific Policy Deviation (“**Alternative City Message Agreement**”); and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to approve the site-specific deviation from the EMB Billboard City Message Policy and approve the Alternative City Message Agreement with Image Media, in accordance with the provisions of this Resolution;

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

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

**SECTION 2: APPROVAL OF SITE-SPECIFIC POLICY DEVIATION.** The City Council approves the Site-Specific Policy Deviation and approves the Alternative City Message Agreement with Image Media.

**SECTION 3: AUTHORIZATION AND EXECUTION.** The City Manager to authorized to execute, on behalf of the City, the Alternative City Message Agreement with Image Media, in a form approved by the General Counsel, which will include terms related to the Site-Specific Policy Deviation and additional terms that comply with the EMB Billboard City Message Policy.

**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 Authorizing the Alternative City Message Terms with Image Media for Proposed EMB Billboard in Lot 4 of the Mannheim-Pratt Commercial Development



## INFORMATION TECHNOLOGY DEPARTMENT

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

## MEMORANDUM

Date: May 17, 2023  
 To: Michael G. Bartholomew, City Manager  
 From: Romeo Sora, Director Information Technology *RS*  
 Subject: City Hall 1<sup>st</sup> Floor Category 6A Cable Project

**Issue:** The 2023 budget includes funding for the replacement of an existing Category 5 environment, to a new Category 6 environment.

**Analysis:** The City implemented an infrastructure with increased network speed up to 10GB (Gigabytes) per second. To take advantage of the increased speed, staff would like to remove the existing Category 5 environment (cables, network jacks, patch panels) on the 1st floor of City Hall and replace it with a Category 6 shielded environment (cables, network jacks, patch panels). As part of the project, staff will relocate an existing “wiring closet” from its current location in the Finance Department’s storage closet to a new, larger location outside of Council Chambers.

The City Council approved entering into a master contract with Argon Electric Company at its November 1, 2021 meeting through resolution R-174-21. Argon Electric Company has provided Task Order #25 in the amount of \$33,780.00 to provide materials and labor to remove the existing Category 5 environment (cables, network jacks, patch panels) and replace it with a Category 6 shielded environment (cables, network jacks, patch panels).

**Recommendation:** I recommend the approval of Task #25 with Argon Electric Company, Inc. 1700 Leider Lane, Suite 100, Buffalo Grove, IL 60089 in the not to exceed amount of \$33,780.00. This contract will be funded from the IT Computer Hardware Replacement fund (420-00-000-0000.8005).

Attachments:

Resolution – R- 108 -23  
 Exhibit A – Task Order #25

**CITY OF DES PLAINES**

**RESOLUTION R - 108 - 23**

**A RESOLUTION APPROVING TASK ORDER NO. 25  
UNDER A MASTER CONTRACT WITH ARGON  
ELECTRIC COMPANY, INC. FOR PROFESSIONAL  
ELECTRICAL SERVICES.**

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

**WHEREAS**, the City has identified the need to remove the existing Category 5 environment (cable, network jacks, patch panels) and replace it with a Category 6 environment (cable, network jacks, patch panels) on the 1<sup>st</sup> floor of City Hall to take advantage of the increased network speed (collectively, the "**Services**"); and

**WHEREAS**, on November 1, 2021, the City Council approved Resolution R-174-21, which authorized the City to enter into a master contract ("**Master Contract**") with Argon Electric Company, Inc. ("**Consultant**") for the performance of certain electrical services for the City as such services are needed over time; and

**WHEREAS**, in accordance with Section 1-10-14 of the City Code of the City of Des Plaines, City staff has determined that the procurement of the Services is not adapted to award by competitive bidding because the Services require a high degree of professional skill where the ability or fitness of the individual plays an important part; and

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

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

**WHEREAS**, Consultant submitted a proposal for the performance of the Services in the not-to-exceed amount of \$33,780.00; and

**WHEREAS**, the City has sufficient funds in the IT Computer Hardware Replacement fund to procurement of the Services from Consultant; and

**WHEREAS**, the City desires to enter into Task Order No. 25 under the Master Contract for the performance of the Services by Consultant in the not-to-exceed amount of \$33,780.00 ("**Task Order No. 25**"); and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to enter into Task Order No. 25 with Consultant;

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

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

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

**SECTION 3: APPROVAL OF TASK ORDER NO. 25.** The City Council hereby approves Task Order No. 25 in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel.

**SECTION 4: AUTHORIZATION TO EXECUTE TASK ORDER NO. 25.** The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, final Task Order No. 25.

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

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

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

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

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

ATTEST:

Approved as to form:

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

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

DP-Resolution Approving Task Order No 13 with Argon Electric for Installation of Cameras at Maple St Pumping Station

## ATTACHMENT A

### TASK ORDER

In accordance with Section 1.2 of the Master Contract dated November 1, 2021 between the City of Des Plaines (the “City”) and Argon Electric Company, Inc. (the “Contractor”), the Parties agree to the following Task Number 25:

**1. Contracted Services:** Removal of Category 5 environment (cables, network jacks, patch panels) and replace it with Category 6 shielded environment (cables, network jacks, patch panels.)

- Furnish and install new junction boxes in existing walls with fittings and supports above the ceiling area for installation of new low voltage cabling.
- Install new owner furnished rack and patch panel in relocated closet location on north side of building.
- Furnish and install new "J hooks" and "D" rings for support of the low voltage cabling to be installed in new closet area and above ceiling on the 1<sup>st</sup> floor.
- Furnish and install new cabling to various office locations for connection of new data, WAP, printer and camera locations.
- Furnish and install various 1 port, 2 port and 4 port locations with jacks and stainless steel cover plates. 43080 Leviton devices.
- Furnish and install ceiling camera locations with Cat 6 jack mounted above ceiling areas.
- Provide jacked ends on cables for connection to patch panel and terminate cables at wall port locations as required.
- Relocate and install new fiber optic cable and connections from 4<sup>th</sup> floor to 1<sup>st</sup> floor IT closet as required.
- Label, terminate and test all newly installed cables for a complete operational system.
- Core, install sleeves and fire seal wall penetrations for low voltage cable installation.
- Disconnect all associated low voltage cabling associated with the IT network system in the offices on the 1<sup>st</sup>
- Remove the existing low voltage cabling, connections and wall devices throughout the 1<sup>st</sup> floor designated office areas related to the IT system.
- Remove and replace ceiling tiles to allow for new cable installation in office, corridor, and electrical closet areas.
- All work to be performed after hours without disturbance to office personnel.

**2. Project Schedule** (attach schedule if appropriate): Commencement upon approval to proceed.

**3. Project Completion Date:**

All Contracted Services must be completed on or before: August 26, 2023

**4. Project Specific Pricing** (if applicable): \$33,780.00

**5. Additional Changes to the Master Contract** (if applicable): None

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED**

**CITY**

**CONTRACTOR**

\_\_\_\_\_  
Signature  
Director of Public Works

\_\_\_\_\_  
Signature

And Engineering  
\_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Name (Printed or Typed)  
\_\_\_\_\_, 20\_\_\_\_

Date

Date

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

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

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

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

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

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



ARGON ELECTRIC COMPANY, INC.

PHONE: (B47)364-2200



CONTRACTORS AND ENGINEERS

F AX: CB471 3 64, 2 2 0 5

1700 LEIDER LANE • SUITE # 100 • BUFFALO GROVE, IL 600B9

www.argonete.com

April 26, 2023

Mr. Romeo Sora  
City of Des Plaines  
1420 Miner Street  
Des Plaines, IL 60016

Email : [rsora@desplaines.org](mailto:rsora@desplaines.org)

Re: City Hall- 1<sup>st</sup>Floor  
IT Revisions

Dear Mr. Sora:

We are pleased to submit our proposal to furnish labor and materials to complete the electrical work for the work at Des Plaines City Hall. Scope of work includes the following:

- Furnish and install new junction boxes in existing walls with fittings and supports above the ceiling area for installation of new low voltage cabling.
- Install new owner furnished rack and patch panel in relocated closet location on north side of building.
- Furnish and install new "J hooks" and "D" rings for support of the low voltage cabling to be installed in new closet area and above ceiling on the 1<sup>st</sup> floor.
- Furnish and install new cabling to various office locations for connection of new data, WAP, printer and camera locations.
- Furnish and install various 1 port, 2 port and 4 port locations with jacks and stainless steel cover plates. 43080 Leviton devices.
- Furnish and install ceiling camera locations with Cat 6 jack mounted above ceiling areas.
- Provide jacked ends on cables for connection to patch panel and terminate cables at wall port locations as required.

- Relocate and install new fiber optic cable and connections from 4<sup>th</sup> floor to 1<sup>st</sup> floor IT closet as required.
- Label, terminate and test all newly installed cables for a complete operational system.
- Core, install sleeves and fire seal wall penetrations for low voltage cable installation.
- Disconnect all associated low voltage cabling associated with the IT network system in the offices on the 1<sup>st</sup>
- Remove the existing low voltage cabling, connections and wall devices throughout the 1<sup>st</sup> floor designated office areas related to the IT system.
- Remove and replace ceiling tiles to allow for new cable installation in office, corridor, and electrical closet areas.
- All work to be performed after hours without disturbance to office personnel.

**Total price for the above work not to exceed \$33,780.00**

There is no sales tax attached to this proposal.

Labor costs are included for overtime to minimize disturbance to office staff.

All work will be done in accordance with Local Electrical Codes and Standards.

Thank you for the opportunity to be of service. I look forward to working with you on this project and providing the quality work that Argon Electric is recognized for throughout the construction industry.

Please feel free to contact me if you have any questions or require additional information.

Sincerely,

ARGON ELECTRIC COMPANY, INC.

*Ronald J. Cacioppo*

Ronald J. Cacioppo



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 *ASD*  
 Cc: Timothy P. Oakley, P.E., CFM, Director of Public Works & Engineering *TPO*  
 Subject: Design Engineering Services Proposal – Craig Manor Drainage Improvements

**Issue:** A stormwater drainage study of the Craig Manor Subdivision was performed in May 2013 by Christopher B. Burke Engineering Ltd. (CBBEL) who recommended drainage improvements. The Metropolitan Water Reclamation District of Greater Chicago (MWRD) selected the proposed improvements for partial grant funding.

**Analysis:** The Craig Manor Subdivision has experienced repeated flooding in recent history with significant events in October 2001 and July 2011. The existing storm sewer system has capacity limitations with intense rainfall and the July 23, 2011 storm resulted in approximately 2-feet of roadway flooding and several homes with flooded basements and garages.

The Craig Manor Drainage Improvement Project consists of a new stormwater storage facility at Craig Manor Park with relief storm sewers to convey floodwater to the underground facility. The project will provide structure flooding relief to 11 at-risk houses in Craig Manor.

Design engineering services will include preparation of engineering plans and specifications, geotechnical analysis, topographic surveying, utility coordination, permitting, and bidding assistance. Design engineering and permitting would be completed in 2023. Construction would be recommended in 2024.

**Recommendation:** We recommend approval of Task Order #3 to the Master Contract with CBBEL, 9575 West Higgins Road, Suite 600, Rosemont, Illinois 60018 in the amount of \$152,900. Source of funding would be Capital Project Funds.

**Attachments:**  
 Resolution R-96-23  
 Exhibit A – Task Order No. 3

**CITY OF DES PLAINES**

**RESOLUTION R - 96 - 23**

**A RESOLUTION APPROVING TASK ORDER NO. 3  
UNDER A MASTER CONTRACT WITH CHRISTOPHER B.  
BURKE ENGINEERING, LTD. FOR PROFESSIONAL  
ENGINEERING SERVICES.**

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

**WHEREAS**, the City has appropriated funds in the Capital Projects Fund for use by the Department of Public Works and Engineering during the 2023 fiscal year for the Craig Manor Subdivision Drainage Improvement Project ("**Project**"); and

**WHEREAS**, on December 21, 2021, the City Council approved Resolution R-210-21, which authorized the City to enter into a master contract ("**Master Contract**") with Christopher B. Burke Engineering, Ltd. ("**Consultant**") for the performance of engineering services for the City as such services are needed over time; and

**WHEREAS**, the City desires to procure professional engineering services related to design engineering for the Project ("**Engineering Services**"); and

**WHEREAS**, in accordance with Section 1-10-14 of the City Code of the City of Des Plaines, City staff has determined that the procurement of the Engineering Services is not adapted to award by competitive bidding because the Engineering Services require a high degree of professional skill where the ability or fitness of the individual plays an important part; and

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

**WHEREAS**, Consultant submitted a proposal to perform the Engineering Services in the not-to-exceed amount of \$152,900; and

**WHEREAS**, the City has sufficient funds in the Capital Projects Fund for the procurement of the Engineering Services from Consultant; and

**WHEREAS**, the City desires to enter into Task Order No. 3 under the Master Contract for the procurement of the Engineering Services from Consultant in the not-to-exceed amount of \$152,900 ("**Task Order No. 3**"); and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to enter into Task Order No. 3 with Consultant;

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

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

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

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

**SECTION 4: AUTHORIZATION TO EXECUTE TASK ORDER NO. 3.** The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, final Task Order No. 3 only after receipt by the City Clerk of at least one executed copy of final Task Order No. 3 from Consultant; provided, however, that if the City Clerk does not receive one executed copy of final Task Order No. 3 from Consultant within 60 days after the date of adoption of this Resolution, then this authority to execute and seal final Task Order No. 3 shall, at the option of the City Council, be null and void.

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

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

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

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

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

ATTEST:

Approved as to form:

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

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

TASK ORDER NO. 3  
TO MASTER CONTRACT BETWEEN THE CITY OF DES PLAINES  
AND CHRISTOPHER B. BURKE ENGINEERING, LTD.  
FOR PROFESSIONAL ENGINEERING SERVICES

In accordance with Section 1.2 of the Master Contract dated January 1, 2022 between the City of Des Plaines (the “City”) and Christopher B. Burke Engineering, Ltd., 9575 West Higgins Road, Suite 600, Rosemont, Illinois 60018 (the “Consultant”), the Parties agree to the following Task Number 3:

**1. Contracted Services:**

The Consultant will perform the services described in the "Scope of Services" set forth in the “Professional Engineering Services Proposal Craig Manor Drainage System Improvements” prepared by the Consultant submitted to the City, and dated May 16, 2023 (“Proposal”).

**2. Project Schedule:**

N/A

**3. Project Completion Date:**

The Consultant will diligently and continuously prosecute the Services until their completion.

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

In exchange for the Contracted Services, the Consultant will receive compensation on a time and materials basis in the amounts set forth in the Pricing Schedule attached to the Master Contract as Attachment B, but in no event will the compensation paid to the Consultant exceed \$152,900 as set forth in the Proposal under the section titled "Estimated Fee”.

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

In the event of a conflict between any provisions of the Proposal and this Task Order No. 3 of the Master Contract, this Task Order No. 3 and the Master Contract will control.

**ALL OTHER TERMS AND CONDITIONS OF THE MASTER CONTRACT REMAIN UNCHANGED.**

[SIGNATURE PAGE FOLLOWS]

**CITY**

**CONSULTANT**

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

\_\_\_\_\_, 2023  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Printed or Typed)  
\_\_\_\_\_, 2023  
Date

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

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

\_\_\_\_\_, 2023  
Date

If greater than \$25,000, the City Council must approve the Task Order in advance and the City Manager's signature is required.

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

\_\_\_\_\_, 2023  
Date



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

May 16, 2023

City of Des Plaines  
1420 Miner Street  
Des Plaines, IL 60016-4400

Attention: Mr. Jon Duddles, PE, CFM  
Assistant Director of Public Works and Engineering

Subject: Professional Engineering Services Proposal  
Craig Manor Drainage System Improvements

Dear Mr. Duddles:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to present this proposal for professional engineering services related to the preparation of plans, specifications, permits, and bidding assistance for construction of the Craig Manor Drainage System Improvements. We understand the City of Des Plaines (City) would like to construct this project in 2024. Included in this proposal are our Understanding of the Assignment, Scope of Services and Estimated Fee.

**UNDERSTANDING OF THE ASSIGNMENT**

The Craig Manor Subdivision, located northeast of Wolf Road and Central Road, has experienced repeated flooding over the years with significant flood events occurring on October 13, 2001 and July 23, 2011. The July 23, 2011 storm event produced short, intense rainfall that overwhelmed the storm sewer system and resulted in approximately 2-feet of flooding over the roadway. Several homes were impacted with flooded basements and garages. This flood event prompted a drainage study completed by CBBEL as summarized in a May 2013 report.

The Craig Manor Drainage Improvement Project consists of a new 2.5 acre-foot stormwater storage facility at Craig Manor Park with relief storm sewers to convey floodwater to the facility. The stormwater storage facility was originally proposed as an above ground basin in the May 2013 summary report but was updated to be an underground basin to meet the needs of the Des Plaines Park District. The improvement project provides significant flood reduction and is designed to prevent structure flooding to 11 at-risk houses. We will refine the conceptual design of this flood improvement project and develop construction ready engineering plans and specifications and obtain all necessary permits/approvals. This project was selected for grant funding through the MWRD's Stormwater Partnership Program (SPP) and we will assist the City with the preparation of the Intergovernmental Agreement (IGA). The



Scope of Services in the next section details the tasks necessary to complete the detailed engineering design.

## **SCOPE OF SERVICES**

**Task 1 – Geotechnical Investigation:** Our subconsultant, Testing Service Corporation (TSC), will complete a geotechnical investigation of the project limits. TSC will take 4 soil borings, 2 pavement core/soil borings to 15 feet in depth for the relief storm sewer and two soil borings to 20 feet in depth for the underground vault and TSC will prepare a report with LPC 663 forms, as necessary, describing the following:

- Summary of client-provided project information and report basis.
- Overview of encountered subsurface conditions.
- Overview of field and laboratory tests performed including results.
- Geotechnical recommendations pertaining to:
  - Utility installation and backfill recommendations
  - Trench box lateral earth pressures
  - Dewatering
- Construction considerations, including temporary excavation and construction control of water.
- LPC-663 CCDD Certification, as applicable.

**Task 2 – Evaluation of Geotechnical Report:** CBBEL and City Staff will evaluate the geotechnical report to verify the proposed scope of work and review the soil analytics.

**Task 3A – Topographic Survey:** As part of this task, CBBEL will perform a full topographic survey of the entire right-of-way for Madelyn Drive (from Craig Manor Park to Therese Terrace, 800LF), Mark Ave. (from Madelyn Drive to 400' west, 400LF), Therese Terrace (from Madelyn Drive to 300' west, 300LF), Side Yard Storm Sewer between #765 & #757 Therese Terrace, and Craig Manor Park topographic survey (2± acres). CBBEL will perform the following survey tasks within project limits:

**Horizontal Control:** Utilizing state plane coordinates, CBBEL will set recoverable primary control utilizing state of the art GPS equipment based on NGS Control Monumentation.

**Vertical Control:** CBBEL will establish benchmarks and assign elevations to the horizontal control points. This will be based on GPS observed NGS Control Monumentation (NAVD'88 vertical control datum).

**Approximate Right-of-Way:** CBBEL will establish the approximate existing right-of-way of the Roadways within the project limits based on monumentation found in the field, plats of highways, subdivision plats and Cook County Recorder's On-Line Web Site Research.

**Topographic Survey:** CBBEL will field locate all pavements, driveways, curb and gutters, pavement markings, signs, manholes, utility vaults, drainage structures, utilities,

driveway culverts, crossroad culverts, etc. within the project limits. Establish all rim and invert elevations, utility sizes & type, depth subterranean structure, etc., at all points of access to below-grade utilities.

Cross Sections: CBBEL will survey cross sections along the project limits at 50' intervals, at driveways, and at all other grade controlling features. Survey will be obtained for 10 feet beyond the existing right-of-way line.

Utility Survey and Coordination: All existing storm and sanitary sewers will be surveyed to determine rim and invert elevations and pipe sizes. Above ground facilities of any additional underground utilities including water main, gas, electric, cable, etc. will also be located.

Tree Survey: CBBEL will locate trees over 6" inches in diameter and only the tree line for wooded areas, if any, within the limits associated with the project. The located trees will be identified by species (deciduous or coniferous) and the size.

Base Mapping: CBBEL will compile all of the above information onto one base map at 1"=20' scale that is representative of existing conditions for use as the base sheet for the construction of any public or private infrastructure subsequent to the findings of engineering/drainage analysis.

**Task 3B – JULIE Utility Coordination:** CBBEL will coordinate with JULIE to retrieve atlas information for all applicable underground utilities including water main, gas, electric, cable, etc. CBBEL will compile all Utility Atlas information into the base map. Locations of existing utilities /obstructions / systems shown on the base map are the compilation of available utility plans provided by utility owners and JULIE Utility Coordination. All utilities /obstructions / systems may not be shown. Contractor shall be responsible for locating and protecting all underground utilities/obstructions/systems whether or not shown on base map. JULIE Utility Coordination Atlas information is typically isolated to Public Right-of-Way & limited areas adjacent to Public Right-of-Way. Identification of all private utilities within project area (on-site) is the responsibility of the client.

**Task 4 – Preparation of (90%) Plans Specifications and Cost Estimate:** CBBEL will prepare plans and specifications in accordance with Illinois Department of Transportation (IDOT) standards based on the prepared site plans and will be utilized for the Metropolitan Water Reclamation District (MWRD) and Illinois Environmental Protection Agency (IEPA) permit application. The following drawings and associated hours are estimated:

Sheet Name	# of Sheets	Hours per Sheet	Hours
Cover Sheet	1	10	10
General Notes	1	10	10
Summary of Quantities	1	16	16
Typical Sections	2	10	20
Alignment, Ties, and Benchmark Streets	2	12	24
Existing Conditions/Removal Plan	3	10	30
Storm Sewer Plan and Profile Plan	4	12	48
Sanitary Sewer Plan and Profile Plan	1	12	12
Roadway Plan and Profile Plan	2	12	24
Park Grading Plan	1	16	16
Park Landscape Plan	1	12	12
Construction Details	3	12	36
Park Details	2	10	20
SE/SC and Landscaping Plan	3	10	30
SE/SC Notes and Details	2	10	20
Cross Sections	4	12	48
Specifications			20
Cost Estimate			20
<b>Total Hours</b>	<b>33</b>		<b>416</b>

**Task 5 – Design Utility Coordination:** CBBEL will continue the utility coordination we began during the topographic survey process, which included requesting atlases or plans of facilities within the project limits including, but not limited to, AT&T, ComEd, Comcast, and Nicor. Plans will be sent out to each utility company at the 90% and 100% submittals. CBBEL will add any new information to the existing conditions plan and transmit improvement plans to the known, potentially impacted private utility companies for verification. Once potential conflicts are identified, CBBEL will coordinate with utility companies to either avoid the conflicts or relocate the utility prior to construction commencement.

**Task 6 – Bid Documents, Final Engineering, Plans, Specifications and Cost Estimate:** Based on City and permitting agencies’ review comments, CBBEL will prepare Bid Documents that include final engineering plans, specifications, and a cost estimate for public bidding. An estimate of required working days will also be submitted. We will provide the Bid Documents to the City in electronic format which includes the engineering plans (CAD & PDF), specifications (PDF), and cost estimate (PDF).

**Task 7 – Stormwater Modeling Update:** CBBEL completed the Craig Manor drainage investigation and developed the concept improvement plan with an at-grade storage area in 2013. Since then, the project concept was updated with an underground storage area to better meet the needs of the Park District. CBBEL will utilize available as-built or engineering plan information and field survey completed in Task 3 to update the modeling. The updated modeling results and proposed improvements will be assessed and summarized in a memorandum. Any significant changes to the modeling that may result in modifications to the proposed plan will be vetted with the Village before proceeding with the design.

**Task 8 – Permitting and Regulatory Agency Coordination:** An MWRD Watershed Management Permit (WMP) will be required. CBBEL will create the WMO Permit Application package for submittal to MWRD based on the information generated in the previous tasks. Since this is a project undertaken by a municipality for the benefit of the public, it is assumed that no permit review fee will be required as part of this submittal.

This project was selected for grant assistance through MWRD's Stormwater Partnership Program (SPP). A requirement of this grant funding is an IGA between the City and MWRD. CBBEL will coordinate and help prepare the IGA.

The net disturbance for this project is anticipated to be greater than 1-acre, therefore an IEPA NPDES Construction Permit is required. CBBEL will prepare the Soil Water Pollution and Prevention Plan (SWPPP) and Notice of Intent (NOI) as part of this task.

**Task 9 – Des Plaines Park District Coordination:** Craig Manor Park is owned and maintained by the Des Plaines Park District. CBBEL will coordinate with the Village and Park District representatives to describe the project and temporary impacts to the Park. CBBEL will assist the Village in the preparation of an IGA between with the Park District for this project. This task includes one meeting with the Park District and preparation of presentation materials.

**Task 10 – Bidding Assistance:** During the bidding phase our team will:

- Provide a list of qualified contractors to bid on the improvements.
- Facilitate a pre-bid meeting, site tours, and bid opening.
- Prepare and submit addenda as needed.
- Respond to bid questions during the bidding period.
- Evaluate bids received. Prepare and submit a memorandum to the City on its review, analysis, conclusions, and recommendation associated with the bids received. The memorandum shall also describe, explain, and summarize any variances between the Engineer's estimate and apparent low bidder's bid breakdown. CBBEL will check references for the potential contractor.

## ESTIMATED FEE

<b>Task</b>	<b>Description</b>	<b>Cost</b>
1	Geotechnical Investigation	\$ 11,000
2	Evaluation of Geotechnical Report	\$ 1,500
3A	Topographic Survey	\$ 13,000
3B	JULIE Utility Coordination	\$ 1,900
4	Preparation of (90%) Plans Specifications and Cost Estimate	\$ 67,500
5	Design Utility Coordination	\$ 6,000
6	Bid Documents, Final Engineering, Plans, Specifications and Cost Estimate	\$ 10,000
7	Stormwater Modeling Update	\$ 10,000
8	Permitting and Regulatory Agency Coordination	\$ 20,000
9	Des Plaines Park District Coordination	\$ 7,500
10	Bidding Assistance	\$ 2,500
	Direct Costs	\$ 2,000
	<b>Total:</b>	\$ 152,900

We will bill you in accordance with the City's previously approved Master Agreement between the City of Des Plaines and Christopher B. Burke Engineering, Ltd. Direct costs for mileage, blueprints, photocopying, postage, overnight delivery, messenger services, and report binding are included in the Fee. It should be emphasized that any additional meetings or services are not included in the preceding Fee Estimate and will be billed under a separate proposal.

Sincerely,



Michael E. Kerr, PE  
President

LMF/MJB  
N:\PROPOSALS\ADMIN\2023\Des Plaines Craig Manor Drainage Improvements\Des Plaines Craig Manor Drainage Improvements 051623.doc

**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 15, 2023**

**CALL TO ORDER**

The regular meeting of the City Council of the City of Des Plaines, Illinois, was called to order by Mayor Goczkowski at 6:01 p.m. in the Eleanor Rohrbach Memorial Council Chambers, Des Plaines Civic Center on Monday, May 15, 2023.

**ROLL CALL**

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

**CLOSED SESSION**

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

Upon roll call, the vote was:

AYES: 5 - Oskerka, Brookman, Walsten,  
Smith, Charewicz

NAYS: 0 - None

ABSENT: 3 - Lysakowski, Moylan, Sayad

Motion declared unanimously carried.

The City Council recessed at 6:02 p.m.

The City Council reconvened at 7:02 p.m.

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

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

**PRAYER AND PLEDGE**

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

Mayor Goczkowski addressed the active shooter protocol which was initiated Maine West High School this past week, and commended the Police and Fire Chiefs and the police, fire, and public works personnel for their amazing response.

**PUBLIC COMMENT**

Tom Lovstrand commented on communication between the Aldermen and their constituents.

**ALDERMAN ANNOUNCEMENTS**

Alderman Oskerka thanked everyone who donated to the post office food drive.

Alderman Sayad stated he will be having a ward meeting on May 24, 2023 at 7:00 p.m. at the Golf Road Baptist Church. He thanked the police for their help with a personal episode he had at his house. He mentioned about working with the Director of Finance about creating a sheet that will be given to the Aldermen with a summary of financial information. He also thanked the staff in the IT department and the City Clerk's office for their excellence and professionalism.

Alderman Walsten thanked Director of PW&E Oakley for taking care of the problem on Chestnut.

Alderman Smith announced she will be hosting a ward meeting on May 25, 2023 at 6:30 p.m. at Frisbie Center. She also stated there will be a Food Truck fest on May 23, 2023 at Friendship Park.

Alderman Charewicz stated the City is having a Food Truck Round Up on May 23, 2023 from 5-8 p.m. at Friendship Park and Conservatory, He stated he will be there the entire time for an eighth ward meet and greet, and that he is also looking to update the eighth ward contact database for anyone who is seeking the newsletter and other communication. He also mentioned the History Center is hosting their annual meeting tomorrow from 6-8 p.m. at the Conservatory. He thanked the police, fire, and public works department for their showcase of professionalism, and stated he was impressed with the support received from the surrounding communities in regard to the incident at Maine West.

Police Chief Anderson thanked everyone for their comments; mentioning this was a team effort. He stated he is very grateful that no one was injured and there was no active shooter, but that it did highlight the professionalism of the team. He also recognized everyone that came to help, and hopes the students and staff have recovered from the stressful situation.

**MAYORAL  
ANNOUNCEMENTS**

Mayor Goczkowski encouraged anyone that wants to get email updates to go to [desplaines.org/mycity](https://desplaines.org/mycity) to subscribe.

**CONSENT AGENDA**

Resident Tom Lovestrand requested Item #7 to be removed from the Consent Agenda.

Moved by Sayad, seconded by Brookman, to Establish the Consent Agenda without Item #7.

Upon voice vote, the vote was:

AYES: 7 - Moylan, Oskerka, Sayad, Brookman,  
Walsten, Smith, Charewicz

NAYS: 0 - None

ABSENT: 1 - Lysakowski

Motion declared carried.

Moved by Oskerka, seconded by Walsten, to Approve the Consent Agenda without Item #7.

Upon roll call, the vote was:

AYES: 7 - Moylan, Oskerka, Sayad, Brookman,  
Walsten, Smith, Charewicz

NAYS: 0 - None

ABSENT: 1 - Lysakowski

Motion declared carried.

Minutes were approved; Ordinance M-11-23 was approved; Resolutions R-95-23, R-97-23, R-98-23, R-99-23, R-101-23 were adopted.

City Clerk Mastalski read the item removed from the consent agenda.

**DECL JETTER AS  
SURPLUS/ APPROVE  
JETTER PURCH/  
SOURCEWELL  
Consent Agenda**

Moved by Oskerka, seconded by Walsten, to Approve First Reading of 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. Motion declared carried as approved unanimously under Consent Agenda.

**Ordinance  
M-11-23**

**APPROVE  
ADDENDUM/ IGA  
WITH CHICAGO/  
EOWA**

**Consent Agenda**

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

**Resolution  
R-95-23**

**APPROVE AGRMT/  
FOIA SW/ GRANICUS**

**Consent Agenda**

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

**Resolution  
R-97-23**

**APPROVE PURCH/  
NW EQUIP/ POLICE**

**Consent Agenda**

Moved by Oskerka, seconded by Walsten, to Approve Resolution R-98-23, A RESOLUTION APPROVING THE PURCHASE OF NETWORK EQUIPMENT FOR THE POLICE DEPARTMENT ADDITION. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-98-23**

**APPROVE PURCH/  
LAPTOPS/ POLICE**

**Consent Agenda**

Moved by Oskerka, seconded by Walsten, to Approve Resolution R-99-23, A RESOLUTION APPROVING THE PURCHASE OF 18 DELL LAPTOPS FOR THE POLICE DEPARTMENT. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-99-23**

**AUTH MEMBERSHIP/  
NWMC**

**Consent Agenda**

Moved by Oskerka, seconded by Walsten, to Approve Resolution R-101-23, A RESOLUTION AUTHORIZING THE CITY OF DES PLAINES TO RENEW ITS MEMBERSHIP IN THE NORTHWEST MUNICIPAL CONFERENCE. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-101-23**

**AUTH PURCH/  
PROPERTY/  
269 RIVER RD**

**Consent Agenda**

Item #7 was removed from the Consent Agenda at the request of Resident Tom Lovestrand.

Tom Lovestrand asked the City Council to delay the vote until further questions can be answered about the purchase.

City Manager Bartholomew gave further details regarding the purchase.

**Resolution  
R-103-23**

Moved by Brookman, seconded by Charewicz, to Approve Resolution R-103-23, A RESOLUTION AUTHORIZING THE PURCHASE OF THE PROPERTY LOCATED AT 269 RIVER ROAD, DES PLAINES, ILLINOIS.

Upon roll call, the vote was:

AYES: 6 - Moylan, Oskerka, Brookman,  
Walsten, Smith, Charewicz

NAYS: 1 - Sayad

ABSENT: 1 - Lysakowski

Motion declared carried.



**APPROVE  
MINUTES  
Consent Agenda**

Moved by Oskerka, seconded by Walsten, to Approve the Minutes of the City Council meeting of May 1, 2023, as published. Motion declared carried as approved unanimously under Consent Agenda.

**REPORT OUT BY  
COMMITTEE ON  
COMMITTEES**

**COMMITTEE  
RECOMMENDATION  
OF APPOINTMENTS  
AND DESIGNATION  
OF CHAIRS**

Alderman Brookman gave an overview of the recommendation of committee appointments and designation of chairs for the years 2023-2025.

**BUILDING CODE**

Chairman: Lysakowski  
Vice-Chair: Smith  
Member: Moylan

**COMMUNITY DEVELOPMENT**

Chairman: Moylan  
Vice-Chair: Brookman  
Member: Lysakowski

**COMMUNITY SERVICES**

Chairman: Smith  
Vice-Chair: Oskerka  
Member: Walsten

**ENGINEERING**

Chairman: Walsten  
Vice-Chair: Sayad  
Member: Charewicz

**FINANCE & ADMINISTRATION**

Chairman: Sayad  
Vice-Chair: Walsten  
Member: Smith

**LEGAL & LICENSING**

Chairman: Brookman  
Vice-Chair: Charewicz  
Member: Oskerka

**PUBLIC SAFETY**

Chairman: Oskerka  
Vice-Chair: Lysakowski  
Member: Sayad

**PUBLIC WORKS**

Chairman: Charewicz  
Vice-Chair: Moylan  
Member: Brookman

**CONSIDER  
DESIGNATING THE  
CHAIRS, VICE-  
CHAIRS, AND  
MEMBERS OF THE  
COMMITTEES**

Moved by Sayad, seconded by Brookman, to Approve the Resolution R-102-23, A RESOLUTION DESIGNATING THE CHAIRS, VICE-CHAIRS AND MEMBERS OF THE STANDING COMMITTEES OF THE DES PLAINES CITY COUNCIL.

Upon voice vote, the vote was:

AYES: 7 - Moylan, Oskerka, Sayad, Brookman,  
Walsten, Smith, Charewicz

NAYS: 0 - None

ABSENT: 1 - Lysakowski

Motion declared carried.

**Resolution  
R-102-23**

**NEW BUSINESS**

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

**WARRANT  
REGISTER**

Alderman Sayad presented the Warrant Register.

**Resolution  
R-100-23**

Alderman Sayad questioned items regarding outside legal services.

Moved by Walsten, seconded by Smith, to Approve the Warrant Register of May 15, 2023 in the Amount of \$4,541,728.64 and Approve Resolution R-100-23.

Upon roll call, the vote was:

AYES: 7 - Moylan, Oskerka, Sayad, Brookman, Walsten, Smith, Charewicz

NAYS: 0 - None

ABSENT: 1 - Lysakowski

Motion declared carried.

**COMMUNITY DEVELOPMENT** – Alderman Moylan, Chair

Director of Community & Economic Development Carlisle reviewed a memorandum dated May 15, 2023.

**CONSIDER**  
**APPROVING**  
**CONDITIONAL USE**  
**PERMITS TO ALLOW**  
**THE OPERATION OF**  
**A COMMERCIALY**  
**ZONED ASSEMBLY**  
**USE AND PRIVATE**  
**SCHOOL AT 820-848**  
**LEE ST**  
**Ordinance**  
**Z-10-23**

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.

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.

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. Most students participating in classes or programs will likely be dropped off and picked up by parents.

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. During the previous entitlement process in 2019, it was determined 73 spaces were required to meet the anticipated parking demand. The updated floor plan 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. 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. The parking agreement is active until August 31, 2025, with terms allowing for renewal after this date.

The PZB voted 6-0 to recommend approval of the conditional use request. Should the City Council vote to approve the requests, the PZB recommends the following conditions, which are incorporated in the approving ordinance:

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.

Karl Camillucci, the attorney for the petitioner, spoke on their behalf.

Moved by Walsten, seconded by Sayad, to Approve the Ordinance Z-10-23, AN ORDINANCE APPROVING CONDITIONAL USE PERMITS TO ALLOW THE OPERATION OF A COMMERCIALY ZONED ASSEMBLY USE AND PRIVATE SCHOOL AT 820-848 LEE STREET, DES PLAINES, ILLINOIS (Case # 23-013-CU).

Upon voice vote, the vote was:

AYES: 7 - Moylan, Oskerka, Sayad, Brookman, Walsten, Smith, Charewicz

NAYS: 0 - None

ABSENT: 1 - Lysakowski

Motion declared carried.

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

Alderman Moylan requested cancelling the City Council meeting on July 3, 2023 due to the holiday.

Moved by Moylan, seconded by Brookman, to cancel the City Council meeting of July 3, 2023.

Upon voice vote, the vote was:

AYES: 7 - Moylan, Oskerka, Sayad, Brookman, Walsten, Smith, Charewicz

NAYS: 0 - None

ABSENT: 1 - Lysakowski

Motion declared carried.

Alderman Sayad requested further consideration of removing the five-minute rule from public comment.

City Manager Bartholomew explained that in order for an item to be placed on the agenda it must be done by the Mayor or with the request of at least three Aldermen.

Alderman Brookman stated Elrod and Friedman held a seminar last Friday, and that it was very informational.

Mayor Goczkowski reiterated that Tuesday, May 23, 2023 is the Food Truck Round Up, and he encouraged everyone to come out to Friendship Park and Conservatory from 5-8 p.m.

Alderman Walsten stated a resident brought up an issue about a tattered American Flag located at the old Caputo’s building, and requested an update from Director of CED Carlisle.

Director of CED Carlisle stated code enforcement has contacted the owner and strongly encouraged them to take it down even though it is not a violation of City code.

**ADJOURNMENT**

Moved by Brookman, seconded by Oskerka to adjourn the meeting. Upon voice vote, motion declared carried. The meeting adjourned at 7:54 p.m.

\_\_\_\_\_  
Jessica M. Mastalski – CITY CLERK

APPROVED BY ME THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_, 2023

\_\_\_\_\_  
Andrew Goczkowski, MAYOR



**FINANCE DEPARTMENT**

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

**MEMORANDUM**

Date: May 24, 2023  
To: Michael G. Bartholomew, City Manager  
From: Dorothy Wisniewski, Assistant City Manager/Director of Finance  
Subject: Resolution R-109-23, June 5, 2023, Warrant Register

**Recommendation:** I recommend that the City Council approve the June 5, 2023, Warrant Register Resolution R-109-23.

Warrant Register.....\$3,467,989.60

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

**CITY OF DES PLAINES**

**RESOLUTION**

**R-109-23**

**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.**

**June 5, 2023**

# City of Des Plaines

## Warrant Register 06/05/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
<b>Fund: 100 - General Fund</b>						
1	2478	DUI Fines	1518 Intoximeters Inc	732570	Repair Intoximeter 4/19/2023	898.00
<b>Department: 00 - Non Departmental</b>						
2	4631	Nonresident Ambulance Fees	1459 Blue Cross Blue Shield of Illinois	DPIL-232287:1	Medical Reimbursement DOS 01/16/2023	620.34
<b>Total 00 - Non Departmental</b>					<b>620.34</b>	

Elected Office						
<b>Division: 110 - Legislative</b>						
3	5310	Membership Dues	1268 Northwest Municipal Conference	10946	2023-2024 Membership Dues R-101-23	25,528.00
4	6000	Professional Services	8452 Anderson Legislative Consulting LTD	05-2023	Lobbyist Services - May 2023 - R-116-22	5,420.00
5	6110	Printing Services	1233 Press Tech Inc	51065	1 Box of Business Cards 05/08/2023	30.00
6	6110	Printing Services	1233 Press Tech Inc	51067	1 Box of Business Cards 05/08/2023	30.00
<b>Total 110 - Legislative</b>					<b>31,008.00</b>	

<b>Division: 120 - City Clerk</b>						
7	6100	Publication of Notices	1050 Journal & Topics Newspapers	190148	Legal Notice - 2023 Fire Hydrant Painting 05/03/2023	94.05
8	6120	Recording Fees	1139 Cook County of Illinois	29003312023	Recording Fee for 4 Ordinances and 1 Plat 03/31/2023	510.00
9	6120	Recording Fees	1139 Cook County of Illinois	29004302023	Recording Fee for 2 Plats 04/30/2023	282.00
10	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8003885952	Shredding Services 04/07-04/28/2023	79.58
11	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 051023	Water Delivery Service 04/27/2023	33.48
12	7500	Postage & Parcel	1041 Federal Express	8-119-30314	Shipping Charges to Elrod Friedman 04/25/2023	16.60
<b>Total 120 - City Clerk</b>					<b>1,015.71</b>	

<b>Total 10 - Elected Office</b>					<b>32,023.71</b>
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City Administration						
<b>Division: 210 - City Manager</b>						
13	6000	Professional Services	3447 Holland & Knight LLP	33102888	City of DP Trademark Renewal Services & Filing Fees 03/13/23	6,002.50
14	6000	Professional Services	8453 Raucci & Sullivan Strategies LLC	4066	Lobbyist Services - May 2023 - R-193-22	5,000.00
15	6005	Legal Fees	8133 Elrod Friedman LLP	12275	3-23 Non-Retainer Matters	801.00
16	6005	Legal Fees	8133 Elrod Friedman LLP	12276	3-23 Non-Retainer Matters	900.00
17	6005	Legal Fees	8133 Elrod Friedman LLP	12279	3-23 Non-Retainer Matters	207.00
18	6005	Legal Fees	8133 Elrod Friedman LLP	12280	3-23 Non-Retainer Matters	1,588.50
19	6005	Legal Fees	8133 Elrod Friedman LLP	12281	3-23 Non-Retainer Matters	3,081.50
20	6005	Legal Fees	8133 Elrod Friedman LLP	12282	3-23 Non-Retainer Matters	2,395.56
21	6005	Legal Fees	8133 Elrod Friedman LLP	12285	3-23 Non-Retainer Matters	810.00
22	6005	Legal Fees	8133 Elrod Friedman LLP	12681	4-23 Non-Retainer Matters	1,677.00
23	6005	Legal Fees	8133 Elrod Friedman LLP	12683	4-23 Non-Retainer Matters	1,323.00
24	6005	Legal Fees	8133 Elrod Friedman LLP	12684	4-23 Non-Retainer Matters	518.50
25	6005	Legal Fees	8133 Elrod Friedman LLP	12685	4-23 Non-Retainer Matters	636.00
26	6005	Legal Fees	8133 Elrod Friedman LLP	12690	4-23 Non-Retainer Matters	510.00
27	6005	Legal Fees	8133 Elrod Friedman LLP	APR 2023 RET	April 2023 Retainer	19,500.00
28	6005	Legal Fees	8133 Elrod Friedman LLP	MAR 2023 RET	March 2023 Retainer	19,500.00
29	6009	Legal Fees - Admin Hearings/Prosecutions	1073 Bartel, Raymond	23-09	Legal Fees - Administrative Hearings & Traffic April-May 2023	2,255.00

# City of Des Plaines

## Warrant Register 06/05/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
30	6010	Legal Fees - Labor & Employment	1127 Clark Baird Smith LLP	16818	Legal Fees - April 2023	6,452.50
31	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 051023	Water Delivery Service 04/27/2023	43.97
32	7500	Postage & Parcel	1041 Federal Express	8-126-52679	Delivery Service 05/05/2023	14.62
<b>Total 210 - City Manager</b>					<b>73,216.65</b>	

<b>Division: 230 - Information Technology</b>						
33	6000	Professional Services	5934 Tyler Technologies Inc	045-417709	EnerGov CED Application - Maintenance 4/17/23-4/21/23	2,518.11
34	6300	R&M Software	5068 IT Savvy LLC	01419967	VMWare Renewal 5/21/23 - 5/20/24	3,751.32
35	6300	R&M Software	5068 IT Savvy LLC	01420254	20 Duo Multi-Factor Licenses 03/11/2023-04/21/2023	141.60
36	6300	R&M Software	1370 Microsystems Inc	087129	Annual Maintenance of Software - Bluelake 5/15/23-5/14/24	209.50
37	6305	R&M Equipment	8399 Park Place Technologies LLC	PUSA1009009971-2	Maintenance Service Contract 6/1/23-6/30/23	52.12
38	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 051023	Water Delivery Service 04/27/2023	89.44
<b>Total 230 - Information Technology</b>					<b>6,762.09</b>	

<b>Division: 240 - Media Services</b>						
39	6195	Miscellaneous Contractual Services	6694 Key Code Media Inc	029351	Support Agreement for DPTV Control Room 03/30/2023-03/30/2024	5,000.00
40	6195	Miscellaneous Contractual Services	6873 ArchiveSocial Inc	27603	Annual Fee for Social Media Archiving 6/1/23-5/31/24	5,990.00
41	6195	Miscellaneous Contractual Services	3294 AVI Systems Inc	88878530	Council Chamber AV Support Annual Subscription 6/11/23-6/10/24	6,350.00
42	7000	Office Supplies	1644 Warehouse Direct Inc	5485174-0	1 Scissors, 1 Tape Dispenser, 2 Staples, 1 Cardstock	27.57
43	7000	Office Supplies	1644 Warehouse Direct Inc	5490478-0	1 Pk Paper Cover 8.5x11	22.62
44	7000	Office Supplies	1644 Warehouse Direct Inc	5490478-1	2 Boxes Paper Clips	1.98
<b>Total 240 - Media Services</b>					<b>17,392.17</b>	

<b>Division: 250 - Human Resources</b>						
45	5340	Pre-Employment Testing	1267 Northwest Community Hospital	30529	1 Post, 3 Pre-Employment Testing 4/02-4/28/2023	150.00
46	5340	Pre-Employment Testing	8533 Justifacts Credential Verification	367290	4 Pre-Employment Background Screenings 3/20-4/12/2023	420.40
47	5345	Post-Employment Testing	1267 Northwest Community Hospital	30529	1 Post, 3 Pre-Employment Testing 4/02-4/28/2023	66.00
48	5345	Post-Employment Testing	7857 Language Testing International Inc	L70518-IN	1 Language Test Polish, 1 Employee 05/2/2023	124.00
49	6100	Publication of Notices	3399 Blue Line, The	44890	Community Service Officer Recruitment Listing 5/11-6/1/2023	298.00
50	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8003885952	Shredding Services 04/07-04/28/2023	79.58
51	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 051023	Water Delivery Service 04/27/2023	45.97
<b>Total 250 - Human Resources</b>					<b>1,183.95</b>	

<b>Total 20 - City Administration</b>					<b>98,554.86</b>
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# City of Des Plaines

## Warrant Register 06/05/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
<b>Department: 30 - Finance</b>						
52	6000	Professional Services	2943 Crowe LLP	707-2645338	Auditing Services for Tax Year 2022 (1st of 3 Years)	5,000.00
53	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8003885952	Shredding Services 04/07-04/28/2023	79.58
54	7000	Office Supplies	8690 ODP Business Solutions LLC	311291704001	1 Carton of Thermal Paper Rolls & 1 Pack of Pens	63.37
55	7000	Office Supplies	1644 Warehouse Direct Inc	5485624-0	1 Carton of Calculator Rolls & 2 Cartons of Copy Paper	198.46
56	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 051023	Water Delivery Service 04/27/2023	201.36
<b>Total 30 - Finance</b>					<b>5,542.77</b>	

Community Development						
<b>Division: 410 - Building &amp; Code Enforcement</b>						
57	6000	Professional Services	6315 B&F Construction Code Services Inc	17598	Professional Inspections for April 2023	2,657.87
58	6000	Professional Services	2262 MaRous & Co	23-085	Updated Appraisal Report for Methodist Campground 04/24/2023	500.00
59	6000	Professional Services	5764 GovTempUSA LLC	4174361	Building Administrative Assistance Weeks Ending 4/23 & 4/30/2023	2,551.50
60	6000	Professional Services	5764 GovTempUSA LLC	4174362	Building Official Assistance Week Ending 4/30/23	2,835.00
61	6000	Professional Services	6315 B&F Construction Code Services Inc	61537	Professional Plan Review & Inspection 04/28/2023 Project 1128023	4,737.95
62	6000	Professional Services	6315 B&F Construction Code Services Inc	61560	Professional Plan Review & Inspection of PD 5/2/23 Proj 1127062	300.00
63	6000	Professional Services	6315 B&F Construction Code Services Inc	61564	B&F Campground Inspection April 2023-50% of Work Completed	10,750.00
64	6000	Professional Services	8629 Health Inspection Professionals Inc	617	Health Inspections Contractor March 2023	7,565.00
65	6000	Professional Services	7647 Citywide Elevator Inspection Services Inc	DT8658	210 Elevator Inspections April 2023	1,680.00
66	6005	Legal Fees	8133 Elrod Friedman LLP	12277	3-23 Non-Retainer Matters	6,186.00
67	6005	Legal Fees	8133 Elrod Friedman LLP	12278	3-23 Non-Retainer Matters	420.00
68	6005	Legal Fees	8133 Elrod Friedman LLP	12288	3-23 Non-Retainer Matters	51.05
69	6005	Legal Fees	8133 Elrod Friedman LLP	12680	4-23 Non-Retainer Matters	150.00
70	6005	Legal Fees	8133 Elrod Friedman LLP	12682	4-23 Non-Retainer Matters	15,865.50
71	6005	Legal Fees	8133 Elrod Friedman LLP	12694	4-23 Non-Retainer Matters	630.00
72	6025	Administrative Services	7961 BridgePay Network Solutions LLC	12209	Utility Web, Business License Trans & EnerGov Fees April 2023	1.80
73	6025	Administrative Services	7961 BridgePay Network Solutions LLC	12209	Utility Web, Business License Trans & EnerGov Fees April 2023	7.50
74	6025	Administrative Services	7961 BridgePay Network Solutions LLC	12209	Utility Web, Business License Trans & EnerGov Fees April 2023	0.70
75	7000	Office Supplies	1644 Warehouse Direct Inc	5480837-1	Pens-1 Dozen	13.46
76	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 051023	Water Delivery Service 04/27/2023	133.40
<b>Total 410 - Building &amp; Code Enforcement</b>					<b>57,036.73</b>	

<b>Division: 420 - Planning &amp; Zoning</b>						
77	6005	Legal Fees	8133 Elrod Friedman LLP	12270	3-23 Non-Retainer Matters	6,317.00
78	6005	Legal Fees	8133 Elrod Friedman LLP	12674	4-23 Non-Retainer Matters	688.00
79	6100	Publication of Notices	1050 Journal & Topics Newspapers	190149	Legal Notice 5/3/2023 for PZB Mtg 5/23/2023	75.24

# City of Des Plaines

## Warrant Register 06/05/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
80	7000	Office Supplies	1644 Warehouse Direct Inc	5490227-0	Paper, Staples, White Out, Paper Clips	214.69
<b>Total 420 - Planning &amp; Zoning</b>					<b>7,294.93</b>	

<b>Division: 430 - Economic Development</b>						
81	6000	Professional Services	5215 CoStar Realty Information Inc	120328896	2023 Available Properties Database May	502.21
82	6108	Public Relations & Communications	8862 Shaw, Emily	Refund 5/16/2023	HDMI Cable for Small Business Expo 04/26/2023	34.50
83	6601	Incentive - Business Assistance	8828 Joan Kim MD LLC dba Visionary Eye Consultants	BAP 5/16/2023	Business Assistance Facade Grant Prog- Joan Kim MD LLC 05/16/2023	10,000.00
<b>Total 430 - Economic Development</b>					<b>10,536.71</b>	

<b>Total 40 - Community Development</b>					<b>74,868.37</b>
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<b>Public Works &amp; Engineering</b>						
<b>Division: 100 - Administration</b>						
84	6300	R&M Software	6055 Axiom Human Resource Solutions Inc	0000051304	Kronos User Fee - March 2023	196.98
85	6300	R&M Software	6055 Axiom Human Resource Solutions Inc	0000051881	Kronos User Fee - April 2023	196.98
<b>Total 100 - Administration</b>					<b>393.96</b>	

<b>Division: 510 - Engineering</b>						
86	7310	Publications	1462 Sidwell Company, The	SIDXT0005230	Cook County Atlas Pages for 2022	100.00
<b>Total 510 - Engineering</b>					<b>100.00</b>	

<b>Division: 520 - Geographic Information Systems</b>						
87	6195	Miscellaneous Contractual Services	1060 Municipal GIS Partners Inc	6554	R-205-22 Geographic Information System Support 04/01-04/30/2023	18,540.00
<b>Total 520 - Geographic Information Systems</b>					<b>18,540.00</b>	

<b>Division: 530 - Street Maintenance</b>						
88	6040	Waste Hauling & Debris Removal	7691 Builders Asphalt LLC	114018	2.0 Loads Broken Asphalt - 04/25/2023	260.00
89	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	31540	Parkway Tree Removals - 02/28/2023, R-143-22	13,953.75
90	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	32556	Parkway Tree Trimming - Zone 1 - 04/28/2023, R-143-22	13,365.85
91	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	32557	Stump Removals & Restorations - 04/28/2023	7,069.81
92	6175	Tree Plantings	1153 West Central Municipal Conference	0007382-IN	Tree Purchases - Wilson Nurseries - 04/25/2023, R-31-23	2,100.00
93	6175	Tree Plantings	1347 Lurvey Landscape Supply	T1-10478382	2 Redbuds & Maple - Tree Purchases 05/09/2023	875.00
94	6195	Miscellaneous Contractual Services	7409 Aquamist Plumbing & Lawn Sprinkling Co Inc	126197	RPZ Test - Northwest Hwy & Hanbury Ct - 04/26/2023	171.95
95	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	254575	Fertilizer & Weed Control - April 2023, R-165-22	147.00
96	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	254576	Landscape Maintenance - Downtown - 04/30/2023, R-166-22	2,451.00

# City of Des Plaines

## Warrant Register 06/05/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
97	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	254577	Spring Pansies - 04/30/2023, R-166-22	9,805.00
98	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	254578	City Owned Greenspace Mowing - 04/30/2023, R-27-21	7,084.50
99	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	254579	Mulching - Northwest Highway - 04/30/2023, R-27-21	9,600.00
100	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	254580	Spring Annuals - 04/30/2023, R-166-22	2,316.00
101	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	255484	Landscape Maintenance - Mannheim Gateway - 05/05/2023	2,325.00
102	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	255485	Landscape Improvements - Mt Prospect/NW Hwy Gateway - 05/03/2023	2,475.00
103	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	255496	Irrigation Repair - Library Plaza - 04/26/2023	764.82
104	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	255574	Cut New Tree Circles & Mulch-Wolf, Broadway, State - 05/05/2023	1,975.00
105	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	50241	Exterior Pest Control - Downtown - 04/21/2023	287.00
106	6195	Miscellaneous Contractual Services	7706 Lakeshore Recycling Systems LLC	PS524337	City-Wide Street Sweeping - 04/03-04/04/2023, R-188-21	18,329.28
107	7000	Office Supplies	1644 Warehouse Direct Inc	5484778-0	Duster Cans, Chairmats, Laminating Pouches - PW	57.00
108	7000	Office Supplies	1644 Warehouse Direct Inc	5485052-0	Copy Paper - PW	24.79
109	7000	Office Supplies	1644 Warehouse Direct Inc	5491247-0	Tape, Paper, Pads, Markers - PW	17.48
110	7020	Supplies - Safety	1043 WW Grainger Inc	9691878905	Eye Wash Bottles	20.38
111	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	0601448	Organizer, Water Cannon, Coupling, Snips	128.88
112	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	16096	4 Floor Squeegees	59.96
113	7030	Supplies - Tools & Hardware	8244 Des Plaines Ace Hardware	3922	Utility Knife & Utility Blades - Tree Planting	32.98
114	7035	Supplies - Equipment R&M	1043 WW Grainger Inc	9648168293	Tank Fitting & Drains	53.12
115	7050	Supplies - Streetscape	1757 JCK Contractors Inc	33773	20-22 Cu Yds Top Soil - Stump Restorations - 04/14/2023	430.00
116	7050	Supplies - Streetscape	8244 Des Plaines Ace Hardware	3853	2 Bags Mulch	10.00
117	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10472849	3.0 Cu Yds Top Soil - 04/14/2023	96.00
118	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10475871	Tarp for Tree Planting	43.00
119	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	113197	2.07 Tons Asphalt - Potholes - 04/12/2023	136.62
120	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	113895	2.05 Cu Tons Asphalt - Potholes - 04/24/2023	135.30
121	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	114129	2.50 Tons Asphalt - Potholes - 04/27/2023	165.00
122	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	114267	2.66 Tons Asphalt - Potholes - 04/27/2022	175.56
123	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	114383	15.61 Tons Asphalt - Restorations - 04/28/2023	1,034.38
124	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	114537	2.0 Cu Yds Asphalt - Potholes - 05/03/2023	140.00

# City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
125	7055	Supplies - Street R&M	1732 Traffic Control & Protection Inc	114618	28 Folding Stop Signs	2,458.40
126	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	114663	2.55 Cu Yds Asphalt - Potholes - 05/03/2023	168.30
127	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	114808	10.27 Tons Asphalt - Main Break - Thacker - 05/04/2023	677.82
128	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	114922	1.92 Tons Asphalt - Potholes - 05/28/2023	126.72
129	7055	Supplies - Street R&M	1702 Diamond Paint & Home Center LLC	220000015238	Paint & Brush - Graffiti - Metro Deck	23.84
130	7055	Supplies - Street R&M	4093 White Cap LP	50021943900	White Traffic Paint	385.44
131	7055	Supplies - Street R&M	1174 3M Company	9422626712	2 Rolls Reflective Sheeting - Sign Making 05/04/2023	1,057.94
<b>Total 530 - Street Maintenance</b>					<b>103,014.87</b>	

### Division: 535 - Facilities & Grounds Maintenance

132	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4153731150	Mat Service - Metra Train Station - 04/26/2023	35.55
133	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4154322249	Mat Service - Metra Train Station - 05/03/2023	38.28
134	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4154322373	Mat Service - Police Station - 05/03/2023	138.77
135	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4155134897	Mat Service - Metra Train Station - 05/10/2023	38.28
136	6195	Miscellaneous Contractual Services	5214 State Industrial Products	902895475	Drain Maintenance Program 05/08/2023 - City Hall	115.93
137	6315	R&M Buildings & Structures	1025 Bedco Inc	098815	Service Contract - 05/10/2023, R-220-22	1,523.75
138	6315	R&M Buildings & Structures	1025 Bedco Inc	098815	Service Contract - 05/10/2023, R-220-22	1,523.75
139	6315	R&M Buildings & Structures	1135 Colley Elevator Co	242034	Elevator Inspection - Theater - 05/01/2023	185.00
140	6315	R&M Buildings & Structures	2027 American National Skyline Inc	330716	Window Cleaning - Metra Train Station - 04/24/2023	244.54
141	6315	R&M Buildings & Structures	7717 Oak Brook Mechanical Services Inc	34293	Condensing Unit Compressor Repair - Theater - 05/03/2023	495.00
142	6315	R&M Buildings & Structures	7717 Oak Brook Mechanical Services Inc	34364A	HVAC Repair - Theater - 05/09/2023	990.00
143	6315	R&M Buildings & Structures	7717 Oak Brook Mechanical Services Inc	34364B	HVAC Repair - Theater - 05/09/2023	1,653.59
144	6315	R&M Buildings & Structures	1237 Pro-Line Door Systems Inc	94783	Emergency Door Repair - PW - 02/02-02/03/2023	4,069.00
145	6315	R&M Buildings & Structures	1237 Pro-Line Door Systems Inc	94959	Emergency Door Repair - PW - 03/03/2023	3,188.30
146	6315	R&M Buildings & Structures	1237 Pro-Line Door Systems Inc	95310	Emergency Overhead Door Repair - PW - 05/02/2023	3,424.60
147	6315	R&M Buildings & Structures	4583 Argon Electric Company, Inc	9684	Security Camera Cabling-Fire Station #61 - 04/26/2023, R-174-21	7,946.00
148	6315	R&M Buildings & Structures	4583 Argon Electric Company, Inc	9685	TO#23 IT Cabling - Fire Station #61 - 04/27/2023, R-174-21	24,619.00
149	6315	R&M Buildings & Structures	1544 Fox Valley Fire & Safety Company Inc	IN00599264	Fire Alarm Monitoring 05/03/2023 - Food Pantry	210.00
150	7000	Office Supplies	1644 Warehouse Direct Inc	5484778-0	Duster Cans, Chairmats, Laminating Pouches - PW	57.00
151	7000	Office Supplies	1644 Warehouse Direct Inc	5485052-0	Copy Paper - PW	24.79

# City of Des Plaines

## Warrant Register 06/05/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
152	7000	Office Supplies	1644 Warehouse Direct Inc	5491247-0	Tape, Paper, Pads, Markers - PW	17.48
153	7020	Supplies - Safety	1047 Home Depot Credit Svcs	1024431	Nitrile Gloves & Vacuum Filter	37.41
154	7020	Supplies - Safety	1057 Menard Incorporated	15905	Saw Blade, Safety Glasses, Respirator Cartridge - Leela Building	122.80
155	7020	Supplies - Safety	1057 Menard Incorporated	16097	2 Respirators & 2 Respirator Cartridges - Leela Building	89.92
156	7020	Supplies - Safety	4177 Uline Inc	163160829	Cone Barrier Belt & Reflective Traffic Cones - Leela Building	899.76
157	7020	Supplies - Safety	1043 WW Grainger Inc	9691878905	Eye Wash Bottles	20.38
158	7025	Supplies - Custodial	1057 Menard Incorporated	16151	Mop, Broom & Dust Pan, Pail, & Cleaner	76.61
159	7025	Supplies - Custodial	1029 Cintas Corporation	4153731089	Cleaners, Paper Towels, Soap, Mat, & Scrubs - PW	151.64
160	7025	Supplies - Custodial	1029 Cintas Corporation	4154322341	Cleaners, Paper Towels, Soap, Mat, & Scrubs - PW	288.86
161	7025	Supplies - Custodial	1029 Cintas Corporation	4155134871	Cleaners, Paper Towels, Soap, Mat, & Scrubs - PW	163.33
162	7030	Supplies - Tools & Hardware	8244 Des Plaines Ace Hardware	3436	Hole Saw	12.59
163	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	7975036	Batteries, Multi Tool, Dust Collector, Cordless Vac Tool, Etc.	2,032.34
164	7035	Supplies - Equipment R&M	1047 Home Depot Credit Svcs	1024431	Nitrile Gloves & Vacuum Filter	69.94
165	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	0081700	Water Heater, Drain Pan, Adapter, Tank, Etc. - PW	518.52
166	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	0203871	Returned Drain Pan - PW	(17.98)
167	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	0625042	Drain Pan - PW	19.98
168	7045	Supplies - Building R&M	1057 Menard Incorporated	15862A	Painter's Tape & Brush - City Hall	15.97
169	7045	Supplies - Building R&M	1057 Menard Incorporated	16181	Spacers & Bolts - City Hall Podium	18.03
170	7045	Supplies - Building R&M	1057 Menard Incorporated	16234	Pipes, Bushing, Coupling, Elbow, PVC Tee, Hoses - PW	71.78
171	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	1624860	Plumbing Fittings - PW	26.88
172	7045	Supplies - Building R&M	1057 Menard Incorporated	16285	Battery - History Center	21.95
173	7045	Supplies - Building R&M	1057 Menard Incorporated	16286	Grounding Pigtails, Safety Glasses, Etc. - History Center	38.84
174	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2938394	Valve Repair Parts - PW	110.86
175	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	3504	Fasteners - City Hall	3.20
176	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	3624566	Stucco Patch Mix - PW	20.30
177	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	3725	Pipe - City Hall	16.19
178	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	3858	Black Nipple Cap - Fire Station #61	2.15
179	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	3927	Adhesive Remover - City Hall	6.29
180	7045	Supplies - Building R&M	5969 Security Equipment Supply Inc	U76948	2 Door Cards - City Hall	18.00

# City of Des Plaines

## Warrant Register 06/05/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
181	7045	Supplies - Building R&M	5969 Security Equipment Supply Inc	U76999	Door Strike - City Hall 5th Floor	134.19
182	7200	Other Supplies	1057 Menard Incorporated	16734	Bottled Water - City Hall	13.92
<b>Total 535 - Facilities &amp; Grounds Maintenance</b>					<b>55,543.26</b>	

<b>Division: 540 - Vehicle Maintenance</b>						
183	6040	Waste Hauling & Debris Removal	2214 Liberty Tire Recycling	2491973	33 Tires Recycled - 04/29/2023	117.22
184	6040	Waste Hauling & Debris Removal	8076 Excel Oil Service	E0021509	250 Gals Oil Recycled - 04/28/2023	75.00
185	6135	Rentals	1029 Cintas Corporation	4153669107	Mechanic's Uniform Rental - 04/26/2023	231.68
186	6135	Rentals	1029 Cintas Corporation	4154395114	Mechanic's Uniform Rental - 05/03/2023	231.68
187	6135	Rentals	1029 Cintas Corporation	4155082967	Mechanic's Uniform Rental - 05/10/2023	231.68
188	6190	Tow/Storage/Abandoned Fees	5874 Suburban Towing & Recovery Inc	167674	Tow Service - Fire 7707 - 04/30/2023	431.25
189	6195	Miscellaneous Contractual Services	5593 Sunbelt Rentals Inc	138361594-0001	Trans Jack Rental - PW Shop - 04/17-04/21/2023	122.32
190	6305	R&M Equipment	2168 Petroleum Technologies Equipment, Inc	32768	Verified Fuel Flow & AVI Inspection - PW 5PW3 - 04/13/2023	446.90
191	6305	R&M Equipment	6598 Cummins Inc	F2-32566	Generator Load Bank Test - PW 5088 - 04/21/2023	3,306.19
192	6310	R&M Vehicles	3157 Nemeth Glass of Illinois Inc	176271	Windshield Replacement 05/02/2023 - Police 6094	434.21
193	6310	R&M Vehicles	1278 Dave & Jim's Auto Body Inc	23327	Front End Alignment - PW 5084 - 05/02/2023	100.00
194	6310	R&M Vehicles	1675 Universal Hydraulic Services & Sales Inc	46132	Hydraulic Ram Repair - PW 5110 - 01/30/2023	680.00
195	6310	R&M Vehicles	1643 Golf Mill Ford	882455	Steering Gear Replacement, Etc. - Police 6073 - 04/20/2023	3,525.19
196	6310	R&M Vehicles	1575 Pirtek O'Hare	OH-T00023855	Assembled Hydraulic Hoses - Fire 7801 - 04/27/2023	756.46
197	7000	Office Supplies	1644 Warehouse Direct Inc	5484778-0	Duster Cans, Chairmats, Laminating Pouches - PW	57.00
198	7000	Office Supplies	1644 Warehouse Direct Inc	5485052-0	Copy Paper - PW	24.79
199	7000	Office Supplies	1644 Warehouse Direct Inc	5491247-0	Tape, Paper, Pads, Markers - PW	17.48
200	7020	Supplies - Safety	1043 WW Grainger Inc	9647713305	Respirators & Cartridges - PW Shop	95.58
201	7020	Supplies - Safety	1043 WW Grainger Inc	9691878905	Eye Wash Bottles	20.38
202	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	15893	Angle Squares - PW Shop	28.96
203	7030	Supplies - Tools & Hardware	8546 Ocampo, Francisco	Reimb Tool 2023	Tool Reimbursement for 2023	500.00
204	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	859215	Oil, Filters, & Spark Plugs - Police 6914	93.31
205	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	859943	Spark Plug - PW Stock	1.94
206	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	859954	Spark Plug - PW Stock	4.39
207	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	860112	Returned Spark Plug - PW Stock	(1.94)

# City of Des Plaines

## Warrant Register 06/05/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
208	7035	Supplies - Equipment R&M	1520 Russo Power Equipment	SPI20227702	Carburetor - PW Stock	56.99
209	7040	Supplies - Vehicle R&M	1677 Wholesale Direct Inc	000262680	Emergency Lighting - Police Stock	620.07
210	7040	Supplies - Vehicle R&M	1677 Wholesale Direct Inc	000262841	Auto Eject & LED Light Plates - Fire Stock	1,055.79
211	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_327624	Brake Drum & Shoe Kits - PW 5079	447.24
212	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0352305	Transmission Fluid, Spark Plugs, Etc. - Police Stock	2,322.96
213	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0354018	Wiper Blades & Air Filters - Police Stock & PW Stock	320.95
214	7040	Supplies - Vehicle R&M	6080 VRS Fleet Products LLC	10290	Sensor Head Kit - Fire 7801	490.63
215	7040	Supplies - Vehicle R&M	8812 Certified Power Inc	11373175	6 Mesh Strainers - PW Stock	329.40
216	7040	Supplies - Vehicle R&M	8827 VGP Holdings LLC	134065153	Cerulean Grease - PW Stock	136.50
217	7040	Supplies - Vehicle R&M	1080 Air One Equipment Inc	193019	Wheel Chock Repair Parts - Fire 7607	348.20
218	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1CR0061490	Ford Fleet Reimbursement for Invoice 1-0352305	(2,322.96)
219	7040	Supplies - Vehicle R&M	1501 Foster Coach Sales Inc	25574	Wheel & Lug Covers - Fire 7706	91.95
220	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	280147564	4 Police Tires - Police 6023	454.04
221	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3032202968	Returned 2 Clamp Heat Exchangers - PW 5079	(102.80)
222	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3032209458	36 Filters - Fire Stock & PW Stock	2,457.60
223	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3032266749	2 Clamp Heat Exchangers - PW 5079	102.80
224	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3032314768	Surge Tank - PW 5045	578.00
225	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3032373947	Returned Damaged Surge Tank - PW 5045	(575.00)
226	7040	Supplies - Vehicle R&M	8244 Des Plaines Ace Hardware	3692	Teflon Tape	7.19
227	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1322878	Control Arms - PW 2027	283.38
228	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1323146	2 Control Arms - PW 2027	225.58
229	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1328951	Sway Bar Link Kit & Control Arm - Police 6029	152.48
230	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1329458	Control Arm - Police 6029	112.79
231	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1329476	Returned Control Arm & Stab Link Kit - Police 6029	(152.48)
232	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1329923	2 Control Arms - Police 6046	112.79
233	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	550226P	Wire Assembly - Police 6029	65.20
234	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	550338P	Trailer Wiring Kit - Fire 6029	52.00
235	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	550500P	Tie Rod End - PW 5084	178.91

# City of Des Plaines

## Warrant Register 06/05/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
236	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	550556P	O2 Sensor - Police 6918	35.06
237	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	550634P	Water Pump & Timing Chain Kit - Fire 7401	483.86
238	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	550636P	Turbo - Fire 6504	1,302.60
239	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	550906P	Coolant Reservoir - Fire 6504	130.98
240	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	551006P	EGR Valve & Filter Kits - Fire 6504	402.65
241	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	551430P	15 Gaskets - Police Stock	297.90
242	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	858895	11 Filters - PW Stock	168.09
243	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	859091	Battery & Core Deposit - PW 5116	337.59
244	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	859102	Core Deposits Returned - PW Stock	(82.50)
245	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	859226	2 Hose Clamps - Fire 7707	32.30
246	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	859527	Hydraulic Fittings - PW Stock	141.55
247	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	859586	Hydraulic Fittings - Fire 7801	92.12
248	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	859672	Hydraulic Fittings - PW Stock	43.64
249	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	859690	Core Deposit Returned - PW 5116	(27.00)
250	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	859709	Belt & Tensioner - Police 6046	91.69
251	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	859748	Brake Pads & Rotors - Police Stock	323.79
252	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	859787	Brake Chamber - PW 5082	72.16
253	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	859810	Returned Brake Rotors & Oil - PW Stock	(334.20)
254	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	860064	Air Filter & Hydraulic Fittings - PW Stock	152.33
255	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	860220	Brake Pads & Rotors - PW 5101	332.87
256	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	860368	Air Filter - Fire 6504	51.56
257	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	860372	Coolant Cap - Fire 6504	8.72
258	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	860625	Batteries & Cores - Fire 7801	477.15
259	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	860645	Battery Cores Returned - Fire 7801	(477.15)
260	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	860761	Filters - Fire 6504	48.35
261	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	860800	Filters - PW Stock	156.11
262	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	860941	Brake Caliper & Core - Police 6089	153.06
263	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	860944	Brake Fluid - Police 6089	35.89



# City of Des Plaines

## Warrant Register 06/05/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
264	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	861139	Filter Return & Core Return - Police 6089	(73.88)
265	7040	Supplies - Vehicle R&M	1043 WW Grainger Inc	9699960762	Oil Filter - Fire 6504	12.85
266	7040	Supplies - Vehicle R&M	5823 Interstate Power Systems Inc	C042065887:01	Washers & O-Rings - Fire 7801	81.48
267	7040	Supplies - Vehicle R&M	5823 Interstate Power Systems Inc	C042065952:01	2 Washers & 2 Adapters - Fire 7801	278.10
268	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P21966	Steering Box, Screws, Nuts, & Washers - Fire 7801	2,549.60
269	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P22069	Rocker Switches, Actuators, Tie Links - Fire 7801	434.28
270	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101112553:01	Screws, Threadplates, Washers, Grommets, Etc. - Fire Stock	65.89
271	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101112553:02	Grommets - Fire 7702	32.00
272	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101112643:01	Clips & Pins - Fire 7702	32.28
273	7120	Gasoline	8331 Avalon Petroleum Company Inc	474489	5,000 Gals Unleaded Gasoline - 05/02/2023, R-162-22	12,697.14
274	7130	Diesel	8331 Avalon Petroleum Company Inc	031039	1,999 Gals Diesel Fuel - 05/02/2023, R-162-22	4,845.00
<b>Total 540 - Vehicle Maintenance</b>					<b>44,787.78</b>	

<b>Total 50 - Public Works &amp; Engineering</b>	<b>222,379.87</b>
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Police Department						
Division: 610 - Uniformed Patrol						
275	5310	Membership Dues	1506 International Association of Chiefs of Police Inc	251348	Membership Dues 1/1-12/31/2023 (1 DC)	190.00
276	5325	Training	8858 Murray, Bradley	Reimb 5/3	Reimb Mileage-Rifle Training 5/3/2023-Officer	16.90
277	5325	Training	3765 Braski, Nicholas	Reimb 5/3/2023	Reimb Mileage Training 5/3/2023	55.02
278	7200	Other Supplies	2509 Lynn Peavey Co	400502	Evidence Bags (400)	123.50
<b>Total 610 - Uniformed Patrol</b>					<b>385.42</b>	

Division: 620 - Criminal Investigation						
279	5325	Training	7214 FBI-LEEDA Inc	200086086	Executive Leadership Institute 6/12-6/16/2023 (1 Cmdr)	795.00
280	5325	Training	1261 Northeast Multiregional Training	325258	Lead Homicide Investigator 4/24-4/28/2023 (1 Det)	125.00
281	6110	Printing Services	1233 Press Tech Inc	51063	1 Box of Business Cards 5/8/2023	30.00
282	6195	Miscellaneous Contractual Services	1517 Trans Union LLC	04347544	Investigations Database 3/26-4/25/2023	212.67
283	6195	Miscellaneous Contractual Services	1572 LexisNexis Risk Solutions	1037713-20230430	Investigations Database 4/1-4/30/2023	187.00
284	6195	Miscellaneous Contractual Services	1683 Thomson Reuters	848256072	Investigations Database 4/1-4/30/2023	367.26
<b>Total 620 - Criminal Investigation</b>					<b>1,716.93</b>	

Division: 630 - Support Services						
285	5320	Conferences	3155 Kozlowski, Kathryn	Reimb 4/24-4/25	Reimb Meals Western IL Univ Job Fair 4/24-4/25/2023-Officer	118.50
286	5320	Conferences	5490 Galvan, Alfonso	Reimb 4/24-4/25	Reimb Meals Western IL Univ Job Fair 4/24-4/25/2023-Officer	118.50

# City of Des Plaines

## Warrant Register 06/05/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount
287	5320	Conferences	7369 Nelson, Jennifer	Reimb 4/24-4/25 Reimb Meals Western IL Univ Job Fair 4/24-4/25/2023-Officer	118.50
288	5320	Conferences	8720 Cerasa, Matthew M	Reimb 4/24-4/25 Reimb Meals Western IL Univ Job Fair 4/24-4/25/2023-Officer	118.50
289	6000	Professional Services	5975 Aero Removals Trisons Inc	21115CR Removal and Transport of 2 Deceased April 2023	800.00
290	6110	Printing Services	1284 DocuMentors Inc	1542 125 DP Police General Info Handbooks 2023 5/5/2023	989.05
291	6110	Printing Services	1580 Mighty Mites Awards Inc	18005 Appreciation Plaque -Tactical Response Team 3/22/2023	92.00
292	6185	Animal Control	1266 Northwest Animal Hospital PC	00467046 Stray Animal Impoundment January 2023 (5)	2,002.96
293	6185	Animal Control	1266 Northwest Animal Hospital PC	00467178 Stray Animal Impoundment February 2023 (7)	1,494.35
294	6185	Animal Control	1266 Northwest Animal Hospital PC	00467194 Stray Animal Impoundment March 2023 (6)	2,925.42
295	6185	Animal Control	1266 Northwest Animal Hospital PC	00467202 Stray Animal Impoundment April 2023 (3)	659.55
296	6190	Tow/Storage/Abandoned Fees	1567 Schimka Auto Wreckers, Inc	4/1/2023 March 2023 Towing Services (5)	350.00
297	6190	Tow/Storage/Abandoned Fees	1567 Schimka Auto Wreckers, Inc	5/1/2023 April 2023 Towing Services (4)	160.00
298	6195	Miscellaneous Contractual Services	1818 Northwest VoltWagon	111676 Battery Booster Rental 2nd Quarter 2023	93.00
299	6195	Miscellaneous Contractual Services	8566 Andy Frain Services Inc	338472 2023 Crossing Guard Services 4/1-4/30/2023 R-52-23	33,448.86
300	6195	Miscellaneous Contractual Services	7736 Velan Solutions LLC	626 Police Peer Support Network System Renewal 5/16/2023-5/15/2024	2,160.00
301	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8003885952 Shredding Services 04/07-04/28/2023	397.98
302	6310	R&M Vehicles	8811 WashU Speedy Shine LLC	136 80 Car Washes April 2023	320.00
303	6345	R&M Police Range	3882 Best Technology Systems Inc	BTL-23022-4 Service Agreement for Range Cleaning and Maintenance 04/27/2023	740.00
304	7000	Office Supplies	1644 Warehouse Direct Inc	5483190-0 3 Dozen Pens	35.76
305	7015	Supplies - Police Range	1288 Eagle Point Gun/TJ Morris & Son	134985 Department Ammunition, 9MM (10 Cases)	2,340.00
306	7525	Meals	1076 Sam's Club Direct	2794 Qty 8 of Juice for Prisoner Meals	65.88
307	8000	Computer Software	8154 DACRA Tech LLC	DT 2023-05 Dacra Software Set up Fee, Finance Interface With Logos 05/15/23	11,500.00
<b>Total 630 - Support Services</b>					<b>61,048.81</b>

<b>Total 60 - Police Department</b>	<b>63,151.16</b>
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Fire Department						
Division: 100 - Administration						
308	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 051023	Water Delivery Service 04/27/2023	34.05
<b>Total 100 - Administration</b>					<b>34.05</b>	

Division: 710 - Emergency Services						
309	5345	Post-Employment Testing	1267 Northwest Community Hospital	30569	7 Fire Annual Physicals 4/11-4/28/2023	3,613.00

# City of Des Plaines

## Warrant Register 06/05/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
310	5345	Post-Employment Testing	1267 Northwest Community Hospital	30652	1 Fire Annual Screening 4/13/2023	66.00
311	6035	Dispatch Services	5067 Regional Emergency Dispatch Ctr	164-23-06	R-141-13 Monthly Dispatch Service June 2023	66,587.00
312	6035	Dispatch Services	5973 Emergency Twenty Four Inc	66097	R-48-23 - Elevator Alarm Dispatch Fees April 2023	2,401.00
313	6305	R&M Equipment	5553 EMC Equipment Management Company	62249	Service Call - RIT Tip, Set Screw 5/15/23	251.00
314	6310	R&M Vehicles	8602 Legacy Fire Apparatus	INV-17761	On-Going Vehicle Maintenance R-34-23 - Engine 61 - 04/24/2023	1,321.29
315	6310	R&M Vehicles	8602 Legacy Fire Apparatus	INV-17777	On-Going Vehicle Maintenance R-34-23 - Engine 63 - 04/26-4/27/23	35,103.24
316	6310	R&M Vehicles	8602 Legacy Fire Apparatus	INV-17788	On-Going Vehicle Maintenance R-34-23 - Engine 63 -04/28/2023	1,928.29
317	6315	R&M Buildings & Structures	1118 Chicago Communications LLC	343229	Service Station 61 PA System Repair - 04/07/2023	235.00
318	6315	R&M Buildings & Structures	1118 Chicago Communications LLC	344010	Repair Speaker in Bay Area at Station 61- 05/02/2023	200.00
319	6315	R&M Buildings & Structures	1660 Safety-Kleen Systems Inc	91625814	Parts Washer Solvent Station 63 - Service 05/01/2023	417.11
320	7000	Office Supplies	1644 Warehouse Direct Inc	5486320-0	4 Sets Markers, 3 Scissors, 11 Boxes Batteries	257.30
321	7000	Office Supplies	1644 Warehouse Direct Inc	5487455-0	1 Dz Bottles of Correction Fluid, 1 Bx Correction Tape	32.45
322	7025	Supplies - Custodial	8019 Ferguson Facilities	0571584	2 - 5 Gal BH 38, 2 Mops, 3 - Gal Car Wash Soap	419.59
323	7025	Supplies - Custodial	8019 Ferguson Facilities	0571584-1	One 5-Gal of BH-38 Degreaser, One Mop, Two 5-Gal Car Wash Soap	356.87
324	7025	Supplies - Custodial	8779 Ecolab USA Incorporated	6337192713	2 Cartons Laundry Detergent	200.36
325	7025	Supplies - Custodial	8779 Ecolab USA Incorporated	6337192714	2 Cartons Laundry Detergent	200.36
326	7025	Supplies - Custodial	1043 WW Grainger Inc	9686575128	Cleaners, Sponges, Scrubbers, Etc.	293.30
327	7025	Supplies - Custodial	1043 WW Grainger Inc	9686575136	1 Pack Pot Holders, 6 Oven Mitts	68.41
328	7025	Supplies - Custodial	1043 WW Grainger Inc	9686575144	5 Bottles Vehicle Protectant Liquid	41.60
329	7025	Supplies - Custodial	1043 WW Grainger Inc	9686843807	2 Cases Shampoo & Body Wash	192.06
330	7035	Supplies - Equipment R&M	1525 Hastings Air-Energy Control Inc	PS-I0001404	Tailpipe Adaptor	324.09
331	7200	Other Supplies	1046 Hinckley Spring Water Co	22728338 051123	92 - 24 Packs of Water for Fire Vehicles	710.67
332	7200	Other Supplies	1571 Welding Industrial Supply	R03038391	14 Cylinders, Balloon Filler - April 2023	162.94
333	7300	Uniforms	3212 On Time Embroidery Inc	110426	Belt, Safety Boots, 2 Pairs of Pants - Engineer	279.00
334	7300	Uniforms	3212 On Time Embroidery Inc	110894	Mesh Shorts - Engineer	21.00
335	8015	Equipment	3014 Motorola Solutions Inc	8281596552	11 Radio Batteries	1,481.70
<b>Total 710 - Emergency Services</b>					<b>117,164.63</b>	

Division: 720 - Fire Prevention						
336	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 051023	Water Delivery Service 04/27/2023	49.96
337	7320	Equipment < \$5,000	3617 Knox Company	INV-KA-181842	3 KeySecure Knox Boxes, 3 Mounting Brackets	2,974.00
<b>Total 720 - Fire Prevention</b>					<b>3,023.96</b>	

# City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
<b>Division: 730 - Emergency Management Agency</b>						
338	6015	Communication Services	1936 DTN LLC	6304991	2023 Weather and Billing Support for EMA 06/08 - 07/07/2023	431.00
339	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 051023	Water Delivery Service 04/27/2023	25.48
<b>Total 730 - Emergency Management Agency</b>					<b>456.48</b>	

<b>Total 70 - Fire Department</b>	<b>120,679.12</b>
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<b>Department: 75 - Fire &amp; Police Commission</b>						
340	5340	Pre-Employment Testing	1483 Personnel Evaluation Inc	47526	PD PEP - Pep Billing 4/01-4/30/2023	50.00
341	5340	Pre-Employment Testing	5213 Shaughnessy, Kevin W	M0502	2 Pre-Employment Polygraph Testing Services 5/02-05/05/2022	460.00
<b>Total 75 - Fire &amp; Police Commission</b>					<b>510.00</b>	

<b>Department: 90 - Overhead</b>						
342	6015	Communication Services	8536 Peerless Network Inc	22294	Communication Service 05/01- 05/31/2023	11,024.69
343	6030	AMB Fee Processing Services	3640 Andres Medical Billing Ltd	052023DPIL	Collections for Services April 2023 - Ambulance Fees	11,989.92
344	6627	Incentive - O'Hare Real Estate Hotel	8087 O'Hare Real Estate LLC	Payment 3 5-23	Hotel and Sales Tax Incentives -Orchards at O'Hare for 2022	72,651.10
345	6628	Incentive - O'Hare Real Estate Sales	8087 O'Hare Real Estate LLC	Payment 3 5-23	Hotel and Sales Tax Incentives -Orchards at O'Hare for 2022	40,503.95
<b>Total 90 - Overhead</b>					<b>136,169.66</b>	

<b>Total 100 - General Fund</b>	<b>755,397.86</b>
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<b>Fund: 208 - TIF #8 Oakton</b>						
346	6000	Professional Services	8133 Elrod Friedman LLP	12273	3-23 Non-Retainer Matters	220.50
347	6000	Professional Services	8133 Elrod Friedman LLP	12677	4-23 Non-Retainer Matters	343.00
348	6000	Professional Services	1123 Christopher B Burke Engineering LTD	182815	R-172-22 TO #2 - Oakton/Maple Drainage Eng Svcs 03/26-04/30/2023	10,918.75
<b>Total 208 - TIF #8 Oakton</b>					<b>11,482.25</b>	

<b>Fund: 230 - Motor Fuel Tax Fund</b>						
349	6330	R&M Traffic Signals	2032 Mount Prospect, Village of	2023-00550002	Traffic Signal Maintenance 01/01- 03/31/2023	148.50
350	6330	R&M Traffic Signals	1139 Cook County of Illinois	2023-1	Traffic Signal Maint. - Dempster & Potter 01/01-03/31/2023	1,357.51
351	6330	R&M Traffic Signals	1206 Illinois, State of	63325	R-136-22 Traffic Signal Maintenance 01/01-03/31/2023	23,629.25
352	7160	Ice Control	1372 Morton Salt Inc	5402788031	Bulk Rock Salt - 03/22/2023, R-95-22	3,679.54
353	8100	Improvements	1364 Martam Construction	2022-Concrete-P7	2022 CIP Concrete Improvements 02/01- 04/30/2023 R-118-22	86,254.62
<b>Total 230 - Motor Fuel Tax Fund</b>					<b>115,069.42</b>	

<b>Fund: 250 - Grant Projects Fund</b>						
<b>Program: 2520 - Capital Grants</b>						
354	6000	Professional Services	1123 Christopher B Burke Engineering LTD	182813	R-157-21 Eng Svcs for Area #4 Flood Imp Proj TO#6 03/26-04/30/23	1,040.00
355	6000	Professional Services	1123 Christopher B Burke Engineering LTD	182814	R-184-21 Task Order 7 Professional Engineering Svcs 3/26-4/30/23	880.00
356	6005	Legal Fees	8133 Elrod Friedman LLP	12265	3-23 Non-Retainer IEMA & FEMA Review Phase 5	2,744.00

# City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
357	6005	Legal Fees	8133 Elrod Friedman LLP	12670	4-23 Non-Retainer IEMA & FEMA Review Phase 5	1,788.50
358	6005	Legal Fees	8133 Elrod Friedman LLP	12671	4-23 Non-Retainer IEMA & FEMA Review Phase 4	49.00
<b>Total 2520 - Capital Grants</b>					<b>6,501.50</b>	

<b>Total 250 - Grant Projects Fund</b>	<b>6,501.50</b>
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Fund: 260 - Asset Seizure Fund						
<b>Program: 2610 - Customs</b>						
359	8015	Equipment	1026 CDW LLC	JJ45974	1 Gamber Mongoose Mount	333.52
<b>Total 2610 - Customs</b>					<b>333.52</b>	

<b>Program: 2620 - DEA</b>						
360	5325	Training	3551 IL Crisis Negotiators Association	ICNA2023-002	IL Crisis Negotiator Conf 4/24-4/28/2023-6 Ofcrs, 1 Sgt	2,660.00
361	5325	Training	3712 Anderson, Alyce	Reimb 4/24-4/28	Reimb Meals-4/24-4/28/2023 IL Crisis Neg Conf-Ofcr	185.00
362	5325	Training	7278 Muchow, Matthew	Reimb 4/24-4/28	Reimb Meals-4/24-4/28/2023 IL Crisis Neg Conf-Sgt	185.00
363	5325	Training	8493 Hanson, Robert	Reimb 4/24-4/28	Reimb Meals-4/24-4/28/2023 IL Crisis Neg Conf-Ofcr	185.00
364	5325	Training	8494 Garcia, Jessica	Reimb 4/24-4/28	Reimb Meals-4/24-4/28/2023 IL Crisis Neg Conf-Ofcr	185.00
365	5325	Training	8497 Banda, Adam	Reimb 4/24-4/28	Reimb Meals-4/24-4/28/2023 IL Crisis Neg Conf-Det	185.00
366	5325	Training	3713 Niznik, Richard	Reimb 4/25-4/28	Reimb Meals-4/24-4/28/2023 IL Crisis Neg Conf-Det	129.00
367	6195	Miscellaneous Contractual Services	8845 Lock N Charge Technologies LLC	S01467	Cloud Storage for Patrol MDTs 5/27/2023-5/27/2024	2,160.00
368	7300	Uniforms	1164 Uniform Den East Inc	85705	TRT Uniforms 2 Pants, 1 Shirt	258.02
<b>Total 2620 - DEA</b>					<b>6,132.02</b>	

<b>Program: 2640 - Forfeit</b>						
369	6115	Licensing/Titles	1744 IL Secretary of State	AR63051-2024	Sqd 20 Vehicle Registration for 2024 Lic AR63051	151.00
<b>Total 2640 - Forfeit</b>					<b>151.00</b>	

<b>Total 260 - Asset Seizure Fund</b>	<b>6,616.54</b>
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Fund: 400 - Capital Projects Fund						
370	6000	Professional Services	5659 V3 Companies of Illinois Ltd	17050-33	Engr Svcs-S-Curve Bike/Ped Underpass Ph 1 03/26-04/29/2023	3,068.40
371	6000	Professional Services	7623 UrbanHydro Engineering Inc	187	Task Order #3 - 2023 CRS Verification 04/01-04/30/2023	3,937.50
372	6000	Professional Services	8492 TranSystems Corporation	4090383-10	R-171-21 Ph 1 Eng Srv-Algonquin Rd Grade Sep 3/18-4/21/23	86,251.05
373	6000	Professional Services	1123 Christopher B Burke Engineering LTD	OE4U312-1	R-51-23 - Oakton St Sidepath Construction Eng 03/15-03/25/23	8,914.18
374	6195	Miscellaneous Contractual Services	6555 Landscape Concepts Management Inc	31352	Oakton St Sidepath Tree and Stump Removal 03/24-03/30/2023	9,414.20
<b>Total 400 - Capital Projects Fund</b>					<b>111,585.33</b>	

# City of Des Plaines

## Warrant Register 06/05/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Fund: 410 - Equipment Replacement Fund</b>					
<b>Department: 60 - Police Department</b>					
375	8015	Equipment	1045 Havey Communications	12261 Police Squad Up-Fitting, Squad #87 5/8/2023	528.00
<b>Total 60 - Police Department</b>					<b>528.00</b>

<b>Department: 70 - Fire Department</b>					
376	8020	Vehicles	7690 Bob Ridings Inc	FLI2282 2 Ford 2023 F350 Trucks - 04/21/2023, R-211-22	95,806.00
<b>Total 70 - Fire Department</b>					<b>95,806.00</b>

<b>Total 410 - Equipment Replacement Fund</b>					<b>96,334.00</b>
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<b>Fund: 420 - IT Replacement Fund</b>					
377	8005	Computer Hardware	1035 Dell Marketing LP	10667614713 4 Monitors & 2 Soundbars	1,636.74
378	8005	Computer Hardware	1035 Dell Marketing LP	10667925078 10 Monitors and 5 Soundbars	2,046.45
379	8005	Computer Hardware	1035 Dell Marketing LP	10668475613 4 Dell XPS 15 9350 Laptops	13,442.52
<b>Total 420 - IT Replacement Fund</b>					<b>17,125.71</b>

<b>Fund: 430 - Facilities Replacement Fund</b>					
380	6315	R&M Buildings & Structures	7706 Lakeshore Recycling Systems LLC	0005315649 Refuse Removal - Leela Building - 04/17-04/26/2023	1,825.00
381	6315	R&M Buildings & Structures	7371 Gilco Scaffolding Company LLC	16688 Debris Chute Rental - Leela Building - 04/04-05/01/2023	700.00
382	6315	R&M Buildings & Structures	7371 Gilco Scaffolding Company LLC	16689 Debris Chute Rental - Leela Building - 04/04-05/01/2023	100.00
383	6315	R&M Buildings & Structures	5440 Manusos General Contracting Inc	6642 TO#4 Demo Services - Leela Building - 04/17-04/21/2023, R-87-23	20,610.80
384	6315	R&M Buildings & Structures	5440 Manusos General Contracting Inc	6646 TO#4 - Demo Services - Leela - 04/24-05/05/2023, R-87-23	40,336.64
385	6315	R&M Buildings & Structures	5440 Manusos General Contracting Inc	6659 TO#4 Demo Services - Leela - 05/08-05/13/2023, R-87-23	20,610.80
386	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	0026184 Building Materials - Leela	358.99
387	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	0026280 Plumbing Supplies - Leela	249.97
388	7045	Supplies - Building R&M	3378 Michael Wagner & Sons Inc	1008449 Plumbing Supplies - Leela	35.50
389	7045	Supplies - Building R&M	3378 Michael Wagner & Sons Inc	1008480 Plumbing Supplies - Leela	151.07
390	7045	Supplies - Building R&M	3378 Michael Wagner & Sons Inc	1008511 Plumbing Supplies - Leela	31.46
391	7045	Supplies - Building R&M	1057 Menard Incorporated	15847 Lumber - Leela Building	25.68
392	7045	Supplies - Building R&M	1057 Menard Incorporated	15916 Bottled Water, Bulbs, & Exit Light - Leela Building	59.74
393	7045	Supplies - Building R&M	1057 Menard Incorporated	16147 Tape, Drop Cloth, Rubber Parking Curb, Etc. - Leela Building	19.96
394	7045	Supplies - Building R&M	1057 Menard Incorporated	16192 Lumber - Leela Building	56.98
395	7045	Supplies - Building R&M	1057 Menard Incorporated	16232 Galvanized Plugs & Caps - Leela Building	9.40
396	7045	Supplies - Building R&M	1057 Menard Incorporated	16397 Flex Seal & Battery - Leela Building	35.74
397	7045	Supplies - Building R&M	1057 Menard Incorporated	16478 Respirator Cartridges, Wipes, Sealant, Cap, Etc. - Leela Building	271.23

# City of Des Plaines

## Warrant Register 06/05/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount
398	7045	Supplies - Building R&M	1057 Menard Incorporated	16524 Tapcons & Drill Bits - Leela	33.45
399	7045	Supplies - Building R&M	1057 Menard Incorporated	16532 Galvanized Cap & Nipple - Leela	12.85
400	7045	Supplies - Building R&M	1057 Menard Incorporated	16539 Adapter, Reducer, Nipples, Couplings - Leela	79.94
401	7045	Supplies - Building R&M	1057 Menard Incorporated	16569 Galvanized Cap & Faucet - Leela Building	56.78
402	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	2025859 Lock Nuts, Washers, Bolts - Leela	10.73
403	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	4024188 Screws, Bit Holder, Extension Cords, Etc. - Leela Building	183.40
404	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	4025459 Lumber & Bottled Water - Leela	76.52
<b>Total 430 - Facilities Replacement Fund</b>					<b>85,942.63</b>

<b>Fund: 500 - Water/Sewer Fund</b>					
<b>Non Departmental</b>					
<b>Division: 550 - Water Systems</b>					
405	5325	Training	1252 NIPSTA	45543318	90.00
406	6040	Waste Hauling & Debris Removal	1328 John Neri Construction Company Inc	042023	13,922.27
407	6110	Printing Services	1233 Press Tech Inc	51068	1,027.00
408	6110	Printing Services	1233 Press Tech Inc	51069	1,075.00
409	6140	Leases	1562 Wisconsin Central LTD	9500249773	502.98
410	6180	Water Sample Testing	1642 Suburban Laboratories, Inc	210149	720.00
411	6180	Water Sample Testing	1642 Suburban Laboratories, Inc	211435	727.50
412	6180	Water Sample Testing	1642 Suburban Laboratories, Inc	213621	1,386.00
413	6195	Miscellaneous Contractual Services	8683 T and T Landscape Construction Inc	10840	846.00
414	6195	Miscellaneous Contractual Services	1467 HBK Water Meter Service Inc	230164	59.00
415	6195	Miscellaneous Contractual Services	1467 HBK Water Meter Service Inc	230177	29.50
416	6305	R&M Equipment	1575 Pirtek O'Hare	OH-T00023912	307.24
417	7000	Office Supplies	1644 Warehouse Direct Inc	5484778-0	57.00
418	7000	Office Supplies	1644 Warehouse Direct Inc	5485052-0	24.79
419	7000	Office Supplies	1644 Warehouse Direct Inc	5491247-0	17.48
420	7020	Supplies - Safety	1043 WW Grainger Inc	9691878905	20.38
421	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	16385	125.49
422	7030	Supplies - Tools & Hardware	8244 Des Plaines Ace Hardware	3520	29.69
423	7035	Supplies - Equipment R&M	8244 Des Plaines Ace Hardware	3727	51.27

# City of Des Plaines

## Warrant Register 06/05/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount
424	7035	Supplies - Equipment R&M	8244 Des Plaines Ace Hardware	3857 Vinyl Tubing & Hose Clamps	13.00
425	7035	Supplies - Equipment R&M	8244 Des Plaines Ace Hardware	3877 2 Batteries for Locator	10.79
426	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	860067 Hose End Fittings - PW 9063	245.58
427	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	860412 Battery Acid - PW 9041, 9042, 9047, 9055	23.64
428	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3032373629 Fuel Tank Straps & Lining - PW 9032	673.00
429	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3032429814 EGR Gasket - PW 9032	33.90
430	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3032435955 EGR Cooler & Core - PW 9032	1,848.50
431	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3032456248 EGR Cooler & Hose - PW 9032	2,335.00
432	7040	Supplies - Vehicle R&M	4280 Rush Truck Centers of Illinois Inc	3032456326 Cooler Kit Core Returned - Water 9032	(465.50)
433	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	550723P Tie Rod Ends - PW 9054, PW 8039	178.91
434	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10474229 3.0 Cu Yds Top Soil - 04/21/2023	96.00
435	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10474742 3.0 Cu Yds Top Soil & 25 Lbs Grass Seed - 04/24/2023	176.00
436	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10475625 3.0 Cu Yds Top Soil - 04/27/2023	96.00
437	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10476009 3.0 Cu Yds Top Soil - 04/28/2023	96.00
438	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10477532 3.0 Cu Yds Top Soil - 05/05/2023	96.00
439	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10478710 1.0 Cu Yds Top Soil - 05/10/2023	21.00
440	7070	Supplies - Water System Maintenance	1328 John Neri Construction Company Inc	042023 Aggregate Materials & Spoils Disposal- 04/03-04/06/2023, R-175-20	20,090.14
441	7070	Supplies - Water System Maintenance	1057 Menard Incorporated	15819 2 Brass Elbows	27.58
442	7070	Supplies - Water System Maintenance	1703 Prosafty Inc	2/894680 Spray Paint & Marking Flags	189.00
443	7070	Supplies - Water System Maintenance	1709 Ziebell Water Service Products Inc	261505-000 Adapters, Bushings, Nipples	281.80
444	7070	Supplies - Water System Maintenance	1709 Ziebell Water Service Products Inc	261636-000 6 Box Taps & 6 Hex Bushings	523.08
445	7070	Supplies - Water System Maintenance	8244 Des Plaines Ace Hardware	3825 Hydraulic Cement	41.38
446	7070	Supplies - Water System Maintenance	8244 Des Plaines Ace Hardware	3838 Caulk Gun & Concrete Repair Supplies	19.77
447	7070	Supplies - Water System Maintenance	8244 Des Plaines Ace Hardware	3910 Nipples, Sockets, Couplings	59.35
448	7070	Supplies - Water System Maintenance	4093 White Cap LP	50021968259 2 Bundles Wood Stakes	85.58
449	7070	Supplies - Water System Maintenance	1072 Prairie Material	890951669 1.0 Cu Yds Concrete - Repairs - 04/21/2023	166.25
450	7070	Supplies - Water System Maintenance	1072 Prairie Material	890956578 1.0 Cu Yds Concrete - Repairs - 04/27/2023	166.25
451	7070	Supplies - Water System Maintenance	1072 Prairie Material	890959903 1.5 Cu Yds Concrete - Repairs - 04/28/2023	249.38



# City of Des Plaines

## Warrant Register 06/05/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
452	7070	Supplies - Water System Maintenance	1072 Prairie Material	890964390	5.0 Cu Yds Concrete - Repairs - 05/02/2023	889.25
453	7070	Supplies - Water System Maintenance	1072 Prairie Material	890965881	3.5 Cu Yds Concrete - Repairs - 05/03/2022	719.88
454	7070	Supplies - Water System Maintenance	1072 Prairie Material	890967689	5.0 Cu Yds Concrete - Repairs - 05/03/2023	889.25
455	7070	Supplies - Water System Maintenance	3217 Ozinga Ready Mix Concrete Inc	ARI00570973	4.5 Cu Yds Concrete - Repairs - 04/21/2023	967.13
456	7070	Supplies - Water System Maintenance	1564 EJ Equipment Inc	P41663	Hydro Excavation Spoon	291.10
457	7070	Supplies - Water System Maintenance	6992 Core & Main LP	S293746	3 Fire Hydrants	11,685.00
458	7070	Supplies - Water System Maintenance	6992 Core & Main LP	S500822	Repair Clamps	1,356.00
459	7070	Supplies - Water System Maintenance	6992 Core & Main LP	S606116	Repair Clamps	744.00
460	7070	Supplies - Water System Maintenance	6992 Core & Main LP	S721638	Hydrant Repair Kits	836.50
461	7070	Supplies - Water System Maintenance	6992 Core & Main LP	S725644	Water Meter Chambers Large Meters	16,481.80
462	7070	Supplies - Water System Maintenance	6992 Core & Main LP	S726527	Hydrant Repair Kit	399.00
463	7070	Supplies - Water System Maintenance	6992 Core & Main LP	S726538	Hydrant Repair Kit	459.97
464	7070	Supplies - Water System Maintenance	6992 Core & Main LP	S760735	Copper Tube, Curb Stop, Piggy Back Nut	2,366.00
465	7070	Supplies - Water System Maintenance	6992 Core & Main LP	S779534	Copper Tubes & Curb Stop	2,218.00
466	7070	Supplies - Water System Maintenance	6992 Core & Main LP	S784902	Gasket Bolt Kit & Brass Companion	1,178.00
467	7070	Supplies - Water System Maintenance	6992 Core & Main LP	S784911	Water Meter	5,300.00
468	7105	Wholesale Water - NWWC	2901 Northwest Water Commission	05012023	Wholesale Water Purchase - April 2023, R-183-14	348,214.16
469	7120	Gasoline	8331 Avalon Petroleum Company Inc	474489	5,000 Gals Unleaded Gasoline - 05/02/2023, R-162-22	2,552.37
470	7130	Diesel	8331 Avalon Petroleum Company Inc	031039	1,999 Gals Diesel Fuel - 05/02/2023, R-162-22	456.89
471	7150	Water Treatment Chemicals	2053 USA Bluebook	351412	6 Test Packs & 3 Chlorine Reagent Powder Pillows	801.99
472	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	66951	Chlorine Tank Rental - 03/28-04/27/2023	225.00
<b>Total 550 - Water Systems</b>					<b>447,427.26</b>	

<b>Division: 560 - Sewer Systems</b>						
473	6015	Communication Services	8536 Peerless Network Inc	22294	Communication Service 05/01-05/31/2023	120.78
474	6195	Miscellaneous Contractual Services	6555 Landscape Concepts Management Inc	31541	Brush Removal - Levee 50 - 03/30-03/31/2023, R-143-22	10,255.04
475	6195	Miscellaneous Contractual Services	1562 Wisconsin Central LTD	9500249769	Storm Sewer Agent - 5/1/23 - 4/30/24 Doc. 2998-W	519.30
476	6310	Supplies - Vehicle R&M	1278 Dave & Jim's Auto Body Inc	23349	Front End Alignment 05/10/2023 - PW 8039	100.00
477	6340	R&M Sewer System	1391 Gatwood Crane Service Inc	1317-AH	Crane Rental - Levee 50 Motor Removal - 04/20/2023	1,250.80

# City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
478	6340	R&M Sewer System	1378 Flow-Technics Inc	INV000010155	Motor Uncoupling & Rewire - 04/20/2023	800.00
479	6505	Subsidy - Sewer Lateral Program	8860 Pour, Susan	SLP23-005	Sanitary Sewer Rebate 5/15/2023	4,000.00
480	6505	Subsidy - Sewer Lateral Program	8849 Limberopoulos, Peter	SLP23-006	Sanitary Sewer Rebate 05/15/2023	2,355.00
481	6505	Subsidy - Sewer Lateral Program	8861 Richardson, Lisa A	SLP23-007	Sanitary Sewer Rebate 5/15/2023	2,314.50
482	6505	Subsidy - Sewer Lateral Program	8859 Maize, Michael A	SLP23-009	Sanitary Sewer Rebate 5/15/2023	2,550.00
483	7000	Office Supplies	8244 Des Plaines Ace Hardware	3876	3 Packs of Sharpie Markers	8.07
484	7000	Office Supplies	1644 Warehouse Direct Inc	5484778-0	Duster Cans, Chairmats, Laminating Pouches - PW	57.00
485	7000	Office Supplies	1644 Warehouse Direct Inc	5485052-0	Copy Paper - PW	24.79
486	7000	Office Supplies	1644 Warehouse Direct Inc	5491247-0	Tape, Paper, Pads, Markers - PW	17.48
487	7020	Supplies - Safety	2053 USA Bluebook	344117	8 Canisters Hand Wipes	165.03
488	7020	Supplies - Safety	1043 WW Grainger Inc	9691878905	Eye Wash Bottles	20.38
489	7030	Supplies - Tools & Hardware	8244 Des Plaines Ace Hardware	3719	Dead Blow Hammer	75.58
490	7030	Supplies - Tools & Hardware	8244 Des Plaines Ace Hardware	3830	Grease Gun	23.39
491	7030	Supplies - Tools & Hardware	8244 Des Plaines Ace Hardware	3906	Tape Measure, Pliers, Drill Bit, Torch Kit, Etc. - Levee 50	147.77
492	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	550069P	Wire Assembly - PW 8029	102.25
493	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	550723P	Tie Rod Ends - PW 9054, PW 8039	178.91
494	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	858932	Core Returned - PW 8030	(18.00)
495	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	859653	Reducer Sleeve - PW 8038	18.99
496	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	859654	2 Reducer Sleeves - PW 8038	37.98
497	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	CM548281P	Returned Harness - PW 8029	(119.58)
498	7075	Supplies - Sewer System Maintenance	1057 Menard Incorporated	15859	Lumber - Concrete Forming	37.44
499	7075	Supplies - Sewer System Maintenance	1703 Prosafty Inc	2/894680	Spray Paint & Marking Flags	189.00
500	7075	Supplies - Sewer System Maintenance	8244 Des Plaines Ace Hardware	3642	Fasteners	7.50
501	7075	Supplies - Sewer System Maintenance	1437 Des Plaines Material & Supply LLC	522648	1.5 Cu Yds Top Soil & 50 Lbs Grass Seed - 04/20/2023	412.52
502	7075	Supplies - Sewer System Maintenance	1437 Des Plaines Material & Supply LLC	522827	2.0 Cu Yds Top Soil - Restorations - 04/21/2023	82.00
503	7075	Supplies - Sewer System Maintenance	1072 Prairie Material	890954533	1.5 Cu Yds Concrete - Restorations - 04/26/2023	249.38
504	7075	Supplies - Sewer System Maintenance	1072 Prairie Material	890956576	1.25 Cu Yds Concrete - Restorations - 04/27/2023	207.81
505	7120	Gasoline	8331 Avalon Petroleum Company Inc	474489	5,000 Gals Unleaded Gasoline - 05/02/2023, R-162-22	935.49

# City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
506	7130 Diesel	8331 Avalon Petroleum Company Inc	031039	1,999 Gals Diesel Fuel - 05/02/2023, R-162-22	889.01
<b>Total 560 - Sewer Systems</b>					<b>28,015.61</b>

<b>Division: 580 - CIP - Water/Sewer</b>					
507	8100 Improvements	8756 Flowserve US Inc	1230760	Pump Replacements Pay App 2 - Maple - 03/22/2023, R-201-22	170,046.00
<b>Total 580 - CIP - Water/Sewer</b>					<b>170,046.00</b>

<b>Total 00 - Non Departmental</b>					<b>645,488.87</b>
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<b>Department: 30 - Finance</b>					
508	6025 Administrative Services	7961 BridgePay Network Solutions LLC	12209	Utility Web, Business License Trans & EnerGov Fees April 2023	264.00
509	6110 Printing Services	1106 Chromatech Printing Inc	9345/26394	5K Pink Window Envelopes for Disconnection Notices 05/08/2023	925.00
<b>Total 30 - Finance</b>					<b>1,189.00</b>

<b>Total 500 - Water/Sewer Fund</b>					<b>646,677.87</b>
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<b>Fund: 510 - City Owned Parking Fund</b>					
510	6015 Communication Services	8536 Peerless Network Inc	22294	Communication Service 05/01-05/31/2023	312.62
511	6015 Communication Services	8536 Peerless Network Inc	22294	Communication Service 05/01-05/31/2023	1,135.04
512	6320 R&M Parking Lots	2350 Anderson Elevator Co	INV-71753-G1V4	Elevator Inspections - City Hall/Police Station - May 2023	1,150.00
513	6320 R&M Parking Lots	8049 Cross Points Sales Inc	P 80755	Sprinkler Repair - Library Parking Deck - 03/08/2023	2,448.00
<b>Total 510 - City Owned Parking Fund</b>					<b>5,045.66</b>

<b>Fund: 600 - Risk Management Fund</b>					
514	6000 Professional Services	8580 Ready Rebound LLC	2680	Consulting-Orthopedic Patient Navigator Contract May 2023	951.05
515	6005 Legal Fees	8133 Elrod Friedman LLP	12687	4-23 Non-Retainer Matters	429.00
<b>Total 600 - Risk Management Fund</b>					<b>1,380.05</b>

<b>Fund: 700 - Escrow Fund</b>					
516	2221 Taste of Des Plaines	6798 Lion Fencing	05122023	Barricade and Ticket Booth Rentals for Taste of DP on 6/16-17/23	2,000.00
517	2221 Taste of Des Plaines	6094 Barefoot Hawaiian, The	061723D-B	Taste of Des Plaines World Stage Entertainment 6/17/23 - Balance	322.50
518	2221 Taste of Des Plaines	7329 Prime Time Promotions	1010	Car Racing Game Rental for Taste of Des Plaines on 6/16-6/17/23	3,800.00
519	2221 Taste of Des Plaines	6096 Harris Ice Company Inc	110009434	Freezer Rental and Ice for Taste of DP 6/16-6/17/23	950.00
520	2221 Taste of Des Plaines	6230 Galeno, James	1636	World Stage Entertainment on 6/16/23 for Taste of Des Plaines	425.00
521	2221 Taste of Des Plaines	8690 ODP Business Solutions LLC	313181851001	Gloves and Sanitizing Wipes for Taste of DP 6/16-6/17/23	49.19
522	2221 Taste of Des Plaines	6045 Double D Booking	32463	Entertainment for Taste of DP on 6/16-6/17/23 - Balance	9,950.00
523	2226 Special Events - July 4th	8690 ODP Business Solutions LLC	313179506001	Frame for Photo Op for Fireworks 7/2/23	21.49

# City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
524	2226	Special Events - July 4th	8426 VIP Valet Services Inc	31427	Parking Management Services for Fireworks on 7/2/23	5,965.00
525	2226	Special Events - July 4th	6045 Double D Booking	32486	Live Entertainment for July 4 Parade on 7/4/23	5,300.00
526	2226	Special Events - July 4th	8596 DJ Firm, The	5826	Balance for DJ at Fireworks 7/2/23	700.00
527	2460	Refundable Bonds	2026 Mount Prospect Park District	Refund 5/17/2023	Demolition Refundable Bond - 401 Algonquin	5,000.00
528	2493	Escrow - CED Development	8133 Elrod Friedman LLP	12271	3-23 Reimb Redevelopment	17,012.50
529	2493	Escrow - CED Development	8133 Elrod Friedman LLP	12289	3-23 Reimb Redevelopment	330.00
530	2493	Escrow - CED Development	8133 Elrod Friedman LLP	12289	3-23 Reimb Redevelopment	210.00
531	2493	Escrow - CED Development	8133 Elrod Friedman LLP	12289	3-23 Reimb Redevelopment	351.00
532	2493	Escrow - CED Development	8133 Elrod Friedman LLP	12675	4-23 Reimb Redevelopment	5,360.00
533	2493	Escrow - CED Development	8133 Elrod Friedman LLP	12694	4-23 Non-Retainer Matters	180.00
534	2493	Escrow - CED Development	8133 Elrod Friedman LLP	12694	4-23 Non-Retainer Matters	858.00
535	2493	Escrow - CED Development	1050 Journal & Topics Newspapers	190149	Legal Notice 5/3/2023 for PZB Mtg 5/23/2023	75.24
536	2493	Escrow - CED Development	1050 Journal & Topics Newspapers	190149	Legal Notice 5/3/2023 for PZB Mtg 5/23/2023	75.24
537	2493	Escrow - CED Development	8856 Castellanos, Francisco	Refund 5/1/2023	Escrow Refund - 1781 Oakton	785.14
<b>Total 700 - Escrow Fund</b>					<b>59,720.30</b>	
<b>Grand Total</b>					<b>1,918,879.12</b>	

# City of Des Plaines

## Warrant Register 06/05/2023

### Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Fund: 100 - General Fund</b>					
<b>Department: 00 - Non Departmental</b>					
538	4631	Nonresident Ambulance Fees	8857 Ross, Ryan	DPIL-21-52300:1 Medical Reimbursement 12/18/2021	361.55
<b>Total 00 - Non Departmental</b>					<b>361.55</b>
<b>Elected Office</b>					
<b>Division: 120 - City Clerk</b>					
539	6120	Recording Fees	1139 Cook County of Illinois	29011302022R Recording Fees for Four Ordinances 11/18/2022	352.00
<b>Total 120 - City Clerk</b>					<b>352.00</b>
<b>Total 10 - Elected Office</b>					<b>352.00</b>
<b>City Administration</b>					
<b>Division: 250 - Human Resources</b>					
540	5560	Unemployment Claims	1048 IDES IL Dept of Employment Security	0800793-Q1-2023 Unemployment Claims Paid 1st Qtr 2023-Account 800793	2,056.75
<b>Total 250 - Human Resources</b>					<b>2,056.75</b>
<b>Division: 230 - Information Technology</b>					
541	6300	R&M Software	8838 Fortra LLC	V0000223633R AutoMate Professional Edition-Single License 06/01/23-05/31/24	1,383.71
<b>Total 230 - Information Technology</b>					<b>1,383.71</b>
<b>Total 20 - City Administration</b>					<b>3,792.46</b>
<b>Community Development</b>					
<b>Division: 410 - Building &amp; Code Enforcement</b>					
542	6025	Administrative Services	7961 BridgePay Network Solutions LLC	11969 Utility Web, Business License & EnerGov Transaction Fees Mar 2023	88.80
<b>Total 410 - Building &amp; Code Enforcement</b>					<b>88.80</b>
<b>Total 40 - Community Development</b>					<b>88.80</b>
<b>Public Works &amp; Engineering</b>					
<b>Division: 540 - Vehicle Maintenance</b>					
543	6195	Miscellaneous Contractual Services	8504 Verizon Connect Fleet USA LLC	627000042655 Vehicle Diagnostic System April 2023	1,442.20
544	7120	Gasoline	7349 Wex Inc	88902511 Fuel Purchases April 2023	490.86
<b>Total 540 - Vehicle Maintenance</b>					<b>1,933.06</b>
<b>Total 50 - Public Works &amp; Engineering</b>					<b>1,933.06</b>
<b>Police Department</b>					
<b>Division: 630 - Support Services</b>					
545	6015	Communication Services	1009 AT&T	847R18054604-23 Communication Service 04/28-05/27/2023	63.87
<b>Total 630 - Support Services</b>					<b>63.87</b>
<b>Total 60 - Police Department</b>					<b>63.87</b>

# City of Des Plaines

## Warrant Register 06/05/2023

### Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Fire Department</b>					
<b>Division: 710 - Emergency Services</b>					
546	7500	Postage & Parcel	1566 UPS Store The	1st Qtr 2023-FD Delivery Service 01/16-04/10/2023	229.21
<b>Total 710 - Emergency Services</b>					<b>229.21</b>
<b>Total 70 - Fire Department</b>					<b>229.21</b>
<b>Total 100 - General Fund</b>					<b>6,468.95</b>
<b>Fund: 260 - Asset Seizure Fund</b>					
<b>Program: 2610 - Customs</b>					
547	5325	Training	3685 Mid-South Institute of Self Defense Shooting Inc	1022 TRT Training & Lodging 05/07-05/12/2023 R-60-23	35,640.00
<b>Total 2610 - Customs</b>					<b>35,640.00</b>
<b>Total 260 - Asset Seizure Fund</b>					<b>35,640.00</b>
<b>Fund: 500 - Water/Sewer Fund</b>					
<b>Non Departmental</b>					
<b>Division: 550 - Water Systems</b>					
548	6115	Licensing/Titles	6484 Chicago Title & Trust Company	23CCHI2206604N 712 Dulles Tower Closing 05/09/2023	1,298.00
549	7500	Postage & Parcel	1566 UPS Store The	1st Qtr 2023-PW Delivery Service 12/28/2022	28.31
<b>Total 550 - Water Systems</b>					<b>1,326.31</b>
<b>Total 00 - Non Departmental</b>					<b>1,326.31</b>
<b>Department: 30 - Finance</b>					
550	6025	Administrative Services	7961 BridgePay Network Solutions LLC	11969 Utility Web, Business License & EnerGov Transaction Fees Mar 2023	308.40
<b>Total 30 - Finance</b>					<b>308.40</b>
<b>Total 500 - Water/Sewer Fund</b>					<b>1,634.71</b>
<b>Grand Total</b>					<b>43,743.66</b>

# City of Des Plaines

## Warrant Register 06/05/2023

### JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
<b>Fund: 100 - General Fund</b>						
551	2478	DUI Fines	1518 Intoximeters Inc	PC - 40383	300 Mouthpieces for Intoximeter	103.00
<b>City Administration</b>						
<b>Division: 210 - City Manager</b>						
552	5310	Membership Dues	1413 ICMA Intl City/County Management Association	PC - 40343	Annual Membership for City Manager from 7/1/23-6/30/24	1,200.00
553	6195	Miscellaneous Contractual Services	8153 Zoom Video Communications Inc	PC - 40344	Zoom Subscription 4/26/23-5/25/23 - City Manager	15.99
<b>Total 210 - City Manager</b>					<b>1,215.99</b>	

<b>Division: 230 - Information Technology</b>						
554	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 40400	Monthly Renew Secure Express 4/3/23-5/2/23	9.99
555	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 40407	Dpcitynet/Cityofdesplaines/Desplaines Renewal 4/10/23-5/8/23	14.97
556	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 40409	Monthly Dpcitynet.com Renewal 4/11/23 - 5/9/23	4.99
557	7200	Other Supplies	4348 Amazon.Com	PC - 40405	Refund for Ergonomic Keyboard and Mouse Tray for City Use	(105.78)
558	7200	Other Supplies	4348 Amazon.Com	PC - 40412	Gevalia Columbian K-Cup Coffee for IT Department	61.97
559	7200	Other Supplies	4348 Amazon.Com	PC - 40413	Eight O'clock and Gloria Jeans K-Cup Coffee for IT Department	94.06
560	7200	Other Supplies	4348 Amazon.Com	PC - 40420	Solo Plastic Knives for IT Department	27.00
561	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 40395	Large Mouse Pad for City Use	13.89
562	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 40396	Coaxial Extension Cable and Lighting Arrestor for City Use	222.81
563	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 40397	4G Antenna Adapter Split Cable for City Use	7.42
564	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 40398	TV Wall Mount for Large TV for City Manager	109.99
565	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 40401	USB Fast Charging iPhone Cable for City Use	17.98
566	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 40402	Extended Reach Blade for Impact Punchdown Tool for IT Dept	15.99
567	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 40403	Klein Punchdown Tool Kit for IT Department	66.99
568	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 40406	Samsung 75 TV for City Manager	1,538.00
569	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 40410	Dell Laptop Battery for City Use	54.47
570	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 40414	Wire Management Roll Nylon Fastening Cable for City Use	31.10
571	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 40415	Otterbox Commuter iPhone Phone Case for Alderman	102.75
572	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 40417	11.6 MacBook Laptop and Tablet Bag for City Use	112.84
573	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 40418	Dell USB DVD Drives and Audio Aux Adapters for City Use	222.92
574	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 40419	Otterbox Defender iPhone Phone Case for City Use	113.54
<b>Total 230 - Information Technology</b>					<b>2,737.89</b>	

<b>Division: 240 - Media Services</b>						
575	6535	Subsidy - Youth Commission	6928 Fun Express LLC	PC - 40340	Youth Comm 4 Sets of 8 Journals, Art Project Prizes 5/15/23	61.11

# City of Des Plaines

## Warrant Register 06/05/2023

### JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
576	7200	Other Supplies	4348 Amazon.Com	PC - 40361	Disc Labeler Ink Cartridges Set of 6	238.49
<b>Total 240 - Media Services</b>					<b>299.60</b>	

<b>Division: 250 - Human Resources</b>						
577	5325	Training	4377 Northern Illinois University	PC - 40319	Annual Womens Legacy Conference - HR Director 5/19/2023	120.00
578	5325	Training	4377 Northern Illinois University	PC - 40321	Annual Womens Legacy Conference - Benefits Manager 5/19/2023	160.00
579	6100	Publication of Notices	5760 LinkedIn	PC - 40320	Job Ad: Management Analyst - Police 3/30/23-4/6/23	286.53
580	6100	Publication of Notices	1563 American Water Works Assoc (AWWA)	PC - 40325	Job Ad - Foreman 04/20-05/19/2023	299.00
581	6100	Publication of Notices	1753 American Public Works Association - APWA	PC - 40326	Job Ad - Foreman 04/20-05/11/2023	375.00
582	7525	Meals	5080 Potbelly Sandwich Works, LLC	PC - 40324	AFSCME Negotiation Lunch - 04/19/2023	63.51
583	7550	Miscellaneous Expenses	1076 Sam's Club Direct	PC - 40261	Prize for 2023 Public Service Recognition Week Raffle	583.83
584	7550	Miscellaneous Expenses	4348 Amazon.Com	PC - 40318	Colorful Circle Dot Stickers - 2023 Employee Recognition Wk	20.98
585	7550	Miscellaneous Expenses	4745 Buona Beef Rosemont	PC - 40323	Buona Food Truck Deposit - Employee Recognition Wk 05/12/2023	1,500.00
586	7550	Miscellaneous Expenses	4348 Amazon.Com	PC - 40327	Raffle Ticket Roll - 2023 Employee Recognition Wk	17.98
<b>Total 250 - Human Resources</b>					<b>3,426.83</b>	

<b>Division: 260 - Health &amp; Human Services</b>						
587	5325	Training	4626 National Association of Social Workers - NASW	PC - 40317	NASW - 2023 Leadership Summit 06/22/2023 - Social Worker	175.00
<b>Total 260 - Health &amp; Human Services</b>					<b>175.00</b>	

<b>Total 20 - City Administration</b>					<b>7,855.31</b>
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<b>Department: 30 - Finance</b>						
588	7000	Office Supplies	4348 Amazon.Com	PC - 40390	5-Pack of Ruled Notebooks	13.99
589	7000	Office Supplies	4348 Amazon.Com	PC - 40392	4 Paperclip Holders, 4 Pen Holders, 1 Note Paper with Cube	11.40
590	7200	Other Supplies	1076 Sam's Club Direct	PC - 40391	K-Cubs for Finance	117.86
<b>Total 30 - Finance</b>					<b>143.25</b>	

<b>Community Development</b>						
<b>Division: 410 - Building &amp; Code Enforcement</b>						
591	7000	Office Supplies	4348 Amazon.Com	PC - 40348	Sharpie Markers and Notebooks	29.02
<b>Total 410 - Building &amp; Code Enforcement</b>					<b>29.02</b>	

<b>Division: 420 - Planning &amp; Zoning</b>						
592	5320	Conferences	7034 American Planning Association - Illinois Chapter	PC - 40345	APA-IL State Spring Conf for CED Director 04/13-04/14/2023	75.00
593	5320	Conferences	7034 American Planning Association - Illinois Chapter	PC - 40349	APA-IL State Spring Conf for Senior Planner 04/13-04/14/2023	75.00
594	7000	Office Supplies	4348 Amazon.Com	PC - 40347	Blueprint Rack, Badge Holder, Office-Pens, Markers, Notepads	65.03



# City of Des Plaines

## Warrant Register 06/05/2023

### JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
595	7200	Other Supplies	4348 Amazon.Com	PC - 40346	Blueprint Rack, Badge Holder, Office-Pens, Markers, Notepads	78.95
<b>Total 420 - Planning &amp; Zoning</b>					<b>293.98</b>	

<b>Division: 430 - Economic Development</b>						
596	6108	Public Relations & Communications	8814 Small Business Expo LLC	PC - 40259	Wifi Fee Small Business Expo 4/26/23	199.00
597	6108	Public Relations & Communications	8814 Small Business Expo LLC	PC - 40262	Booth Rental Fee Small Business Expo 4/26/23	4,001.50
598	6108	Public Relations & Communications	4444 Misc Vendor for Procurement Card	PC - 40313	Small Business Expo Parking - 4/26/2023 Morning	5.00
599	6108	Public Relations & Communications	4444 Misc Vendor for Procurement Card	PC - 40314	Small Business Expo Parking - 4/26/2023 Afternoon	5.00
600	6108	Public Relations & Communications	4444 Misc Vendor for Procurement Card	PC - 40315	Small Business Expo Parking - 4/26/2023 Evening	5.00
<b>Total 430 - Economic Development</b>					<b>4,215.50</b>	

<b>Total 40 - Community Development</b>					<b>4,538.50</b>
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<b>Public Works &amp; Engineering</b>						
<b>Division: 100 - Administration</b>						
601	5310	Membership Dues	1753 American Public Works Association - APWA	PC - 40250	11 APWA Membership Dues 6/01/2023-5/31/2024 - Supt and Foremen	2,101.00
602	5320	Conferences	1563 American Water Works Assoc (AWWA)	PC - 40249	AWWA ACE23 Conference - Assistant Director 6/11-6/14/2023	1,015.00
603	5325	Training	1753 American Public Works Association - APWA	PC - 40251	APWA Expo-Admin, Supts, Crw Ldrs and Maint Oprs 5/24-5/25/2023	135.00
<b>Total 100 - Administration</b>					<b>3,251.00</b>	

<b>Division: 510 - Engineering</b>						
604	5310	Membership Dues	1485 ILCMA - IL City/County Management Assoc	PC - 40278	ILCMA 2023 Membership - Management Analyst	119.00
605	5320	Conferences	4377 Northern Illinois University	PC - 40279	ILCMA Conference - Management Analyst 06/07/2023-06/09/2023	275.00
606	5325	Training	4444 Misc Vendor for Procurement Card	PC - 40281	IECA Field Day Training - Civil Engineer 04/26/2023	125.00
607	6115	Licensing/Titles	4444 Misc Vendor for Procurement Card	PC - 40282	Designated Erosion Control Insp License Service Fee-Civil Engr 05/01-05/03/2023	1.77
608	6115	Licensing/Titles	4444 Misc Vendor for Procurement Card	PC - 40283	Designated Erosion Control Inspector License Fee-Civil Engr 05/01-05/03/2023	60.00
609	7000	Office Supplies	4348 Amazon.Com	PC - 40280	1 iPhone 14 Pro Case	28.58
<b>Total 510 - Engineering</b>					<b>609.35</b>	

<b>Division: 530 - Street Maintenance</b>						
610	5325	Training	1753 American Public Works Association - APWA	PC - 40256	APWA Expo-Admin, Supts, Crw Ldrs and Maint Oprs 5/24-5/25/2023	585.00
611	5325	Training	4444 Misc Vendor for Procurement Card	PC - 40308	APWA Expo - Arborist and Maint Operator - 5/24-5/25/2023	100.00
612	5325	Training	4444 Misc Vendor for Procurement Card	PC - 40309	APWA Expo - Maint Operator - 5/24-5/25/2023	70.00

**City of Des Plaines**  
**Warrant Register 06/05/2023**  
**JPMorgan Chase**

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
613	7050	Supplies - Streetscape	4444 Misc Vendor for Procurement Card	PC - 40376	Planter Box Inserts for Decorative Railings	425.88
<b>Total 530 - Street Maintenance</b>					<b>1,180.88</b>	

<b>Division: 535 - Facilities &amp; Grounds Maintenance</b>						
614	5325	Training	1753 American Public Works Association - APWA	PC - 40253	APWA Expo-Admin, Supts, Crw Ldrs and Maint Oprs 5/24-5/25/2023	315.00
615	6315	R&M Buildings & Structures	7689 Ambius	PC - 40258	April 2023 Monthly Plant Maintenance	757.08
616	6315	R&M Buildings & Structures	7689 Ambius	PC - 40260	March 2023 Monthly Plant Maintenance	756.08
617	7035	Supplies - Equipment R&M	4348 Amazon.Com	PC - 40312	Air Scrubber Filters	192.51
618	7045	Supplies - Building R&M	4348 Amazon.Com	PC - 40248	Velcro and Battery Cables for Public Works	93.79
619	7045	Supplies - Building R&M	4348 Amazon.Com	PC - 40306	Batteries for Faucets at City Hall	92.89
620	7045	Supplies - Building R&M	4348 Amazon.Com	PC - 40307	Water Filter Cartridge for City Hall	95.60
621	7045	Supplies - Building R&M	4444 Misc Vendor for Procurement Card	PC - 40310	Stain for Podium - Room 101 City Hall	49.99
622	7200	Other Supplies	4348 Amazon.Com	PC - 40311	Coffee for City Hall	287.83
<b>Total 535 - Facilities &amp; Grounds Maintenance</b>					<b>2,640.77</b>	

<b>Division: 540 - Vehicle Maintenance</b>						
623	5325	Training	1753 American Public Works Association - APWA	PC - 40254	APWA Expo-Admin, Supts, Crw Ldrs and Maint Oprs 5/24-5/25/2023	315.00
624	7030	Supplies - Tools & Hardware	4444 Misc Vendor for Procurement Card	PC - 40270	Seal Installer - PW Shop	436.97
625	7035	Supplies - Equipment R&M	4348 Amazon.Com	PC - 40265	Recoil Starter Assembly - PW 5107	36.94
626	7040	Supplies - Vehicle R&M	8812 Certified Power Inc	PC - 40266	XDS Controller - PW Stock	1,591.65
627	7040	Supplies - Vehicle R&M	4348 Amazon.Com	PC - 40268	Bolts - PW 5079	47.70
628	7040	Supplies - Vehicle R&M	4348 Amazon.Com	PC - 40269	Circulation Pump - FD 7702	144.06
629	7040	Supplies - Vehicle R&M	4348 Amazon.Com	PC - 40271	Brake Rotors - PW Stock	358.36
630	7040	Supplies - Vehicle R&M	4444 Misc Vendor for Procurement Card	PC - 40272	Used Engine Purchase - FD 7401	1,806.25
631	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 40267	Under Hoist Stand - PW Shop Equipment	245.00
<b>Total 540 - Vehicle Maintenance</b>					<b>4,981.93</b>	

<b>Total 50 - Public Works &amp; Engineering</b>					<b>12,663.93</b>
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<b>Police Department</b>						
<b>Division: 610 - Uniformed Patrol</b>						
632	5325	Training	7214 FBI-LEEDA Inc	PC - 40274	Supervisor Leadership Course 5/1-5/5/2023 (1 Cmdr)	795.00
633	5325	Training	4444 Misc Vendor for Procurement Card	PC - 40295	Hidden Compartment Class 8/8/2023 (2 Ofc)	450.00
634	5325	Training	4444 Misc Vendor for Procurement Card	PC - 40297	Non-Criminal Barricade Class 9/20/2023 (1 Ofc)	289.00

# City of Des Plaines

## Warrant Register 06/05/2023

### JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
635	7200	Other Supplies	1018 Anderson Lock Company LTD	PC - 40300	3 Custom Cut Keys (E.T.)	23.19
636	7200	Other Supplies	4348 Amazon.Com	PC - 40385	Memory Cards, Flash Mount, Memory Card Case	38.99
637	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 40386	Memory Cards, Flash Mount, Memory Card Case	188.90
638	7320	Equipment < \$5,000	1091 B&H Photo-Video	PC - 40387	Accessories for ET Cameras	590.71
639	7320	Equipment < \$5,000	1609 Harbor Freight Tools USA Inc	PC - 40388	Camera Cases	119.98
640	7320	Equipment < \$5,000	1091 B&H Photo-Video	PC - 40389	Camera Accessories for ET Cameras	357.34
<b>Total 610 - Uniformed Patrol</b>					<b>2,853.11</b>	

<b>Division: 620 - Criminal Investigation</b>						
641	5310	Membership Dues	1438 Association of Police Social Workers	PC - 40294	2023 Membership Dues - Social Worker	75.00
642	6015	Communication Services	8347 Browning Trail Cameras	PC - 40257	Cell Connection- Trail Camera for Surveillance 3/18-4/18/2023	29.99
643	7000	Office Supplies	4348 Amazon.Com	PC - 40293	Mouse Pad	8.98
644	7000	Office Supplies	4348 Amazon.Com	PC - 40305	DVD, Binder, USB Charger, Folders	148.72
645	7120	Gasoline	4444 Misc Vendor for Procurement Card	PC - 40341	Fuel for K9 Vehicle 4/7/2023	25.32
<b>Total 620 - Criminal Investigation</b>					<b>288.01</b>	

<b>Division: 630 - Support Services</b>						
646	5310	Membership Dues	1470 IL Tactical Officers Assoc	PC - 40288	Annual Membership Dues 3/31/2023-3/31/2024 (Training Ofc)	40.00
647	5325	Training	4444 Misc Vendor for Procurement Card	PC - 40328	Tactical Emergency Medical Class (1 Ofc) 5/8/2023	884.00
648	5325	Training	4444 Misc Vendor for Procurement Card	PC - 40331	Basic Life Support Class (1 Ofc) 4/14/2023	95.00
649	5335	Travel Expenses	4444 Misc Vendor for Procurement Card	PC - 40276	Lodging for Recruiting Trip 4/24-4/25/2023 Officer	108.78
650	5335	Travel Expenses	4444 Misc Vendor for Procurement Card	PC - 40277	Lodging for Recruiting Trip 4/34-4/25/2023 Officer	108.78
651	6190	Tow/Storage/Abandoned Fees	4444 Misc Vendor for Procurement Card	PC - 40273	Towing of Armored Vehicle 4/4/2023	597.88
652	6195	Miscellaneous Contractual Services	4444 Misc Vendor for Procurement Card	PC - 40290	Annual Subscription 4/1/2023-4/1/2024 Officer	119.99
653	6195	Miscellaneous Contractual Services	5093 Dropbox Inc	PC - 40296	Subscription Cloud Storage-Training Videos 4/10/2023-4/10/2024	119.88
654	7000	Office Supplies	4348 Amazon.Com	PC - 40289	Batteries, Note Pads	121.36
655	7000	Office Supplies	4348 Amazon.Com	PC - 40291	Staples	4.95
656	7000	Office Supplies	4348 Amazon.Com	PC - 40298	Markers	19.89
657	7000	Office Supplies	4348 Amazon.Com	PC - 40299	Markers, Chargers, Thumb Drives, Crayons, and CDs	140.34
658	7000	Office Supplies	4348 Amazon.Com	PC - 40302	Paper Plates and Bowls, Wipes, DVD, Thumb Drives	185.97
659	7000	Office Supplies	4348 Amazon.Com	PC - 40303	Off-Desk Shelf	19.00
660	7000	Office Supplies	4348 Amazon.Com	PC - 40304	Desk Organizer, Markers, Wall Clips, and Hooks	80.73
661	7200	Other Supplies	4348 Amazon.Com	PC - 40292	Traffic Vest	16.69
662	7200	Other Supplies	4348 Amazon.Com	PC - 40301	Paper Plates and Bowls, Wipes, DVD, Thumb Drives	337.41
663	7200	Other Supplies	4444 Misc Vendor for Procurement Card	PC - 40330	40 Wound Dressings	234.80
664	7200	Other Supplies	4444 Misc Vendor for Procurement Card	PC - 40332	40 Tourniquets	931.01

# City of Des Plaines

## Warrant Register 06/05/2023

### JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
665	7320	Equipment < \$5,000	3413 Tomahawk Live Trap LLC	PC - 40329	5 Animal Control Poles	458.32
666	7500	Postage & Parcel	1700 United States Postal Service	PC - 40382	Shipping for BWC Repair 4/6/2023	10.65
667	7500	Postage & Parcel	1566 UPS Store The	PC - 40384	Shipping for BWC Repair 4/13/2023	42.66
668	7525	Meals	2337 Shop & Save Market	PC - 40370	2 Prisoner Meals	14.18
669	7525	Meals	4444 Misc Vendor for Procurement Card	PC - 40378	City Card Used Mistakenly, City was Reimbursed by Check	43.16
<b>Total 630 - Support Services</b>					<b>4,735.43</b>	

<b>Total 60 - Police Department</b>	<b>7,876.55</b>
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Fire Department						
Division: 100 - Administration						
670	6310	R&M Vehicles	8811 WashU Speedy Shine LLC	PC - 40333	Car Wash 4/6/23 Vehicle 6101 - Deputy Chief	4.00
671	6310	R&M Vehicles	8811 WashU Speedy Shine LLC	PC - 40334	Car Wash 4/13/23 Vehicle 6101 - Deputy Chief	4.00
672	6310	R&M Vehicles	8811 WashU Speedy Shine LLC	PC - 40335	Car Wash 4/18/23 Vehicle 6101 - Deputy Chief	4.00
673	6310	R&M Vehicles	8811 WashU Speedy Shine LLC	PC - 40364	Car Wash 4/10/23 Vehicle 6102 - Deputy Chief	4.00
674	6310	R&M Vehicles	8811 WashU Speedy Shine LLC	PC - 40366	Car Wash 4/19/23 Vehicle 6102 - Deputy Chief	4.00
675	7550	Miscellaneous Expenses	6867 Marianos	PC - 40336	Food for Division 3 Deputy Chief Breakfast Meeting 04/21/2023	17.98
676	7550	Miscellaneous Expenses	4444 Misc Vendor for Procurement Card	PC - 40374	Breakfast for RED Center Telecommunicator's Week 04/09/2023	99.26
<b>Total 100 - Administration</b>					<b>137.24</b>	

Division: 710 - Emergency Services						
677	6195	Miscellaneous Contractual Services	5093 Dropbox Inc	PC - 40363	Dropbox Plus Subscription 4/5/23-4/5/24- Training Division	119.88
678	7000	Office Supplies	4348 Amazon.Com	PC - 40365	Vinyl Labels, Label Printer, Mechanical Pencils, Notebooks	240.40
679	7000	Office Supplies	4348 Amazon.Com	PC - 40369	iPhone Charger Cable, Vinyl Labels, Plastic Protectors for IDs	28.64
680	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	PC - 40379	Padlock, Paint Rollers - Station 63	27.87
681	7045	Supplies - Building R&M	4348 Amazon.Com	PC - 40380	Garage Door Hooks and Hangers - Station 63	25.99
682	7200	Other Supplies	4348 Amazon.Com	PC - 40362	2 Picture Hangers for Retirement Plaques	58.97
683	7200	Other Supplies	4348 Amazon.Com	PC - 40368	iPhone Charger Cable, Vinyl Labels, Plastic Protectors for IDs	7.48
684	7200	Other Supplies	4348 Amazon.Com	PC - 40381	Driver Bit Set - Engine 62	34.99
685	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 40367	iPhone Charger Cable, Vinyl Labels, Plastic Protectors for IDs	37.77
686	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 40373	8 iPad Cases with Keyboard	513.34
<b>Total 710 - Emergency Services</b>					<b>1,095.33</b>	

<b>Total 70 - Fire Department</b>	<b>1,232.57</b>
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Department: 75 - Fire & Police Commission						
687	6100	Publication of Notices	6109 Facebook Inc	PC - 40263	Facebook Ads for DPPD and DPDFD Job Postings 04/17/2023	25.00

# City of Des Plaines

## Warrant Register 06/05/2023

### JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
688	6100	Publication of Notices	6109 Facebook Inc	PC - 40264	Facebook Ads for PD/FD Job Posting 04/17/2023	25.00
689	6100	Publication of Notices	8795 National Minority Update	PC - 40316	Online Job Ads Fire and Police 04/04/-05/03/2023	390.00
690	6100	Publication of Notices	3399 Blue Line, The	PC - 40322	Lateral Entry PD Recruitment Ad 04/14-06/14/2023	397.00
<b>Total 75 - Fire &amp; Police Commission</b>					<b>837.00</b>	

<b>Total 100 - General Fund</b>	<b>35,250.11</b>
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Fund: 260 - Asset Seizure Fund						
<b>Program: 2620 - DEA</b>						
691	7320	Equipment < \$5,000	5854 MidwayUSA	PC - 40275	Foregrip for TRT Rifle	76.00
<b>Total 2620 - DEA</b>					<b>76.00</b>	

<b>Program: 2640 - Forfeit</b>						
692	7200	Other Supplies	7186 Bentley's Pet Stuff-SC	PC - 40342	Food for K9 Jager 4/11/2023	98.09
<b>Total 2640 - Forfeit</b>					<b>98.09</b>	

<b>Total 260 - Asset Seizure Fund</b>	<b>174.09</b>
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Fund: 420 - IT Replacement Fund						
693	8005	Computer Hardware	4348 Amazon.Com	PC - 40394	APC UPS Battery Replacement for City Use	297.35
694	8005	Computer Hardware	4348 Amazon.Com	PC - 40399	Cisco IP 8851 Phone for City Use	259.99
695	8005	Computer Hardware	4348 Amazon.Com	PC - 40404	Cisco 7975G IP Phone for City Use	55.00
696	8005	Computer Hardware	4348 Amazon.Com	PC - 40408	Cisco 7975G IP Phone for City Use	24.96
697	8005	Computer Hardware	4348 Amazon.Com	PC - 40411	Cisco 7975G IP Phone for City Use	55.00
698	8005	Computer Hardware	8415 Ubiquiti Inc	PC - 40416	Ubiquiti Giga Beam Plus Mini Dish for Public Works	726.43
<b>Total 420 - IT Replacement Fund</b>					<b>1,418.73</b>	

Fund: 500 - Water/Sewer Fund						
Non Departmental						
<b>Division: 550 - Water Systems</b>						
699	5310	Membership Dues	4444 Misc Vendor for Procurement Card	PC - 40377	Membership Dues for MCWWA 01/01-12/31/2023 - Superintendent	50.00
700	5320	Conferences	1563 American Water Works Assoc (AWWA)	PC - 40359	AWWA ACE23 Conference - Main Operator - 6/11-6/14/2023	185.00
701	5320	Conferences	1563 American Water Works Assoc (AWWA)	PC - 40360	Refund - AWWA ACE23 Conference - Main Operator - 6/11-6/14/2023	(185.00)
702	5325	Training	1753 American Public Works Association - APWA	PC - 40252	APWA Expo-Admin, Supts, Crw Ldrs and Maint Oprs 5/24-5/25/2023	855.00
703	5325	Training	4444 Misc Vendor for Procurement Card	PC - 40352	APWA Expo - Maint Operator - 5/24-5/25/2023	70.00
704	5325	Training	4444 Misc Vendor for Procurement Card	PC - 40356	APWA Expo - Maint Operators - 5/24-5/25/2023	100.00
705	5325	Training	4444 Misc Vendor for Procurement Card	PC - 40375	04/19/2023 MCWWA Meeting - Superintendent	25.00
706	7020	Supplies - Safety	4348 Amazon.Com	PC - 40351	Hard Hat Inserts	84.40
707	7500	Postage & Parcel	1700 United States Postal Service	PC - 40337	Postage for Certified Mail - 4/12/2023	32.52
708	7500	Postage & Parcel	1700 United States Postal Service	PC - 40338	Postage for Certified Mail - 4/19/2023	40.65

# City of Des Plaines

## Warrant Register 06/05/2023

### JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
709	7500	Postage & Parcel	1700 United States Postal Service	PC - 40339	Postage for Certified Mail - 4/26/2023	32.52
<b>Total 550 - Water Systems</b>					<b>1,290.09</b>	

<b>Division: 560 - Sewer Systems</b>						
710	5320	Conferences	1576 Illinois Section American Water Works Association	PC - 40354	ISAAWA Conference - Superintendent - 5/18/2023	97.00
711	5325	Training	1753 American Public Works Association - APWA	PC - 40255	APWA Expo-Admin, Supts, Crw Ldrs and Maint Oprs 5/24-5/25/2023	135.00
712	5325	Training	1576 Illinois Section American Water Works Association	PC - 40350	Sanitary Lift Station Seminar - Superintendent - 4/11/2023	60.00
713	5325	Training	4444 Misc Vendor for Procurement Card	PC - 40357	APWA Expo - Maint Operators - 5/24-5/25/2023	140.00
714	5325	Training	7306 NASSCO Inc	PC - 40358	PACP Training - Sewer Maintenance Operator - 4/26/2023	1,075.00
715	7300	Uniforms	4348 Amazon.Com	PC - 40355	Uniform Shirts and Pants - Superintendent	135.62
716	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 40353	Phone Case - Sewer Dept	28.98
<b>Total 560 - Sewer Systems</b>					<b>1,671.60</b>	

<b>Total 00 - Non Departmental</b>					<b>2,961.69</b>
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<b>Department: 30 - Finance</b>						
717	7000	Office Supplies	4348 Amazon.Com	PC - 40393	4 Paperclip Holders, 4 Pen Holders, 1 Note Paper with Cube	18.98
<b>Total 30 - Finance</b>					<b>18.98</b>	

<b>Total 500 - Water/Sewer Fund</b>					<b>2,980.67</b>
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<b>Fund: 700 - Escrow Fund</b>						
718	2221	Taste of Des Plaines	6644 Kwik-Covers LLC	PC - 40284	Tablecloths for Taste of Des Plaines 6/16-6/17/23	513.03
719	2221	Taste of Des Plaines	6928 Fun Express LLC	PC - 40286	Glow Sticks-Taste of DP 6/16-6/17/23/Float Decor-Parade 7/4/23	455.98
720	2224	Special Event - Food Truck Round Up	4348 Amazon.Com	PC - 40285	Hoola Hoops for Food Truck Event on 5/23/23	78.05
721	2226	Special Events - July 4th	6928 Fun Express LLC	PC - 40287	Glow Sticks-Taste of DP 6/16-6/17/23/Float Decor-Parade 7/4/23	33.13
<b>Total 700 - Escrow Fund</b>					<b>1,080.19</b>	

<b>Grand Total</b>					<b>40,903.79</b>
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# City of Des Plaines

## Warrant Register 06/05/2023

### Summary

	<u>Amount</u>		<u>Transfer Date</u>
Automated Accounts Payable	\$ 1,918,879.12	**	6/5/2023
Manual Checks	\$ 43,743.66	**	5/18/2023
Payroll	\$ 1,351,327.25		5/19/2023
RHS Payout	\$ -		
Electronic Transfer Activity:			
JPMorgan Chase Credit Card	\$ 40,903.79	**	5/23/2023
Chicago Water Bill ACH	\$ 3,976.59		5/31/2023
Postage Meter Direct Debits	\$ 13,000.00		5/11/2023
Utility Billing Refunds	\$ 1,448.97		5/19/2023
Debt Interest Payment	\$ -		
IMRF Payments	\$ 94,710.22		5/9/2023
Employee Medical Trust			
<b>Total Cash Disbursements:</b>	<b><u>\$ 3,467,989.60</u></b>		

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

\*\* See attached report

Adopted by the City Council of Des Plaines  
This Fifth Day of June 2023

Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Absent \_\_\_\_\_

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Jessica M. Mastalski, City Clerk

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Andrew Goczkowski, Mayor


**COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT**

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

**MEMORANDUM**

**Date:** May 25, 2023

**To:** Michael G. Bartholomew, City Manager

**From:** John T. Carlisle, AICP, Director of Community and Economic Development *JTC*

**Cc:** Stewart Weiss, Partner, Elrod Friedman, General Counsel

**Subject:** Additional Extension of Temporary Abeyance of Enforcement for Commercial Parking at 3001 Mannheim Road (Holiday Inn Express and Suites, Orchards at O'Hare)

**Issue:** The Holiday Inn Express and Suites hotel at 3001 Mannheim Road in the Orchards at O'Hare development has been operating a commercial parking lot use, as defined in Section 12-13-3 of the Zoning Ordinance, since approximately mid-July 2021. This activity is not allowed at the C-3-zoned property without a conditional use permit and is also not permitted by the Orchards at O'Hare planned unit development (PUD) approval. However, in 2021 and 2022, the City Council passed three separate resolutions (R-189-21, November 15, 2021; R-110-22, June 20, 2022; and R-208-22, December 5, 2022) to enter into and maintain a compliance and temporary abeyance of enforcement agreement with the property owner to allow the activity to occur. The current agreement expired on May 15, 2023.

The property owner/hotel management (Prominence) have submitted the attached request to the Council to extend the temporary allowance via an amended agreement, with termination upon any of the following, whichever comes first: (i) any construction activity on Lot 5 of the development (informally known as the "restaurant pad"); (ii) the issuance of occupancy (temporary or permanent) for the proposed Cilantro Taco/Ostras restaurant, which is connected to the hotel; or (iii) December 31, 2023.

**Analysis:** The commercial parking activity is driven by visitors (typically O'Hare Airport travelers) reserving a parking space through third-party apps and websites such as Way.com. The commercial parking is providing an ancillary revenue stream to hotel, and because the property lies within the O'Hare Corridor Privilege Area, it is subject to a \$1 per car daily parking tax.

The hotel representative reports that development activity is foreseeable in two locations on the Orchards campus: (i) in the hotel annex, where construction is imminent on the Cilantro Taco/Ostras restaurant, and (ii) Lot 5 ("the restaurant pad"), about which the Council is expected this summer to hear a proposal to amend the PUD and any other necessary approvals such that a Popeyes restaurant with drive-through and an accessory electric vehicle supercharger could be built upon the lot. Staff has reviewed the Lot 5 plans and is aware of commitments from these users, having formally met with them to advise on beginning the entitlement and permit process (staff Technical Review Board meeting).

The amended and extended agreement stipulates these requirements for property ownership:



- Remit as required by the Finance Department the \$1-per-car, per-day O’Hare Privilege Corridor Parking Tax;
- Maintain a Parking Lot Permit from the City as required by Section 7-7-2 of the City Code in good standing at all times when conducting the Commercial Parking;
- Confine the commercial parking activity to the hotel parcel, Lot 3, and the freestanding restaurant parcel, Lot 5, in the development;
- Prevent commercial parking from interfering with the parking needs of the hotel or any other development and business activity within the Planned Development Property, avoiding a parking shortage for any existing use within the development;
- Conduct commercial parking only on a hard, all-weather, dustless surface in permanently striped parking spaces, with drive aisle widths and parking space dimensions that comply with Section 12-9-6 of the Zoning Ordinance; and
- Maintain all portions of the Orchards at O’Hare development free of nuisances and undue service demand from the City of Des Plaines, including but not limited to property maintenance code enforcement and public safety (Police and Fire)
  - Related: To activate the agreement, all property maintenance issues must be inspected and resolved, and any owed fees or fines must be paid.

**City Council Action:** If the City Council agrees with the developer’s rationale and request, it may approve Resolution R-110-23 to allow the City to enter into this agreement, formalizing the additional extension and amended agreement.

**Attachments**

Attachment 1: Request for Extension from Prominence Hospitality / Holiday Inn Management

Attachment 2: Orchards at O’Hare Lot Map

**Resolution R-110-23**

Exhibit A: Amended and Extended Compliance and Abeyance of Enforcement Agreement

May 22<sup>th</sup>, 2023

To whom it may concern,

The Holiday Inn Express Des Plaines currently has an allowance for commercial parking at our location, ending in May. We are asking for an extension for this agreement through December 31<sup>st</sup>, 2023.

This has been a continual source of income that has helped this hotel sustain itself as we await the arrival of additional tenants. The renovation and construction work continues as noted in previous updates given. Here is a quick recap as to where we are with these projects:

Orchards Lot 5, LLC continues to progress for Popeyes and Tesla, which are being developed on this site. Both projects are under review with the city and awaiting approval. Once approval is received, we estimate about 4-6 months for final completion.

O'Hare, LLC continues with the progress of Cilantro Taco. It is currently under city review, and we are awaiting approval. Once approval is received, we estimate about 5 to 9 months for full completion of the project.

Regards,

  
Patrick Palmer General Manger

Holiday Inn Express and Suites O'Hare



Doc# 1704519090 Fee #230.00

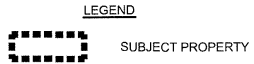
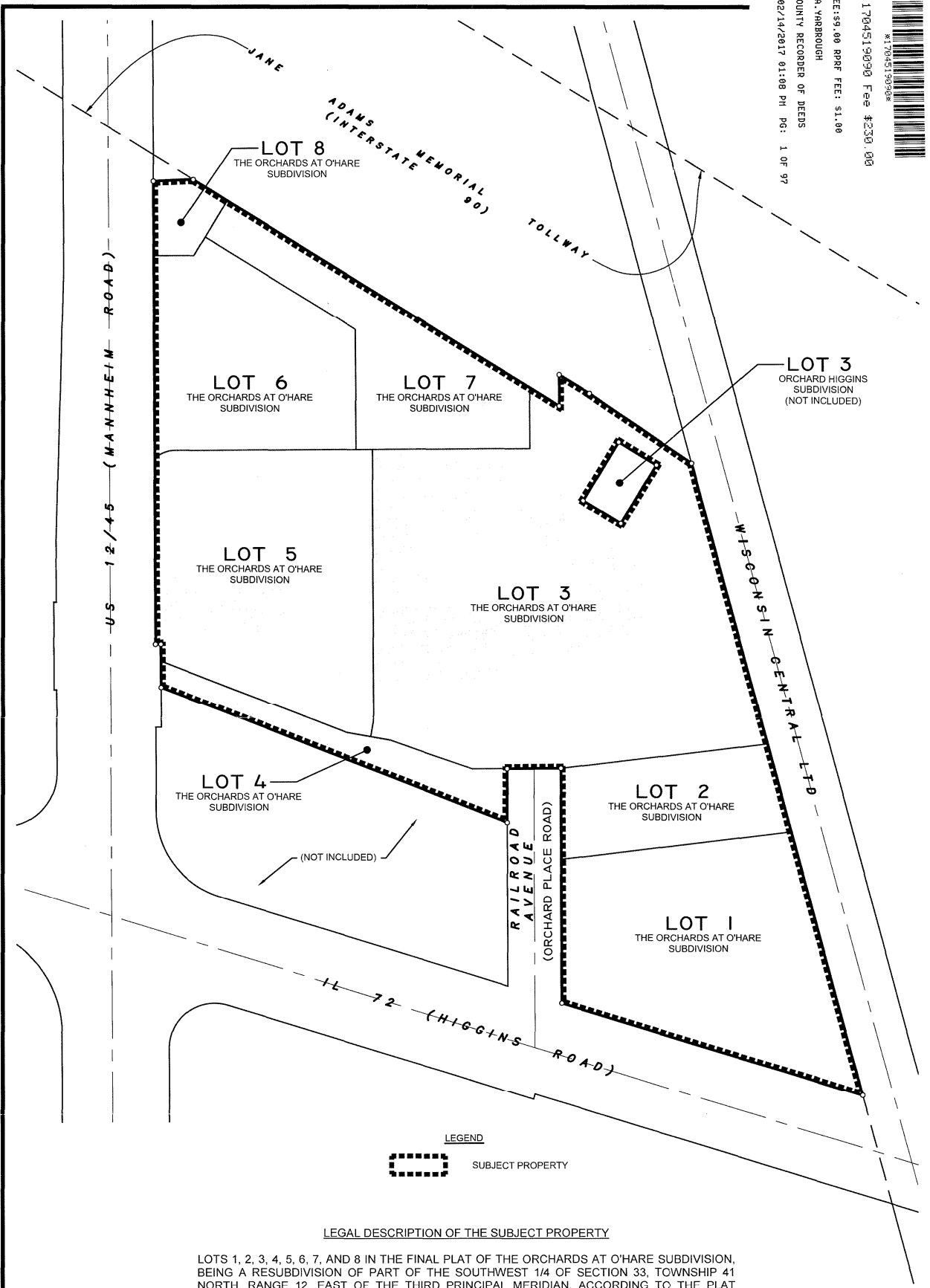
MRP FEE:\$9.00 RPF FEE: \$1.00

GREN A, VARRBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 02/14/2017 01:08 PM PG: 1 OF 97

Doc# 1704519090 Fee #230.00



LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

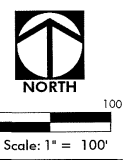
LOTS 1, 2, 3, 4, 5, 6, 7, AND 8 IN THE FINAL PLAT OF THE ORCHARDS AT O'HARE SUBDIVISION, BEING A RESUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 27, 2016 AS DOCUMENT NO. 1636218072, IN COOK COUNTY, ILLINOIS.

Project Manager: T.A.S.  
Engineer: P.A.C.  
Date: 01/23/2017  
Project No.: 15-180  
Sheet: 1

**EXHIBIT A  
SUBJECT PROPERTY**

**AMENDED AND RESTATED REDEVELOPMENT  
AND ECONOMIC INCENTIVE AGREEMENT**  
CITY OF DES PLAINES / O'HARE REAL ESTATE LLC

**HAEGER ENGINEERING**  
consulting engineers • land surveyors  
100 East State Parkway, Schaumburg, IL 60173 Tel: 847.394.6600 Fax: 847.394.6608  
Illinois Professional Design Firm License No. 184-003152  
www.haegerengineering.com





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Print Date: 5/25/2023

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.

CITY OF DES PLAINES

RESOLUTION R - 110 - 23

**A RESOLUTION APPROVING A SECOND AMENDED COMPLIANCE AND TEMPORARY ABEYANCE OF ENFORCEMENT AGREEMENT BETWEEN THE CITY OF DES PLAINES, PROMINENCE HOSPITALITY GROUP, AND O'HARE REAL ESTATE LLC.**

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 previously entered into that certain Amended and Restated Redevelopment and Economic Incentive Agreement with O'Hare Real Estate, LLC ("**Redevelopment Agreement**") dated as of July 6, 2016 which governs the ongoing redevelopment of certain parcels located at the northwest corner of Mannheim and Higgins Road comprising the Orchards at O'Hare Subdivision ("**Planned Development Property**"); and

WHEREAS, the Redevelopment Agreement required O'Hare Real Estate, LLC ("**ORE**") to redevelop the Planned Development Property with a hotel, a gas station, a car wash, and a restaurant (collectively, the "**Project**") in exchange for certain financial incentives, including (i) reimbursement of certain redevelopment project costs pursuant to the Tax Increment Allocation Redevelopment Act (65 ILCS 5/1-74.4-1 *et seq.*); (ii) a partial rebate of sales taxes generated by commercial uses on the Planned Development Property; and (iii) a partial rebate of the City Hotel-Motel Operator's Occupation Tax and the City's O'Hare Corridor Privilege Tax collected from hotel to be constructed on the Planned Development Property (collectively, the "**Financial Incentives**"); and

WHEREAS, after the execution of the Redevelopment Agreement, ORE conveyed a portion of the Planned Development Property designated as the "**Hotel Property**" to Prominence Hospitality Group, LLC ("**Prominence**") which constructed a Holiday Inn Express ("**Hotel**") on the Hotel Parcel; and

WHEREAS, ORE and Prominence are collectively referred to hereinafter as the "**Owners**"; and

WHEREAS, Prominence and ORE have, since July 2021, conducted a commercial parking operation for cars not associated with guests of the Hotel on both the Hotel Parcel and another portion of the Planned Development Property designated as the "**Restaurant Parcel**" ("**Non-Accessory Commercial Parking**"); and

WHEREAS, the City determined, and Prominence and ORE acknowledge and agree, that (i) the operation of the Non-Accessory Commercial Parking on the Planned Development Property constitutes a violation of the Redevelopment Agreement, the entitlements granted for the Project,

and the Zoning Ordinance; and (ii) the City has the right under law to seek fines and obtain injunctive relief against Prominence to cease all operation of the Non-Accessory Commercial Parking on the Planned Development Property; and

**WHEREAS**, the City Council previously approved Resolution R-189-21 and Resolution R-110-22 to hold its enforcement rights in abeyance and to allow the continued operation of the Non-Accessory Commercial Parking on the Owners' property on a temporary basis conditioned on the Owners' compliance with certain requirements and obligations set forth in a "Compliance and Temporary Abeyance of Enforcement Agreement" ("**Original Compliance Agreement**"); and

**WHEREAS**, after the Original Compliance Agreement expired by its own terms on November 15, 2022, the City Council subsequently approved Resolution R-208-22 and decided to continue to hold its enforcement rights in abeyance and to allow the continued operation of the Non-Accessory Commercial Parking on the Owners' property on a temporary basis conditioned on the Owners' compliance with certain requirements and obligations set forth in the Compliance and Temporary Abeyance of Enforcement Agreement ("**First Amended Compliance Agreement**"); and

**WHEREAS**, the First Amended Compliance Agreement expired by its own terms on May 15, 2023;

**WHEREAS**, the Owners have requested that the City enter into a Second Amended and Extended Compliance and Temporary Abeyance of Enforcement Agreement, which will once again extend the abeyance period ("**Second Amended Compliance Agreement**"); and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to enter into a Second Amended Compliance Agreement to allow the continuation of the Non-Accessory Commercial Parking to continue until the occurrence of one of the following: (i) commencement of construction activity on Lot 5 related to either a principal restaurant use or a secondary electric vehicle charging use; (ii) the issuance by the City of either temporary or permanent certificate of occupancy for the a new restaurant within the building envelope of the Hotel; or (iii) the date of December 31, 2023, subject to early termination as set forth in Section 4 of the Second Amended Compliance Agreement;

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

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

**SECTION 2: APPROVAL OF SECOND AMENDED AND EXTENDED COMPLIANCE AGREEMENT.** The City Council hereby approves the Second Amended and Extended Compliance Agreement in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel.

**SECTION 3: AUTHORIZATION TO EXECUTE SECOND AMENDED AND EXTENDED COMPLIANCE AGREEMENT.** The City Council hereby authorizes and directs the Mayor and the City Clerk to execute and seal, on behalf of the City, the Second Amended and Extended Compliance Agreement.

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

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

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

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

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

ATTEST:

Approved as to form:

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

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

**SECOND AMENDED AND EXTENDED  
COMPLIANCE AND TEMPORARY ABEYANCE OF ENFORCEMENT AGREEMENT  
BETWEEN THE CITY OF DES PLAINES, PROMINENCE O'HARE LLC, ORCHARDS  
LOT 5, LLC, AND O'HARE REAL ESTATE LLC  
(3001 MANNHEIM ROAD)**

**THIS AGREEMENT** is made as of June \_\_\_\_, 2023 ("**Effective Date**") by and between the **CITY OF DES PLAINES**, an Illinois home rule municipal corporation ("**City**"), **PROMINENCE O'HARE, LLC** an Illinois limited liability company ("**Prominence**"), **ORCHARDS LOT 5, LLC** an Illinois limited liability company ("**Restaurant Parcel Owner**") and **O'HARE REAL ESTATE LLC**, an Illinois limited liability company ("**ORE**"). In consideration of the mutual promises of the parties hereto made each to the other and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, Prominence, and ORE hereby agree as follows:

**Section 1. Background.**

A. Prominence is the owner of that certain property designated at Lot 3 in the Orchards at O'Hare Subdivision, and commonly known as 3001 Mannheim Road, Des Plaines, Illinois ("**Hotel Parcel**").

B. ORE is the original developer of a planned unit development that includes the Hotel Parcel, an adjacent parcel located directly to the west of the Hotel Parcel designated as Lot 5 in the Orchards at O'Hare Subdivision ("**Restaurant Parcel**"), and other surrounding parcels ("**Planned Development**") which was approved by City of Des Plaines Ordinance Z-18-16 ("**PUD Ordinance**") and was required to be constructed in accordance with that certain Amended and Restated Redevelopment and Economic Incentive Agreement dated as of July 6, 2016 and recorded in the Office of the Cook County Recorder as Document No. 1704519090 on February 14, 2017 ("**Redevelopment Agreement**").

C. After the adoption of the PUD Ordinance and the execution of the Redevelopment Agreement, ORE conveyed the Hotel Parcel to Prominence which constructed a Holiday Inn Express ("**Hotel**") on the Hotel Parcel.

D. After the adoption of the PUD Ordinance and the execution of the Redevelopment Agreement, ORE conveyed the Restaurant Parcel to the Restaurant Parcel Owner, which is an affiliate of ORE.

E. The Restaurant Parcel remains undeveloped.

F. The Hotel Parcel, the Restaurant Parcel, and all other portions of the Orchards at O'Hare Subdivision owned by ORE (collectively, the "**Planned Development Property**") are governed by the terms and restrictions set forth in the PUD Ordinance, the Redevelopment Agreement, and requirements of the C-3 General Commercial Zoning District as set forth in the Des Plaines Zoning Ordinance of 1998, as amended ("**Zoning Ordinance**").

E. Prominence and ORE have, since July 2021, conducted a commercial parking operation for cars not associated with guests of the Hotel on both the Hotel Parcel and the Restaurant Parcel ("**Non-Accessory Commercial Parking**"). This operation is considered a "Commercial Parking Lot" under the Zoning Ordinance, and was not contemplated as a permitted



use on the Planned Development Property by the PUD Ordinance or the Redevelopment Agreement.

F. Commercial Parking Lots require a conditional use permit to operate in the C-3 District.

G. The City has determined, and Prominence, ORE, and the Restaurant Parcel Owner acknowledge and agree, that (i) the operation of the Non-Accessory Commercial Parking on the Planned Development Property constitutes a violation of the Redevelopment Agreement, the PUD Ordinance, and the Zoning Ordinance; and (ii) the City has the right under law to seek fines and obtain injunctive relief against Prominence to cease all operation of the Non-Accessory Commercial Parking on the Planned Development Property.

H. The City Council, pursuant to Resolution R-189-21, approved the City's entrance into the original Compliance and Temporary Abeyance of Enforcement Agreement, which term to submit an application for modified zoning entitlements to allow the use permanently was waived by Resolution R-110-22 ("**Original Compliance Agreement**").

I. After the Original Compliance Agreement expired by its own terms on November 15, 2022, the City Council subsequently approved Resolution R-208-22 and decided to continue to hold its enforcement rights in abeyance and to allow the continued operation of the Non-Accessory Commercial Parking on the Owners' property on a temporary basis conditioned on the Owners' compliance with certain requirements and obligations set forth in the Compliance and Temporary Abeyance of Enforcement Agreement ("**First Amended Compliance Agreement**").

J. The First Amended Compliance Agreement expired by its own terms on May 15, 2023

K. Prominence, ORE, and the Restaurant Parcel Owner (collectively, the "**Owners**") have informed the City that, in order to avoid potential litigation and settle all disputes with respect to the Non-Accessory Commercial Parking between the Parties, they will (i) agree to all terms and limitations of this Second Amended and Extended Agreement and (2) request that the City grant the Owners permission to continue the Non-Accessory Commercial Parking on a temporary basis until the termination of the Second Extended Abeyance Period, defined herein.

L. The City is willing to hold its enforcement rights in abeyance and to allow the continued operation of the Non-Accessory Commercial Parking on the Owners' property on a temporary basis conditioned on the Owners' compliance with the requirements and obligations set forth in this Agreement.

## **Section 2. Further Abeyance of Enforcement.**

A. Extended Abeyance Period Defined. For purposes of this Agreement, the Extended Abeyance Period will be defined as that period commencing on May 16, 2023, and ending upon the earliest occurrence of one of the following events: (i) commencement of construction activity on Lot 5 related to either a principal restaurant use or a secondary electric vehicle charging use; (ii) the issuance by the City of either temporary or permanent certificate of occupancy for the a new restaurant within the building envelope of the Hotel; or (iii) the date of December 31, 2023, subject to early termination as set forth in Section 4 of this Agreement ("**Second Extended Abeyance Period**").

B. City Agreement Regarding Enforcement. Subject to the Owners' compliance with the terms of this Agreement, including specifically the operating conditions set forth in Section 2.C of this Agreement, the City will, during the Second Extended Abeyance Period allow the Owners to continue to operate the Non-Accessory Commercial Parking on the Hotel Parcel and the Restaurant Parcel.

C. Operation of the Non-Accessory Commercial Parking. At all times during the Second Extended Abeyance Period, the Owners agree to conduct the Non-Accessory Commercial Parking in accordance with the following conditions:

1. The Owners will maintain and renew as may be required a Parking Lot Permit from the City as required by Section 7-7-2 of the City's Code of Ordinances and maintain the permit in good standing at all times when conducting the Non-Accessory Commercial Parking.
2. All Non-Accessory Commercial Parking must continue to be confined to the Hotel Parcel and the Restaurant Parcel, and will be prohibited on any other portion of the Planned Development Property.
3. The Non-Accessory Commercial Parking may not interfere with the parking needs of the Hotel or any other development and business activity within the Planned Development Property, and may not create a parking shortage for any existing use within the development.
4. All Non-Accessory Commercial Parking may only be conducted on a hard, all-weather, dustless surface in permanently striped parking spaces, with drive aisle widths and parking space dimensions that comply with Section 12-9-6 of the Zoning Ordinance.
5. For the duration of this Agreement, all portions of the Planned Development Property will be maintained free of nuisances and not create undue service demand from the City of Des Plaines, including but not limited to property maintenance code enforcement and public safety (Police and Fire).
6. The City shall not execute this Agreement unless its staff have verified that there are no active property maintenance violations and, if applicable, that any fees or fines related to previous violations have been paid.

D. Payment of O'Hare Corridor Privilege Area Parking Tax. The Owners acknowledge that the Hotel Parcel and the Restaurant Parcel are located within the City's O'Hare Corridor Privilege Tax Area and that all commercial parking activity within that Area is subject to the O'Hare Corridor Privilege Tax Area Parking Tax ("**Parking Tax**") as set forth in Section 15-6-2 of the City's Code of Ordinances. The Owners will continue to file with Finance Department the necessary forms to remit, at the frequency required by the Department, including all parking activity on or after May 16, 2023, as well as any payment due from activity conducted before May 15, 2023, but not yet remitted or collected.

E. The Owners' ability to continue to conduct the Non-Accessory Commercial Parking on their respective parcels will be contingent upon the continued timely payments set forth in Section 2.D of this Agreement.

**Section 3. Termination of Second Extended Abeyance Period.**

If, on or before the events established in Section 2.A of this Agreement, the City Council has denied or the Owners have not fulfilled the requirements of this agreement, the Owners must immediately bring all portions of the Planned Development Property into strict compliance with the PUD Ordinance, the Redevelopment Agreement, and all relevant provisions of the Zoning Ordinance. Specifically, and without limitation, all Non-Accessory Commercial Parking will cease on the Planned Development Property.

**Section 4. City's Reserved Rights.** Neither the City's execution of this Agreement nor its consent to abate its enforcement rights with regard to violations of the PUD Ordinance and the Redevelopment Agreement constitute a waiver of any other legal rights or authority the City may possess. The City hereby reserves and affirms its continuing right to enforce all criminal, health, safety, building, and property maintenance laws, ordinances, and regulations against the Owners, the Planned Development Property, and to pursue all remedies afforded to it under law.

**Section 5. General Provisions.**

A. **Indemnification.** The Owners hereby agrees to release, defend, indemnify, and hold harmless the City, its officers, agents, servants, officials, attorneys, employees, and representatives from and against any and all injuries, damages, claims, liabilities, demands, causes of action, losses, suits, expenses, and judgments of any and all nature and kind whatsoever, including without limitation costs, expenses, and attorneys' fees, to the extent arising out of, occasioned by, connected with, or in any way attributable to the approval of this Agreement by the City or the performance any actions on the part of the City required by this Agreement.

B. **Time of the Essence.** Time is of the essence in the performance of this Agreement.

C. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement will be cumulative and will not be exclusive of any other rights, remedies, and benefits allowed by law.

D. **Non-Waiver.** The City will not be under any obligation to exercise any of the rights granted to it in this Agreement. The failure of the City to exercise at any time any right granted to it may not be deemed or construed to be a waiver of that right, nor will the failure void or affect the City's right to enforce that right or any other right.

E. **Governing Law; Venue.** This Agreement will be governed by, and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

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

G. **Authority to Execute.** The City hereby warrants and represents to the Owners that the Person executing this Agreement on its behalf has been properly authorized to do so by the Ordinances of the City of Des Plaines. The Owners respectively warrant and represent to the City

that the Persons executing this Agreement on their behalf have been properly authorized to do so by its managers and governing documents.

H. No Third-Party Beneficiaries. No claim as a third-party beneficiary under this Agreement by any Person may be made, or be valid, against the City or the Owners.

**[THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the Parties have duly executed this Second Amended Compliance and Temporary Enforcement Abeyance Agreement, as of the Effective Date of this Agreement.

**PROMINENCE O'HARE, LLC**, an Illinois limited liability company

**THE CITY OF DES PLAINES**, an Illinois home rule municipality

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

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

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

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

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

**O'HARE REAL ESTATE, LLC**, an Illinois limited liability company

**ORCHARDS LOT 5, LLC**, an Illinois limited liability company

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

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

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

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

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

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


**COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT**

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

**MEMORANDUM**

Date: May 25, 2023

To: Michael G. Bartholomew, City Manager

From: John T. Carlisle, AICP, Director of Community and Economic Development (CED) *JTC*

Cc: Dorothy Wisniewski, Assistant City Manager/Director of Finance  
Emily Shaw, Management Analyst

Subject: Discussion of Business Assistance Request – **1177 Howard Avenue: Foxtail on the Lake (5<sup>th</sup> Ward)**

**Issue:** The newly approved and restructured Business Assistance Program requires City Council approval for all requests greater than \$10,000 (“GROWTH” grants). The applicant, The Foxtail on the Lake at 1177 Howard, has applied for \$750,000 in assistance.

**Analysis:** Applicants David Villegas and Tim Canning are ownership partners in The Foxtail on the Lake, an under-construction restaurant within Lakeview Center at 1177 Howard. Lakeview was formerly Good Shepherd Lutheran Church and is now owned by the Des Plaines Park District, which will be leasing to Foxtail to operate an approximately 15,500-square-foot restaurant, which includes a nearly 5,000-square-foot patio seating area that overlooks Lake Opeka and a dual-purpose kitchen that will not only serve the on-site dining (restaurant) but also source a catering business. There is an existing location at 5237 Main Street in Downers Grove (The Foxtail), with a sister restaurant – Cadence Kitchen Co. – also in Downers Grove at 5101 Mochel Drive. The applicant began construction at Lakeview Center in early fall 2022 and is expecting to complete construction and open by late summer 2023. See the attached renderings and menu.

The comprehensive adaptive reuse project non-exhaustively includes an approximately 3,000-square-foot addition to the north side of the former church building, the conversion of the old sanctuary to a main dining room with a principal seating area and a mezzanine, and the construction of the large patio. Given the age and change of use of the building, substantial investment is required in fire safety infrastructure, utility service, roof repair, and additional structural support, not to mention the construction of a kitchen for a building that did not have one previously. As the basis for their ask, they have submitted an eligible project budget of \$2.28 million. While \$2.28 million does not encompass the entire project cost, the applicant has explained to staff that this submission is intended to account for those project components where costs have exceeded upfront expectations—for reasons either beyond their control or that were not foreseeable at project outset. The Council may ask the applicant to explain these circumstances.

The applicant has provided three The Foxtail on the Lake operating pro forma scenarios, which are attached. These show a projected sales range of \$5.3 to \$7.2 million annually, which includes dine-in, catering, and alcohol. Their submission also provides a snapshot of sales performance for the Downers Grove business, with three Sundays selected.

The adopted Business Assistance Program guidelines allow grants to provide up to a 50 percent match of eligible project cost; however, the applicant has confined their ask to \$750,000. The applicant is diligently pursuing all necessary building permits and has filed applications for business registration and liquor licenses, which are being processed. The Council has the authority to decide whether to grant a full ask for assistance, a lesser amount, or not at all.

**City Council Direction:** The Council may discuss and indicate a consensus to approve all, some, or none of the assistance request from Foxtail on the Lake and may also discuss options for multiple forms of assistance. Staff has prepared this discussion-only item so that the applicants may directly describe their request and so that the Council can direct staff on the following:

- *Assistance amount*
- *Assistance structure:* The Council may direct staff to prepare the following for official consideration:
  - A resolution approving a GROWTH Business Assistance Grant;
  - A resolution approving a revenue-sharing agreement based on the local portion of taxable sales; or
  - A combination of both, in amounts to be articulated by the Council.
- *Budget amendment for Business Assistance Program grants:* The current Fiscal Year 2023 budget has approximately \$320,000 available for grant disbursement. This available amount considers expected disbursements of four approved awards, and one pending BOOST application that has not yet been awarded but is expected to be approved. Given where Foxtail is in its construction project, it is likely that any grant award would be paid from this year's budget. Therefore, does the Council support a budget amendment to add funds to the grant program, and if so, how much? The Council may consider the possibility of approving and disbursing additional awards this year.

**Attachments:**

Attachment 1: Business Assistance Grant application and lease agreement

Attachment 2: Foxtail on the Lake concept, including renderings/plans and menu

Attachment 3: Eligible project budget

Attachment 4: Pro forma scenarios, including sales projections

Attachment 5: Downers Grove business sales performance

Attachment 6: Construction update from general contractor, including photos



# DES PLAINES BUSINESS ASSISTANCE PROGRAM APPLICATION

Applicant Name: The Foxtail on the Lake

Business/Property Name: Lakeview Center

Address: 1177 Howard, Des Plaines, IL 60018

Business Phone: \_\_\_\_\_ Alternative Phone: 773-459-2402

Email: davidvfoxtailotl@gmail.com Fax: \_\_\_\_\_

Description of the project: Remodel of old church into restaurant

(Second project for potential future award, if applicable): \_\_\_\_\_

Estimated cost (total quotes from contractors): \$1,650,000

Requested Grant Amount: \$750,000

Type of Grant (circle one):

*BOOST (up to \$10,000, approval by staff)*

*GROWTH (more than \$10,000, approval required by City Council)*

Business Registration Certificate (circle one): *Yes, the certificate number is* \_\_\_\_\_

*No, I have applied on* \_\_\_\_\_ *or pledge to apply (initial)* DV

I am the (circle one) of the business property: *Property Owner* or *Tenant*.

If you are a tenant, please provide a project consent letter from the property owner, lease agreement, and complete the following information of the property owner:





Name: The Foxtail on the Lake

Address: 1177 Howard Avenue, Des Plaines, IL 60018

Phone: 773-459-2402 Fax: \_\_\_\_\_

Email: davidvfoxtailotl@gmail.com

When does the lease expire? 2048

**\*Disclaimer**

All grant awards are subject to funding and prioritization by City Council during the budget process in each fiscal year. City Council reserves the right to discontinue this program at any time for any reason without notice.

**Required Application Steps and Submittals (checked by staff as required)**

- Pre-application meeting with staff
- Completed grant application form
- Detailed business plan including (If applicable):
  - A business/investment narrative including but not limited to: the people behind the business/investment; their experience; proof of concept/other locations (provide photos if applicable); business idea and brand/marketing strategy, scale of investment, long-term viability (e.g. "SWOT analysis").
  - Performance and revenue projections including tax-generation estimates (sales, food-and-beverage, and/or property or other) over multiple years.
  - A need statement to quantify the gap or risk that the award would defray.

*Note: For awards that are not substantially greater than \$10,000, the City Council may waive all or some of the business plan requirement.*

- Contractor work proposal
  - Contractor estimates and a corresponding project budget are required *pre-approval*
- Photos of existing property/area(s) subject of the proposed work ("before" pictures)
- A letter of consent from the property owner (if applicable)
- Proof of pending lease or sales contract (if applicable)
- For exterior façade, sign, or lighting improvements: A color architectural drawing, or photo/photo-adapted rendering, listing the proposed materials and type of work, as well as a site plan showing the location of the improvements

**Program Rules**

Please initial each line after reading, understanding, and agreeing to the following:

    DV     I have received the “Business Assistance Program Guidelines” and have read and understand all requirements within.

    DV     I acknowledge that the business/property may not receive more than two (2) awards over the life of the program, provided that the second award is identified at the time of the application for the first award.

    DV     I understand that payments are not made upon approval but as reimbursement after all qualified, approved work as part of the request has passed necessary inspections, after contractors have been paid (with documentation acceptable to the City provided), and, if applicable, after all necessary business registrations and occupancies have been approved.

    Dv     I have read and understand that applicants seeking assistance toward any interior work or select exterior work must benefit a specific business that will generate either (i) retail sales or (ii) food-and-beverage tax. I affirm that the business subject to this application generates retail and/or food and beverage tax (if necessary, as determined by CED) *Not required (Staff Initial)* \_\_\_\_\_.

    DV     I will seek and obtain/pass all required permits, inspections, registrations, and licenses from the City, State, or any other agency with authority over the components of the project subject to this request.

A handwritten signature in blue ink, appearing to be 'Dv', written over a horizontal line.

Applicant signature

5/15/2023

Date

**CONCESSION AND  
LICENSE AGREEMENT**

THIS CONCESSION AND LICENSE AGREEMENT ("Agreement") is made and entered into this 1 day of Dec, 2021 ("Effective Date"), by and between the DES PLAINES PARK DISTRICT, an Illinois park district and unit of local government, hereinafter referred to as the 'DISTRICT', and Fox Tail on the Lake, an Illinois LLC, hereinafter referred to as the "OPERATOR" (each a "party" and collectively the "parties").

RECITALS:

WHEREAS, the DISTRICT is the owner of a parcel of real property commonly referred to as 1177 E. Howard Avenue, Des Plaines IL 60018, located in the County of Cook, which real property is legally described in Exhibit A attached hereto and made a part hereof ("PARK PROPERTY"), and which is a brick building, parking lot, and certain other improvements ("FACILITY"); and

WHEREAS, the DISTRICT desires to contract with a responsible independent contractor to operate a restaurant in certain portions of the FACILITY, which operation shall consist of, among other things, a quality food and beverage service, including the service of alcoholic beverages, for residents and members of the general public; and

WHEREAS, the OPERATOR has represented to the DISTRICT that OPERATOR is an experienced food service provider capable of providing quality food and beverage services for DISTRICT residents and the general public; and

WHEREAS, in connection with the DISTRICT's grant of the privilege and license hereunder, the DISTRICT will grant a privilege and license to Operator to use certain common areas of the FACILITY together and in common with the DISTRICT, and its officers, agents, employees, licensees and invitees, and the parties desire to memorialize their respective rights and obligations with respect to maintenance and repairs; and

WHEREAS, the DISTRICT is granting a license with certain non-exclusive rights to the OPERATOR to use designated areas of the FACILITY to operate a restaurant/bar serving the DISTRICT resident and members of the general public, and the manner in which the FACILITY is used and the manner in which the OPERATOR'S business is run, will affect the reputation of the DISTRICT; and

WHEREAS, the DISTRICT deems it in the best interest of the DISTRICT, its residents, and the general public to grant such license to OPERATOR, subject to the terms and conditions hereinafter set forth,; and

NOW, THEREFORE, in consideration of the matters set forth in the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged by the parties, IT IS AGREED as follows:

1. Scope and Character of Operations.

A. The District hereby grants to the OPERATOR and its officers, agents, employees and invitees, an exclusive license to use that portion of the FACILITY depicted in the digital

photographs attached hereto and incorporated herein as Group Exhibit A (the "RESTAURANT"), including the right to use all catering and restaurant furnishings and equipment located therein to operate a restaurant/bar, including the preparation, service and sale of food and beverages (including alcoholic beverages). The DISTRICT further grants to the OPERATOR a non-exclusive license to use that portion of the FACILITY depicted in the digital photographs attached hereto and incorporated herein as Group Exhibit B (the "COMMON AREA") which shall be shared and used in common with the DISTRICT and its officers, agents, employees, licensees, and invitees, which includes the access drive, parking lot and hallways as they relate to ingress and egress to the RESTAURANT. The RESTAURANT is hereinafter referred to as the "LICENSED PREMISES". The DISTRICT and its officers, agents, employees, licensees, and invitees shall have sole possession and exclusive use of the FACILITY (excluding that portion designated as the LICENSED PREMISES) and the COMMON AREAS hereunder (the "DISTRICT AREA"). Notwithstanding anything to the contrary contained herein, the DISTRICT hereby reserves the right of entry and access to the LICENSED PREMISES and COMMON AREAS at all times for uses consistent with the terms of this Agreement, the DISTRICT'S operation, maintenance and repair obligations hereinafter set forth.

B. The OPERATOR covenants to use the RESTAURANT to operate a restaurant with an accessory bar for providing food and beverages (including alcoholic beverages) to DISTRICT residents and to members of the general public. OPERATOR and DISTRICT shall mutually agree on minimum hours of operation. The OPERATOR, for itself, its customers, users and occupants, covenants not to use the LICENSED PREMISES or the COMMON AREAS for any illegal or unlawful purpose, and further covenants not to grant permission for or permit the LICENSED PREMISES or the COMMON AREAS to be used by itself or any customer, user or occupant for any illegal or unlawful purposes. OPERATOR further covenants, for itself and its customers, and for the users and occupants of the LICENSED PREMISES, that no part of the LICENSED PREMISES or COMMON AREAS will be used for any activity which includes nudity or any form of business or entertainment which, from time to time, is classified by the City of Des Plaines as "adult use". OPERATOR agrees that breach of any covenant by OPERATOR under this Section 1B shall entitle the DISTRICT to immediately terminate this license by written notice delivered to the OPERATOR without the right to cure any such default, and without terminating the OPERATOR'S indemnification obligations.

C. At the time of this Agreement, the District owns all of the personal property, furniture, fixtures and equipment listed on Exhibit D and located on the LICENSED PREMISES (the "DISTRICT'S EQUIPMENT"), which items the OPERATOR is permitted to use in the operation of OPERATOR'S business at the LICENSED PREMISES; provided OPERATOR maintains and insures all such items. OPERATOR shall not be entitled to use any other DISTRICT property without the DISTRICT'S prior written consent.

D. OPERATOR has examined and knows the condition of the LICENSED PREMISES, the COMMON AREAS and has received the same in good condition, order and repair. OPERATOR acknowledges that no representations as to the condition and repair of the LICENSED PREMISES, the COMMON AREAS have been made and no agreements or promises to decorate, alter, repair or improve the LICENSED PREMISES, the COMMON AREAS have been made by the DISTRICT or its agent prior to the execution of this Agreement that are not herein expressed, and to take the LICENSED PREMISES, the COMMON AREAS in "AS IS" condition. At the termination of this Agreement,

OPERATOR agrees to return the DISTRICT'S EQUIPMENT, if any, to the DISTRICT in good working condition, normal wear and tear excepted.

E. The OPERATOR'S operations hereunder shall consist of operating the RESTAURANT and providing food/beverage services to Des Park District Rental Space, and activities in support of said operations.

F. The OPERATOR acknowledges that in operating the LICENSED PREMISES, the OPERATOR is providing an amenity to the DISTRICT'S operation of the FACILITY. OPERATOR therefore agrees to confer and consult with DISTRICT periodically to assure that OPERATOR'S use of the LICENSED PREMISES or COMMON AREAS compliments and does not conflict with DISTRICT'S operation of the FACILITY or other DISTRICT amenities. The OPERATOR agrees that its menu prices will be reasonable and consistent with similarly situated facilities in the Northwest Chicagoland suburbs.

2. Term and Option Period.

A. Term. The term of this Agreement shall be for three (3) years, commencing on date that the RESTAURANT is first open to the public, (the "Commencement Date") and ending on the date three (3) years thereafter (the "Expiration Date"), unless otherwise extended or terminated as hereinafter provided.

B. Option Period. The OPERATOR shall have a right to renew and extend this Agreement for up to six (6) additional three (3) year terms upon the same terms as contained herein, but at the license fees as set forth in Section 3 below ("Option Period"), provided OPERATOR is not in default under this Agreement at the time of exercise. OPERATOR may exercise this right by notifying the DISTRICT in writing of its election to extend this Agreement with such notice being given to the DISTRICT not less than one hundred eighty (180) days prior to the expiration of the then current term. The DISTRICT must also notify the OPERATOR of a renewal term. In the event OPERATOR does not exercise its right to renew and extend this Agreement within the time specified and notified by the DISTRICT, the right to extend this Agreement shall automatically become null and void and the OPERATOR shall vacate the LICENSED PREMISES and COMMON AREAS upon the expiration date of the then current term. It shall be a condition precedent to the OPERATOR'S right to extend the terms of this Agreement hereunder, that the OPERATOR be fully in compliance with all of the terms and conditions of this Agreement.

3. Operator's Payments.

A. The OPERATOR shall pay the DISTRICT monthly license fees during the term of this Agreement as follows:

Term	Monthly License Fees
Year 1	2% Gross Sales
Year 2	2% Gross Sales
Year 3	2% Gross Sales

OPERATOR shall remit such license fees monthly on or before the 1<sup>st</sup> day of the month. OPERATOR is responsible to increase its monthly license fees as set forth above to the DISTRICT without further notice from the DISTRICT.

B. The OPERATOR shall pay and install waste hauling for the RESTAURANTTY in order to accommodate all waste material, including but not limited to grease, generated by the RESTAURANT. The OPERATOR shall keep all areas of waste containment areas clean and maintained.

C. The OPERATOR shall install and maintain all metering devices for gas, electric, water and to use said utilities in a commercially reasonable manner.

D. In the event that this Agreement is extended pursuant to Section 2 above, then any such extension shall be upon all of the same terms, covenants, provisions and conditions as contained in this Agreement, except that the OPERATOR shall pay the DISTRICT monthly license fees during each Option Period as follows:

Option Period	Monthly License Fees
Years 4, 5, 6	Gross Sales Year 1 – 3.5% Year 2 – 3.5% Year 3 – 3.5%
Years 7, 8, 9	Gross Sales Year 1 - 4% Year 2 - 4.25% Year 3 – 4.5%
Years 10, 11, 12	Gross Sales Year 1 - 5% Year 2 - 5.25% Year 3 – 5.5%
Years 13, 14, 15	Gross Sales Year 1 - 6% Year 2 - 6% Year 3 – 6%
Years 16, 17, 18	Gross Sales Year 1 - 6% Year 2 - 6% Year 3 – 6%
Years 19, 20, 21	Gross Sales Year 1 – 6.25% Year 2 – 6.25% Year 3 – 6.25%

E. OPERATOR shall pay the DISTRICT its pro rata share (as defined below) of any and all real estate taxes which are levied with respect to the FACILITY or the land appurtenant to the FACILITY, and all fees, expenses and costs incurred by the DISTRICT in investigating, protesting, contesting or in any way seeking to reduce or avoid increase in any assessments, levies or the tax rate pertaining to any real estate taxes to be paid by the DISTRICT For purposes of this Section 3.E, "pro rata share" shall be the total square footage of the RESTAURANT divided by the total square footage of the FACILITY, as determined by the DISTRICT, in its sole discretion.

F. The privileges hereby granted in this Agreement are personal to the OPERATOR and are not transferable to any assignee or sub-licensee hereunder. In the event of any assignment of this Agreement, to the extent consented to by the DISTRICT as provided in this Agreement, the rights set forth in this Paragraph shall automatically terminate and shall thereafter be null and void. The OPERATOR shall have the right, at OPERATOR'S sole cost and expense, to participate on a non-controlling basis in the protest or other proceeding in contest of any imposition of real estate tax. Notwithstanding the foregoing, in the event any real estate taxes are levied with respect to the FACILITY or the land appurtenant to the FACILITY

by the Cook County Assessor in any year during the term or any extension, the OPERATOR shall have the right to terminate this LICENSE AGREEMENT One Hundred Eighty (180) days after receiving notice from the DISTRICT of such tax levy.

G. Prior to the Commencement Date, the OPERATOR shall pay to the DISTRICT the additional sum of \$15,000 as a security deposit. The security deposit will be returned to the OPERATOR within thirty (30) days after the termination of this Agreement, provided that the OPERATOR is not in default under this Agreement, there is no damage to the LICENSED PREMISES or the FACILITY and/or there are no monies due to the DISTRICT. If there are damages to the LICENSED PREMISES or the FACILITY, and/or monies that are due to the DISTRICT upon the termination of this Agreement, the DISTRICT may deduct therefrom the sums necessary to correct said damages and/or reimburse itself for monies due the DISTRICT from the OPERATOR, provided any such damage was not caused by DISTRICT. Notwithstanding the DISTRICT'S right to deduct said amounts, the OPERATOR shall not use said security deposit to pay the last month's license fee or to pay base rent, or any of the other monies due the DISTRICT hereunder. In the event the DISTRICT deducts said sums as aforesaid, that shall not preclude it from pursuing its other legal remedies in the event the OPERATOR is in default hereunder, or limit the DISTRICT'S right to recovery if damages to the LICENSED PREMISES or FACILITY for which the OPERATOR is responsible and/or monies due the DISTRICT from the OPERATOR exceed the amount of the security deposit.

4. Maintenance, Repair and Replacement Requirements.

A. During the Term, or any extended term, of this Agreement, the OPERATOR shall take good care of the LICENSED PREMISES, the COMMON AREAS and the DISTRICT'S fixtures, furnishings and appurtenances in or on the LICENSED PREMISES, including, but not limited to, the DISTRICT'S EQUIPMENT, and shall perform all maintenance not specifically imposed upon the DISTRICT by the provisions hereof or due to the DISTRICT'S willful act or negligence. OPERATOR'S obligations under this provision shall include maintenance, repair and replacement of the following items in, on, under or upon the LICENSED PREMISES: (i) broken or damaged glass in the LICENSED PREMISES (unless caused by the negligence or willful act of the DISTRICT or the DISTRICT'S agents, employees, contractors or invitees); (ii) damage by vandals; (iii) the interior walls, ceilings, floors, floor coverings (including carpeting and tiles) in the LICENSED PREMISES; (iv) the DISTRICT'S EQUIPMENT, including all personal property, furnishings, furniture and fixtures used or stored by the OPERATOR and/or located on the LICENSED PREMISES.

B. The DISTRICT'S total obligations for maintenance, repair and replacement at the FACILITY shall be limited to the following items, unless caused by the OPERATOR'S remodeling, renovations, improvements or additions to the FACILITY, or caused by the negligence, willful act or misuse of the OPERATOR or the OPERATOR'S agents, employees, contractors or invitees, in which case it shall be the OPERATOR'S obligation: (i) the FACILITY systems, including HVAC, plumbing, electrical, elevator, fire/smoke alarm and security; (ii) exterior structural elements of the FACILITY, including the roof, exterior and bearing walls, support beams, foundations, columns and lateral supports; (iii) transformers, substations, sewers, water and sanitary sewer mains and lines; (iv) exterior maintenance; (v) landscaping; (vi) common areas, including common entrances, doors, windows, staircases and washroom facilities; (vii) snow removal; grass mowing; and parking lot areas.

C. The OPERATOR shall be responsible for the careful, safe and proper use of the LICENSED PREMISES and will not permit any waste, deterioration, or nuisance thereon, and

will maintain the LICENSED PREMISES in a clean, neat and presentable condition. The OPERATOR, at its own expense, shall clean, and keep continuously clean, the RESTAURANT with respect to the food preparation and kitchen areas covered by this Agreement, it shall maintain and operate the restaurant/bar and banquet facilities fully in accordance with all rules, laws, regulations, ordinances codes, regulations and/or requirements ("Requirements"), including but not limited to the City of Des Plaines Health Department. In the event any governmental agency or department, including but not limited to the City of Des Plaines Health Department issues a notice of a violation of the Requirements, the OPERATOR will give written notice thereof to the DISTRICT within 24 hours of receipt of said notice, along with a copy of the applicable inspection report, if available, and the OPERATOR shall have 30 days to cure such deficiencies in order to be in full compliance with the Requirements upon reinspection. The OPERATOR shall perform, at its sole expense, such other housekeeping functions as are necessary to keep the LICENSED PREMISES, including the equipment therein, in a clean, safe, orderly and presentable condition, to prevent unnecessary depreciation thereof. The OPERATOR shall keep the LICENSED PREMISES free of insects, rodents, vermin and other pests at its sole expense. The OPERATOR shall promptly collect and dispose of rubbish and waste materials generated by its own operations in a manner which shall be sanitary, and shall conform with all local and other laws and regulations. The OPERATOR shall comply with any instructions governing such disposal which the DISTRICT may, from time to time, reasonably give to the OPERATOR. OPERATOR shall not store fuels or other hazardous substances or materials of any type in the FACILITY without written approval of the DISTRICT designating an approved storage container and area. OPERATOR shall be solely responsible to have all grease traps cleaned at its sole cost and expense.

5. Fixtures, Improvements and Alterations.

A. OPERATOR may place partitions, trade or other fixtures, including lighting fixtures, personal property, machinery, equipment and the like in the LICENSED PREMISES and may make any improvements and alterations it may desire at its own expense, provided they are not structural in nature and will not involve any damage to the LICENSED PREMISES when removed, and further provided, the OPERATOR shall have first procured the DISTRICT'S consent, which consent may be withheld at the DISTRICT'S sole discretion. Any of the DISTRICT'S EQUIPMENT which is removed and replaced by the OPERATOR, such as light fixtures, shall be returned or made available to the DISTRICT and shall be reinstalled upon the termination of this Agreement at the OPERATOR'S expense if the OPERATOR removes its replacement equipment. All such things made or installed by or for OPERATOR shall remain the property of OPERATOR, and in case of damage or destruction to the property by fire or other causes, OPERATOR shall have the right to recover their value at its own loss from any insurance company with which it has insured the same, or to claim an award in the event of condemnation.

B. OPERATOR may remove all or any of the items described in Section 5.A at any time during the Term, or extended term, provided it is not in default of this Agreement. Prior to the expiration or termination of the Term or of OPERATOR'S right of possession of the LICENSED PREMISES, OPERATOR shall remove its trade fixtures, equipment and all other items of the OPERATOR'S property referred to in Section 5A from the LICENSED PREMISES. OPERATOR shall pay to the DISTRICT upon 30 days written notice the cost, which the DISTRICT incurred in repairing any damage to the LICENSED PREMISES caused by any such removal. If OPERATOR shall fail or refuse to remove any such property from the LICENSED PREMISES at OPERATOR'S expense, the DISTRICT may (1) remove the same or any part in any reasonable manner that the DISTRICT shall choose, repairing any damage



to the LICENSED PREMISES caused by such removal, and (2) store such property at the OPERATOR'S expense. In the event the DISTRICT incurs any storage or other costs by reason of OPERATOR'S failure to remove any property which OPERATOR is obligated to remove under this Section, OPERATOR, upon demand, shall pay to the DISTRICT the amount of costs so incurred. In the event of the removal of the items described in Section 5A, or any of them, OPERATOR shall not be required to remove added pipes, wires and the like from the walls, ceilings or floors, provided OPERATOR properly cuts, disconnects and caps the pipes and wires and seals them off, if necessary, in a safe and lawful manner.

C. Notwithstanding any other provision of this Section 5, OPERATOR shall not make any structural alteration or structural improvement to the FACILITY without the prior written consent of the DISTRICT, which consent may not be unreasonably withheld by the DISTRICT. OPERATOR'S request to the DISTRICT for permission to make structural alterations shall be accompanied by detailed plans and specifications prepared by a licensed architect or engineer, estimated costs of the proposed alterations and the identity of the contractors, all of which shall be at least equal in quality and class to the construction of the FACILITY existing at the Commencement Date, and shall be of the same character, integrity and design existing on the Commencement Date. All DISTRICT expenses incurred in the review process will be reimbursed by the OPERATOR.

D. If DISTRICT grants its consent to a structural improvement or structural alteration simultaneously with the granting of its consent, DISTRICT shall advise OPERATOR whether or not said structural improvements or structural alterations shall remain attached to the LICENSED PREMISES at the termination of this Agreement, or whether the LICENSED PREMISES, or any part of it as modified by the structural alteration of improvements, are to be restored by OPERATOR to substantially the condition existing at the time of the Commencement Date, ordinary wear and tear excepted. If DISTRICT advised OPERATOR to restore as set forth in the preceding sentence, OPERATOR shall so restore the LICENSED PREMISES within ten (10) days after the expiration of the Term, and no further notice shall be required by the DISTRICT. If the DISTRICT does not advise OPERATOR to restore simultaneously with the granting of DISTRICT'S consent, the DISTRICT shall be presumed to have elected to have said improvements or alteration remain on the LICENSED PREMISES upon termination, and DISTRICT may not later require OPERATOR to restore. If City of Des Plaines approval is required, it will be the responsibility of the OPERATOR to obtain same and to pay all fees in connection therewith.

E. It shall be a condition precedent to the performance of any work upon the LICENSED PREMISES (or anywhere in the FACILITY) that the OPERATOR shall have (1) posted the security deposit required in Section 3C, (2) furnished the requisite evidence of insurance required in Section 15, (3) furnished the requisite documents and security to protect the DISTRICT against liens as required in Section 6B.

F. Should any provision of applicable federal, state or local laws, codes, rules or regulations ("APPLICABLE LAW(S)") require structural improvements or repairs to the FACILITY, excluding improvements or repairs required due to OPERATOR'S use of the LICENSED PREMISES which shall be made at OPERATOR'S expense, ("REQUIRED REPAIRS"), such REQUIRED REPAIRS shall be the sole and exclusive responsibility of the DISTRICT throughout the term of this Agreement. The DISTRICT shall promptly undertake and diligently pursue the completion of the REQUIRED IMPROVEMENTS in accordance with all APPLICABLE LAWS. Failure to complete the LICENSED PREMISES or the REQUIRED IMPROVEMENTS shall not constitute a default hereunder by the DISTRICT, but shall only stay

the OPERATOR'S payment obligations hereunder, until the LICENSED PREMISES can be used for business by OPERATOR. If and only to the extent that APPLICABLE LAW shall prohibit OPERATOR'S use of said LICENSED PREMISES from performance hereto, OPERATOR agrees that the financial terms hereof, including the payment of the monthly license fee, shall be adjusted to accurately reflect the availability to the OPERATOR of the LICENSED PREMISES or part thereof. For so long as DISTRICT shall diligently pursue the completion of the REQUIRED IMPROVEMENTS and/or completion of the LICENSED PREMISES, OPERATOR'S remedies under this Agreement shall be limited to those afforded in the immediately preceding sentence.

6. Covenants Against Liens.

A. For work performed by or at the direction of the OPERATOR upon the LICENSED PREMISES or the FACILITY prior to the Commencement Date or during the Term of this Agreement or any extension thereof, OPERATOR has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of the OPERATOR, operation of law or otherwise, to attach or to be placed upon DISTRICT'S title or interest in the FACILITY or the LICENSED PREMISES. The OPERATOR covenants and agrees not to suffer or permit any lien of mechanics or materialmen or others to be placed against the FACILITY or the LICENSED PREMISES with respect to work or services claimed to have been performed for or materials claimed to have been furnished to OPERATOR or the LICENSED PREMISES, and, in case any such lien attaches, or claim for lien is asserted against the DISTRICT or against any monies, bonds or warrants due or to become due, the OPERATOR, or any contractor hired by the OPERATOR pursuant to the Mechanic's Lien Act (70 ILCS 60/23), as amended and/or upon any performance and/or labor and material payment bond posted by the OPERATOR or the OPERATOR'S general contractor as required under the Public Construction Bond Act (30 ILCS 55011) as amended (the "Bond Act"), OPERATOR covenants and agrees (i) to cause such lien or claim for lien to be released and removed of record in a reasonable amount of time, but not more than ninety (90) days; or (ii) to post a bond in an amount and in form approved in writing by the DISTRICT, but in no event less than one and one half times the amount of the lien.

B. To the extent OPERATOR enters into contracts or hires a third party(ies) to perform any work or services to improve the LICENSED PREMISES, or purchases materials to be affixed to or incorporated in the LICENSED PREMISES, for which a mechanic's lien or claim for lien could attach, OPERATOR shall, prior to performing such work and/or deliver of such materials, to furnish or cause to be furnished (1) a General Contractor's Sworn Statement on Chicago Title Insurance Company customary form, and (2) a Performance Bond and a Labor and Material Payment Bond in such form, amount and from such company as the DISTRICT approves (collectively, the "WORK SECURITY"). Upon completion of the work, the OPERATOR shall furnish the DISTRICT with final waivers of the lien from all persons and entities that furnishing labor and/or materials in connection with any such improvements within 30 days of completion of such work.

C. In the event such lien or claim of lien is not immediately released or removed, DISTRICT, at its sole option and in addition to any other available rights or remedies, may take all action necessary to release and remove such lien or claim for lien (it being agreed by OPERATOR that DISTRICT shall have no duty to investigate the validity thereof) and OPERATOR shall promptly upon notice reimburse DISTRICT for all sums, costs and expenses (including reasonable attorneys' fees) incurred by DISTRICT in connection with defending against or removing such lien.

7. Replacement of DISTRICT'S EQUIPMENT.

As and if applicable, and to the extent any of the DISTRICT's EQUIPMENT is actually located in the RESTAURANT, should the OPERATOR determine that any of the DISTRICT'S EQUIPMENT require replacement due to ordinary wear and tear, the OPERATOR shall notify the DISTRICT in writing of the replacement which replacement shall be in compliance with all Federal, State and local laws, rules, ordinances, codes and/or regulations. The OPERATOR shall pay the cost of replacement. Upon the termination of this Agreement, the OPERATOR may not remove the DISTRICT'S EQUIPMENT but may remove any new equipment purchased by OPERATOR to replace the DISTRICT'S EQUIPMENT which was replaced due to ordinary wear and tear pursuant to the previous sentence, provided that the OPERATOR make any repairs required after such removal to place the facility in the same condition as of the Commencement Date, ordinary wear and tear excepted, and without replacement or reinstallation of the replaced DISTRICT EQUIPMENT, unless specifically requested and provided for by the DISTRICT upon initial removal.

8. Other Licenses and Permits.

A. The OPERATOR shall be solely responsible to procure a liquor license from the appropriate local and state authorities and the OPERATOR shall not do anything to adversely affect the status of said liquor license, and shall comply with all liquor control ordinances and laws of the City of Des Plaines and the State of Illinois.

B. The OPERATOR shall procure and be solely responsible to obtain such other state and local licenses, permits and consents necessary to perform its obligations hereunder, at its sole cost and expense.

C. If, for any reason during the term of this Agreement, the liquor license is not secured by the OPERATOR or is cancelled, or if the OPERATOR is unable to obtain any other licenses or permits necessary for the operation of the LICENSED PREMISES, and the OPERATOR has made a good faith attempt to obtain the respective license(s) or permits for which it is responsible for procuring, then this Agreement shall automatically terminate, without further action or notice by either party hereto. The failure to renew said licenses or permits (other than the liquor license) as required or the suspension or revocation of said licenses or permits for any period of time shall give rise to the DISTRICT'S rights to terminate this Agreement for cause, pursuant to the provisions of Section 16 hereof.

9. Additional Conditions, Undertakings and Covenants

A. The OPERATOR at all times during the term and any extended term shall operate its business at the LICENSED PREMISES in a high quality, courteous and efficient manner in accordance with the DISTRICT'S high standards of customer service. The OPERATOR shall cause all of its employees to maintain a minimal dress standard in conformance with DISTRICT appearance guidelines for its employees on duty while serving DISTRICT patrons.

C. The OPERATOR shall perform all operations with the required staff or employees on the first day of the term of this Agreement as herein provided. The OPERATOR shall, during business hours, at all times, have a sufficient number of trained and properly attired personnel on duty to effectively operate the LICENSED PREMISES as agreed to by the parties. The

OPERATOR shall provide a supervisory staff person in the Restaurant and shall have a manager authorized to make operational decisions available to the DISTRICT by telephone at all times. Such manager shall be a qualified person experienced in the management and operation of a business of the character contemplated by this Agreement. Food, beverage and other consumable products served by the OPERATOR shall be of a high grade and quality. OPERATOR shall maintain a consistent food portion size and quality which are consistent with first quality restaurants in the surrounding areas.

D. Upon termination of this Agreement, whether at the end of the original or extended term or prior thereto, the OPERATOR shall cooperate fully with any new OPERATOR(S) to achieve orderly transition of services without interruption of such service. The cooperation shall include granting the new operator reasonable access to the LICENSED PREMISES. The transition shall be completed by the termination date of this Agreement, or any extended period.

E. The OPERATOR shall not sell, assign, mortgage, pledge or in any other manner transfer this Agreement, or any interest hereunder, without the previous written consent of the DISTRICT, which consent the DISTRICT may withhold in its sole and absolute discretion. After receiving written notice from OPERATOR of its request to sell, assign, mortgage, pledge or in any other manner transfer this Agreement, or any interest hereunder, the DISTRICT will use its best efforts to make its determination regarding whether it will grant or deny its consent to such request within the earlier of: (i) ten (10) business days; or, (ii) the completion of the DISTRICT'S investigation and review of the OPERATOR'S request.

F. The OPERATOR recognizes that the LICENSED PREMISES are important amenities which facilitate the DISTRICT'S promotion and use of the FACILITY and therefore agrees to cooperate with DISTRICT in providing and serving food and beverage upon request at events sponsored by the DISTRICT (the "DISTRICT EVENTS"). The DISTRICT reserves the right to use other Food Vendors for its Rental Space if needed. With respect to the above, the OPERATOR agrees to sell to the DISTRICT food and beverages and to prepare and serve the same at a discounted price of 25% off of posted pricing. Full Time Park District employees (employee only) will receive a 10% discount of posted pricing on food purchased at the FACILITY, excluding banquets.

G. The OPERATOR may operate television sets in the restaurant/bar provided that the no television will be tuned to any program which contains material that is X-rated or inappropriate for a public facility or that negatively impacts the DISTRICT'S reputation in the community, all in the sole discretion of the DISTRICT.

H. The OPERATOR shall have a right to change the type, name and theme of the restaurant/bar, provided the use and operation is unchanged, such changes are not inconsistent with use by, services offered, or atmosphere for patrons of Lake Park, and any changes to the type, name and theme as existed prior to the Commencement Date shall be subject to the prior consent of the DISTRICT, which consent the DISTRICT may withhold in its sole and absolute discretion.

I. The OPERATOR may advertise the new name of the RESTAURANT as being located at the FACILITY, but shall have no right to change the name of the FACILITY. Any change to exterior signage shall be subject not only to the City's approval as evidenced by a sign permit, but also to the prior written consent of the DISTRICT, which consent the DISTRICT may withhold in its sole and absolute discretion.

J. OPERATOR shall pay all fines and false alarm charges of the City of Des Plaines and/or any separate fire department resulting from false fire and/or burglar alarms emanating from the FACILITY caused by its officers, employees, agents and/or invitees.

K. The parties shall cooperate in the scheduling of any DISTRICT events at the FACILITY. The DISTRICT shall notify the OPERATOR of all proposed events. Should any outside group request use of the rental space for food and/or beverage service, the OPERATOR shall work with and quote a cost for food and beverage service to the group. The OPERATOR shall enter into a separate contract with the group for rental space which includes the cost for meals, and beverage..

10. Possession/Surrender.

A. The OPERATOR shall be given possession of the LICENSED PREMISES prior to the Commencement Date for renovation and remodel provided that the OPERATOR shall have (1) posted the security deposit as is required in Section 3C and (2) furnished the requisite evidence of insurance required in Section 17.

B. Upon the expiration of the term or upon the termination of the OPERATOR'S right of possession, whether by lapse of time or at the option of the DISTRICT as herein provided, OPERATOR shall forthwith surrender the LICENSED PREMISES to the DISTRICT in good order, repair and condition, ordinary wear excepted.

11. Holding Over.

In addition to performing all of OPERATOR'S other obligations set forth in this Agreement, OPERATOR shall pay to DISTRICT an amount equal to 150% of Operator's Payments or average of 12 month period whichever is greater, required pursuant to Section 3C, or 3D, including, without limitation, the OPERATOR'S share of the utility and maintenance expenses, for each month or portion thereof during which OPERATOR shall retain possession of the LICENSED PREMISES or any part thereof, after the expiration or termination of OPERATOR'S right of possession, whether by lapse of time or otherwise, and also shall pay all damages sustained by DISTRICT whether direct and/or consequential, on account of OPERATOR'S so retaining possession. The provisions of this Section II shall not be deemed to limit or constitute a waiver of any other rights or remedies of DISTRICT provided herein or at law or equity.

12. Deliveries.

All deliveries to the OPERATOR shall be at the delivery entrance located on the west side of the FACILITY, or as may be subsequently designated in writing by DISTRICT. At the time of delivery, one of the OPERATOR'S employees must be present to accept and sign for the goods. Delivery vehicles shall not be stacked or otherwise positioned so as to block off traffic in the parking lot or drive servicing the FACILITY. All unloading must be accomplished in an expeditious manner. DISTRICT shall allow OPERATOR sufficient safe ingress, egress and access to the delivery entrance for purpose of transporting supplies as necessary for the operation of the RESTAURANT

13. Required Documentation and Reports.

Each party shall provide a written report of its scheduled events to the other party on a monthly basis with weekly updates and/or changes to be provided on an as needed basis.

14. Notice.

All notices, demands and other papers or documents delivered or required to be delivered hereunder shall be deemed given if and when delivered personally, or on the next business day after being deposited with a national overnight courier service, or on the third business day after being deposited in the United States certified or registered mail, return receipt requested, postage prepaid, addressed to a party at its address set forth below, or to such other address as the party to receive such notice may have designated to all other parties by notice in accordance herewith;

If to OPERATOR: 5237 MAIN ST.  
DOWNERS GROVE, IL 60515  
Attention: TIM CANNING / FOXTAIL

If to the DISTRICT: Des Plaines Park District  
2222 Birch Street  
Des Plaines, Illinois 60018  
Attention: Executive Director

15. Insurance.

The OPERATOR shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the OPERATOR'S operation and use of the LICENSED PREMISES, including, but not limited to, comprehensive general liability, automobile liability, property insurance, product liability, fire and theft, worker's compensation, employer's liability and liquor liability insurance, and a commercial comprehensive umbrella liability policy. The cost of such insurance shall be paid by the OPERATOR.

A. Commercial General and Umbrella Liability Insurance

The OPERATOR shall maintain commercial general liability (CGL) with a limit of not less than \$1,000,000 each occurrence \$2,000,000 in annual aggregate. The CGL insurance general aggregate limit, shall apply separately to this location. The OPERATOR shall also maintain Excess/Umbrella Liability (occurrence basis) with limits of \$2,000,000 per occurrence and in the annual aggregate.

B. Workers Compensation Insurance

The OPERATOR shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$3,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease or in the minimum amount required by applicable statute, whichever is greater.

The OPERATOR waives all rights against DISTRICT and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the OPERATOR'S activities.

C. Fire and Theft Insurance, Property Insurance and Automobile Insurance

As the OPERATOR deems necessary to protect the OPERATOR against loss of any materials or equipment owned, rented or licensed by the OPERATOR, their employees or agents.

OPERATOR shall maintain property insurance to insure the personal property and personal effects of the OPERATOR, its officers, employees and agents located at the FACILITY in amounts sufficient to insure the replacement value of such items.

Automobile Liability with limits of \$3,000,000 per injury and per accident; \$3,000,000 per accident for property damage;

D. General Insurance Provisions

The OPERATOR shall furnish DISTRICT with a certificate(s) of insurance and applicable policy endorsement(s) executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

E. Liquor Liability

The OPERATOR shall maintain Liquor Liability limits of not less than \$3,000,000 per occurrence combined single limit or in the minimum amount required by applicable statute, whichever is greater and shall maintain Liquor Liability coverage in accordance with Section 6-21 of the Liquor Control Act of 1934 (235 ILCS 5/6-21) as amended. }.

F. Verification of Coverage

Certificates of insurance shall be furnished annually to the DISTRICT and at no time will there be permitted a lapse in coverage. All such policies shall name DISTRICT as an additional insured and shall provide that the policy may not be terminated, canceled or materially changed without thirty (30) days advance written notice to DISTRICT. Such insurance shall in no way be deemed a limitation on the OPERATOR'S obligations under this Agreement. The OPERATOR'S insurance shall in all cases be primary to any other insurance available to the DISTRICT. All such insurance shall remain in force during the term of this Agreement, and if such insurance is not occurrence coverage it shall remain in force for a period of not less than six months after the expiration of this Agreement.

G. Indemnification

Except as otherwise provided by law, the DISTRICT is not responsible or liable for any injury, damages or cost sustained or incurred by any person or property within the restaurant/bar, or other area controlled by OPERATOR or for any injury or damage arising from OPERATOR'S sale and distribution of any food, beverage or other products. DISTRICT is not liable for acts or omissions of the OPERATOR or any of its employees, agents, or other persons purporting to act at the direction or request, on behalf, or with the implied or actual consent of the OPERATOR.

The OPERATOR hereby agrees to indemnify the DISTRICT against and hold harmless and defend the DISTRICT from any and all liability, loss, damage, cost or expense, including court costs and reasonable attorneys' fees, which the DISTRICT may sustain, incur or be required to pay for injuries to, or death of persons, or damage to or destruction of property arising out of or connected with the OPERATOR'S operation of the restaurant/bar and banquet businesses at the GOLF CENTER and the activities contemplated by this Agreement, including without limitation any loss, injury or damage resulting directly or indirectly from malfeasance, misfeasance or nonfeasance of the OPERATOR'S officers, directors, partners, employees or agents or any other person(s) acting or purporting to act at the direction or request, on behalf, or with the implied or actual consent of the OPERATOR.

16. Termination:

A. The DISTRICT may forthwith terminate this Agreement upon the occurrence of any of the following events:

1. In the event the OPERATOR voluntarily files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy or insolvency statute, or voluntarily makes an assignment for the benefit of creditors; or

2. Upon any petition filed against the OPERATOR to find the OPERATOR bankrupt or insolvent and such petition is not dismissed, withdrawn, or such adjudication is not otherwise stayed within sixty (60) days after such filings; or

3. In the event a receiver or trustee of all or substantially all of the property of the OPERATOR is appointed upon a claim in insolvency and the said receiver or trustee is not discharged or order removed or such appointment otherwise stayed within sixty (60) days after his appointment; or

4. In the event the OPERATOR fails to conduct its required operations or provide its required services hereunder, except for cessation caused by physical damage to, or destruction of any substantial portion of the FACILITY or LICENSED PREMISES, or related to acts beyond the control of the OPERATOR, i.e., weather, strike or Acts of God, which renders it impossible for the OPERATOR to conduct operations, provided that in the reasonable discretion of DISTRICT such physical damage or destruction or, as appropriate, interference with access, has not been caused in whole or in part by any action or inaction of the OPERATOR; or

5. In the event it shall be ascertained that any of the material representations made by OPERATOR in the negotiation of this Agreement, or any documents supplied by OPERATOR is fraudulent, the DISTRICT may terminate this Agreement upon five (5) days written notice; or

6. In the event that the OPERATOR shall refuse or fail after a reasonable time (which may be less, but shall in no case be more, than twenty (20) days after written notice to OPERATOR), to answer any written inquiry of DISTRICT or its Director pertinent to the occurrence or non-occurrence of any event mentioned herein or pertinent to the occurrence or non-occurrence of any change in the ownership interest in OPERATOR, in OPERATOR'S chain of executive authority, or in the identity of the individuals comprising said chain of executive authority which occur without the written consent of DISTRICT; or



7. In the event that the OPERATOR has failed to perform any of its material obligations under this Agreement (except the timely payment of amount(s) due hereunder ("MONETARY DEFAULT") covered under subsection C of this Section 16) and such default(s) shall not have been cured within thirty (30) days of the mailing of a first written notice thereof, or, in the event such non-performance cannot be cured within thirty (30) days, provided OPERATOR shall not have commenced efforts to cure said non-performance and has not continued to diligently pursue same, then DISTRICT shall have the right, in addition to such other rights it may have hereunder or by operation of law, by second written notice to terminate this Agreement on any future date not less than ten (10) days from the date of giving such second written notice.

Any termination under this subsection shall be made by DISTRICT in writing and such termination shall be effective at the time designated by DISTRICT in such second writing. DISTRICT may, at any time prior to actual termination under such notice, withdraw it and restore the Agreement to its original terms. Under this subparagraph, the OPERATOR will be given thirty (30) days to remove its equipment from the LICENSED PREMISES.

B. It is agreed between the parties hereto that the character of the operation of the LICENSED PREMISES herein provided for is of the utmost importance to DISTRICT for the preservation of the good will of the public toward DISTRICT. Therefore, in addition to the provisions for termination contained in subsections (A) and (B) of this Section, the DISTRICT may terminate this Agreement if OPERATOR fails to conduct its operations in accordance with the intentions of this Agreement relating to character, style and management. In addition to all other grounds for termination, if the DISTRICT shall notify OPERATOR by first written notice of its failure to conduct its operation in accordance with the intentions of this Agreement, specifying in what manner the OPERATOR is failing or has failed in its responsibility, the OPERATOR shall have thirty (30) days to correct the conditions set forth in such first written notice by the DISTRICT. If, at the end of such thirty (30) day period, the OPERATOR has not corrected such conditions or taken steps which, in the opinion of DISTRICT are reasonably calculated to correct said conditions, DISTRICT may terminate this Agreement. Such termination shall be by second written notice, which notice shall fix the time of termination. The DISTRICT may, at any time prior to actual termination under the notice aforesaid, withdraw such notice and restore the Agreement to its original term.

C. In the event (1) the OPERATOR fails to pay to the DISTRICT the Monthly License Fees set forth in Section 3, on or before the tenth day of the month, or fails to pay any other monetary obligations hereunder within 5 days of receipt of a written statement or invoice therefor ("MONETARY DEFAULT"), and such MONETARY DEFAULT is not cured within five (5) days after written notice to OPERATOR, or (2) the OPERATOR defaults in the observance or performance of any of the other covenants or conditions in this Agreement, and said default is not cured within the period therefor expressly provided in this Agreement, then the DISTRICT, in addition to its right to terminate this Agreement, may:

1. Enforce the provisions of this Agreement and may enforce and protect the rights of DISTRICT hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, and for the enforcement of any other appropriate legal or equitable remedy, including without limitation (a) injunctive relief, including removal of OPERATOR from the premises, (b) recovery of all monies

due or to become due from OPERATOR under any of the provisions of this Agreement, (c) recover any other actual damages incurred by DISTRICT by reason of OPERATOR'S default under this Agreement, (d) recovery of all expenses incurred by the DISTRICT in enforcing this Agreement, including its reasonable attorney's fees and (e) recovery of all expenses incurred by the DISTRICT as agreed in a written settlement agreement or as awarded by a Court of competent jurisdiction should the DISTRICT prevail. The election of the DISTRICT to pursue all or any combination of the aforesaid remedies shall not preclude it from electing to terminate this Agreement.

2. Setoff against the monies owed by the DISTRICT to the OPERATOR, if any, for meals and other services furnished by the OPERATOR in the amount(s) owed it by the OPERATOR.

D. If DISTRICT exercises any of the remedies provided for above the OPERATOR shall surrender possession of and vacate the premises and immediately deliver possession thereof to DISTRICT, and DISTRICT may re-enter and take complete and peaceful possession of the LICENSED PREMISES.

E. Intentionally omitted.

F. The OPERATOR may forthwith terminate this Agreement in the event that DISTRICT ceases operation of the FACILITY or has failed to perform any of its obligations under this Agreement if such default shall not have been cured within thirty (30) days of the receipt of a first written notice thereof, then OPERATOR shall have the right, in addition to such other rights it may have hereunder or by operation of law, by second written notice to terminate this Agreement on any future date not less than ten (10) days from the date of giving such second written notice.

Any termination under this subsection shall be made by OPERATOR in writing and such termination shall be effective at the time designated by OPERATOR in such second writing. OPERATOR may, at any time prior to actual termination under such notice, withdraw it and restore the Agreement to its original terms.

17. Certain Rights Reserved by District

A. DISTRICT shall have the following rights, each of which the DISTRICT may exercise without notice to the OPERATOR (unless otherwise provided below) and without liability to the OPERATOR for damage or injury to property, person or business on account of such exercise, and the exercise of any such rights shall not be deemed to constitute a disturbance of the OPERATOR'S use or possession of the premises not shall such exercise give rise to any claim for set-off or abatement of monies due hereunder or any other claim:

1. To install, affix and maintain any and all signs on the exterior and on the interior of the FACILITY.

2. To decorate, or make repairs, alterations, additions, or improvements, whether structural or otherwise, in and about the FACILITY, or any part thereof (including, without limitation, alterations in the locations or configurations of any common areas of the FACILITY), and for such purposes to enter upon the LICENSED PREMISES, and during the continuance of any of said work to temporarily close doors, entryway, public space and corridors in the FACILITY and to interrupt or temporarily suspend services or use of facilities, all

without affecting any of OPERATOR 'S obligations hereunder, so long as the LICENSED PREMISES are reasonably accessible and usable.

3. To enter the LICENSED PREMISES at any reasonable time to inspect to said LICENSED PREMISES without notice to OPERATOR.

4. Sole and exclusive use of the DISTRICT AREA, including but not limited to, the main entrance area, general office areas on the first and second floors, , work rooms, storage garages, electric/water control room, the mechanical rooms and certain storage areas.

5. The DISTRICT reserves the right to offer for sale any "special event" related food, beverages or other items from the LICENSED PREMISES or the FACILITY, in its sole discretion, or allow DISTRICT affiliates or other not-for-profit organizations a similar right during, fund raisers or similar events.

18. Governing Law and Venue.

It is understood that this Agreement is entered into in the State of Illinois and is governed by the laws of the State of Illinois. Any action for breach of this Agreement or arising out of this Agreement shall be brought in Cook County, Illinois.

19. Compliance With Health and Employment Laws and Regulations.

A. The OPERATOR shall comply with all Federal, State and local laws and ordinances, rules and regulations, including, but not limited to, the Des Plaines Park District Ordinances and those respecting safety, health and sanitary codes; employment permit requirements that may be applied to the OPERATOR as a result of this Agreement. The OPERATOR shall at its own expense, obtain all permits and licenses which may be required in order for OPERATOR to conduct its business operations.

B. OPERATOR agrees to comply and to cause its employees to comply fully with the Federal Equal Employment Opportunities Act, Fair Labor Standards Act and the State Human Rights Act and with all applicable rules and regulations promulgated there under and all amendments subsequently made thereto, and OPERATOR represents, certifies and agrees that no person shall be denied or refused service or other full or equal use of OPERATOR'S services, nor denied employment opportunities by OPERATOR on the basis of race, creed, color, religion, sex, national origin or ancestry, citizenship status, age physical or mental handicap unrelated to ability, marital status, or an unfavorable discharge from the military service.

C. OPERATOR shall permit access to all relevant books, records, accounts and work sites by personnel of the DISTRICT to verify the OPERATOR'S compliance hereunder.

20. Indemnification of District from Liability.

A. The OPERATOR hereby releases, relinquishes, discharges and agrees to defend, indemnify and hold the DISTRICT, its Board of Park Commissioners, officers, agents, employees and volunteers, harmless against all claims, damages, losses, judgments, fees, expenses, including reasonable attorneys' fees, and liability for any loss, damage, injury or other casualty, including bodily injury, death sickness, disease and damage or destruction of property, injury to the employees of either of the parties hereto or to third persons, caused by, growing out of, or happening in connection with the OPERATOR'S use of the PARK PROPERTY, the FACILITY, the LICENSED PREMISES, the COMMON AREAS, or any

equipment or appliances located on or to be located thereon in connection with the OPERATOR'S use and operations under this Agreement; any leakage, fire or explosion of or from any such equipment or any part thereof; or any oils or other products in or about or contained in same; or by reason of the use or operation of such equipment or by reason of the placing, erection, falling or dislocation of such equipment or any part thereof; or any negligent act or omission of the OPERATOR or its officers, employees, agents, suppliers; the failure to observe and comply with any Federal, State and local laws, ordinances, rules and regulations or any other reasons. Nothing herein contained shall be construed as prohibiting the DISTRICT or its corporate authorities, officers or employees from defending any such actions or suits brought against them or from employing their own counsel in defense of any and all such actions and suits, but the reasonable costs and reasonable attorney's fees thereof shall be the obligation of OPERATOR. It is understood and agreed that OPERATOR shall reimburse DISTRICT for such costs and reasonable attorney's fees. Notwithstanding the foregoing, however, nothing contained in this Section shall require the OPERATOR to indemnify the DISTRICT for losses caused by the sole negligence of the DISTRICT.

B. The OPERATOR hereby releases, relinquishes and discharges the DISTRICT from any and all liability, including actual, incidental and consequential damages, caused by or arising out of any intentional act or the negligence of the DISTRICT or for any event beyond the DISTRICT'S control, including, without limitation any loss of power to the FACILITY which may cause food spoilage for which the DISTRICT shall not be responsible, or for any other damages that the OPERATOR may incur as a result thereof. The OPERATOR shall be solely responsible for carrying business interruption insurance in the event it is unable to use the LICENSED PREMISES due to any casualty, loss, damage or destruction of the LICENSED PREMISES.

22. Brokerage.

The OPERATOR warrants that it has not employed or retained any company or person to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon, or resulting from, the award to making of this Agreement.

23. Warranty of Signatory.

The undersigned signatories for the OPERATOR and the DISTRICT hereby represent and warrant that they each have full and complete authority to execute this Agreement on behalf of the respective party on whose behalf each has signed this Agreement. This representation and warranty is made for the purpose of inducing the parties to execute this Agreement.

24. Action by District.

Anything which is to be performed under this Agreement by DISTRICT may be performed by the Executive Director, his designated assistant, or successor, or by such of its employees or such other persons as DISTRICT may designate.

25. Entire Agreement.

This Agreement with all Exhibits attached hereto, contains the entire understanding of the parties with respect to the matters covered by this Agreement and no other agreement, statement or

promise made by any party, or to any employee, officer or agent of any party which is not contained in this Agreement shall be binding or valid.

26. Waiver of Breach.

No failure by DISTRICT or the OPERATOR to insist upon the strict performance under the Agreement of any covenants, terms or conditions of this Agreement or to exercise any right or remedy consequent upon a breach or of such covenants, terms or conditions. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition and term of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach.

27. Modification.

This Agreement is not subject to modification except in writing, executed by duly authorized representatives of the parties.

28. Partial Invalidity.

In the event that any provision or provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions or portions hereof shall not be affected.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

[INSERT ENTITY NAME]

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

Its: MANAGING MEMBER

DES PLAINES PARK DISTRICT

By: Donald J Melite

Its: Executive Director

OPERATOR'S CERTIFICATION

OPERATOR certifies that no owner, shareholder, officer, director or employee of the OPERATOR is related by blood or marriage to any Park District Commissioner, officer or employee of the Des Plaines Park District.

Pursuant to 720 ILCS 5/33E-11, the undersigned certifies that he is the duly authorized agent of the OPERATOR entering into the attached contract with the Des Plaines Park District, and that said OPERATOR is not barred from entering this public contract as a result of a violation of either "bid rigging" as defined in 720 ILCS 5/33E-3 or "bid rotating" as defined in 720 ILCS 5/33E-4 of said Act.

Failure to (i) execute said certification, or (ii) to make a truthful certification, any result in disqualification of the OPERATOR and cancellation of said contract at any time, and subject the OPERATOR to such other and additional remedies at law and/or in equity as the park District may have against the OPERATOR caused by such unexecuted or false certification.

Signed this \_\_\_\_\_ of \_\_\_\_\_ 2021

[INSERT NAME OF ENTITY]

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

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

Subscribed and Sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2021

OPERATOR'S CERTIFICATION

OPERATOR certifies that no owner, shareholder, officer, director or employee of the OPERATOR is related by blood or marriage to any Park District Commissioner, officer or employee of the Des Plaines Park District.

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Signed this 1<sup>st</sup> of DECEMBER 2021

[INSERT NAME OF ENTITY]

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

Title: MANAGING MEMBER

Subscribed and Sworn to before me

This 1<sup>st</sup> day of DECEMBER, 2021



# **FOXTAIL**

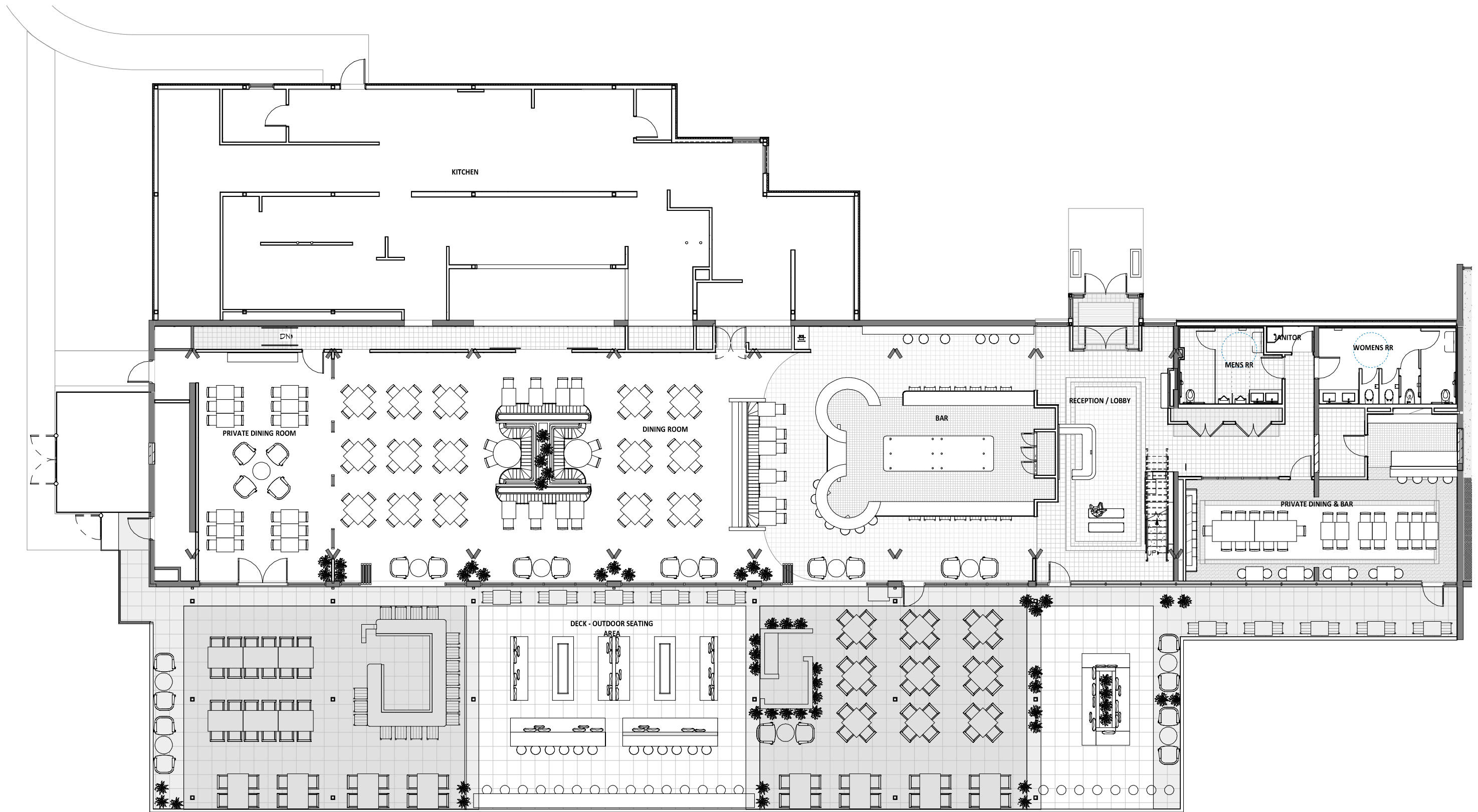
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## ON THE LAKE

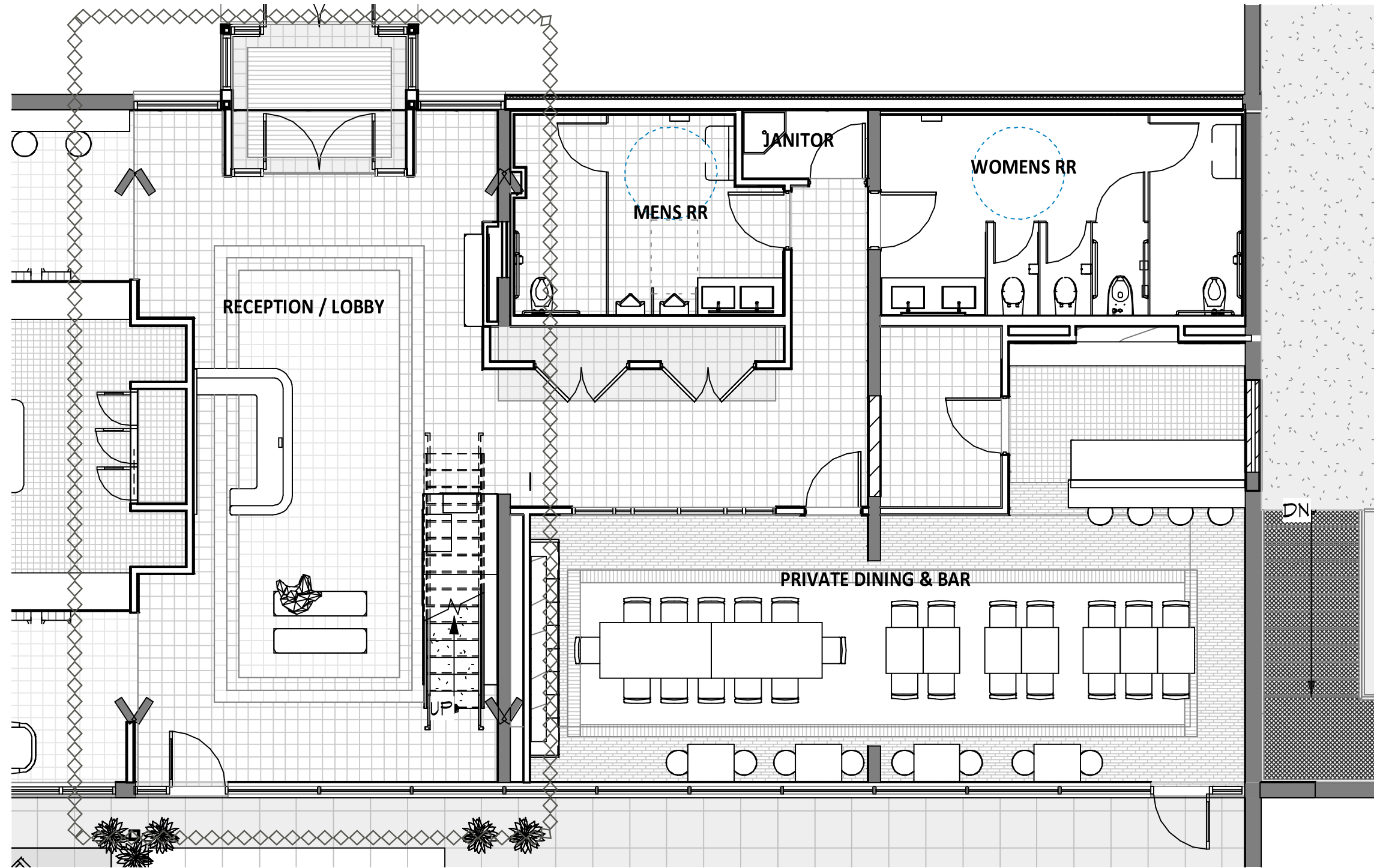
INTERIOR DESIGN SIGN OFF - RECEPTION, PRIVATE DINING, MEZZANINE UPDATES

07.25.2022





# LEVEL ONE PLAN



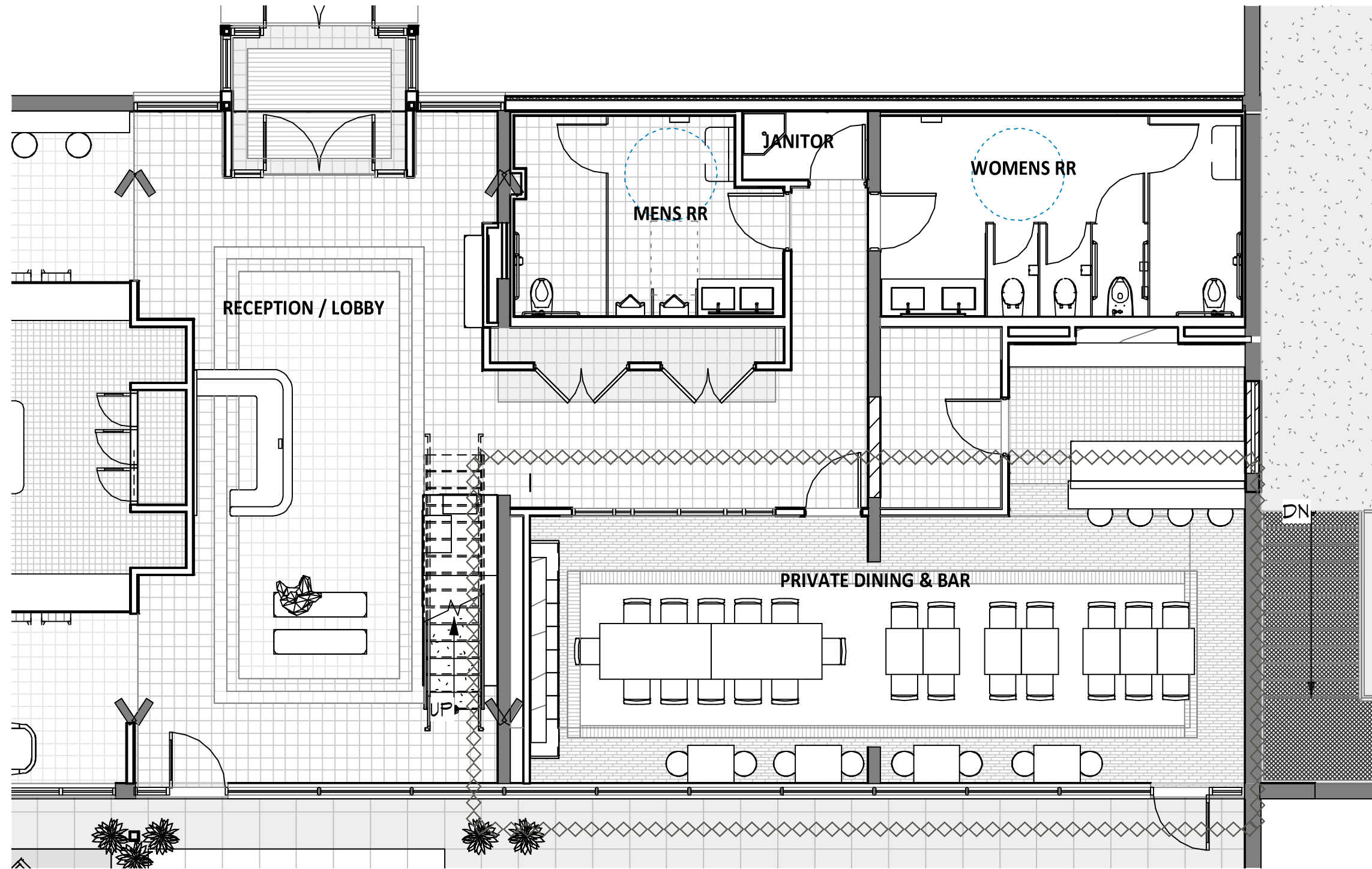
# LEVEL 1 RECEPTION



## LEVEL 1 RECEPTION



**FINISH DIRECTION**



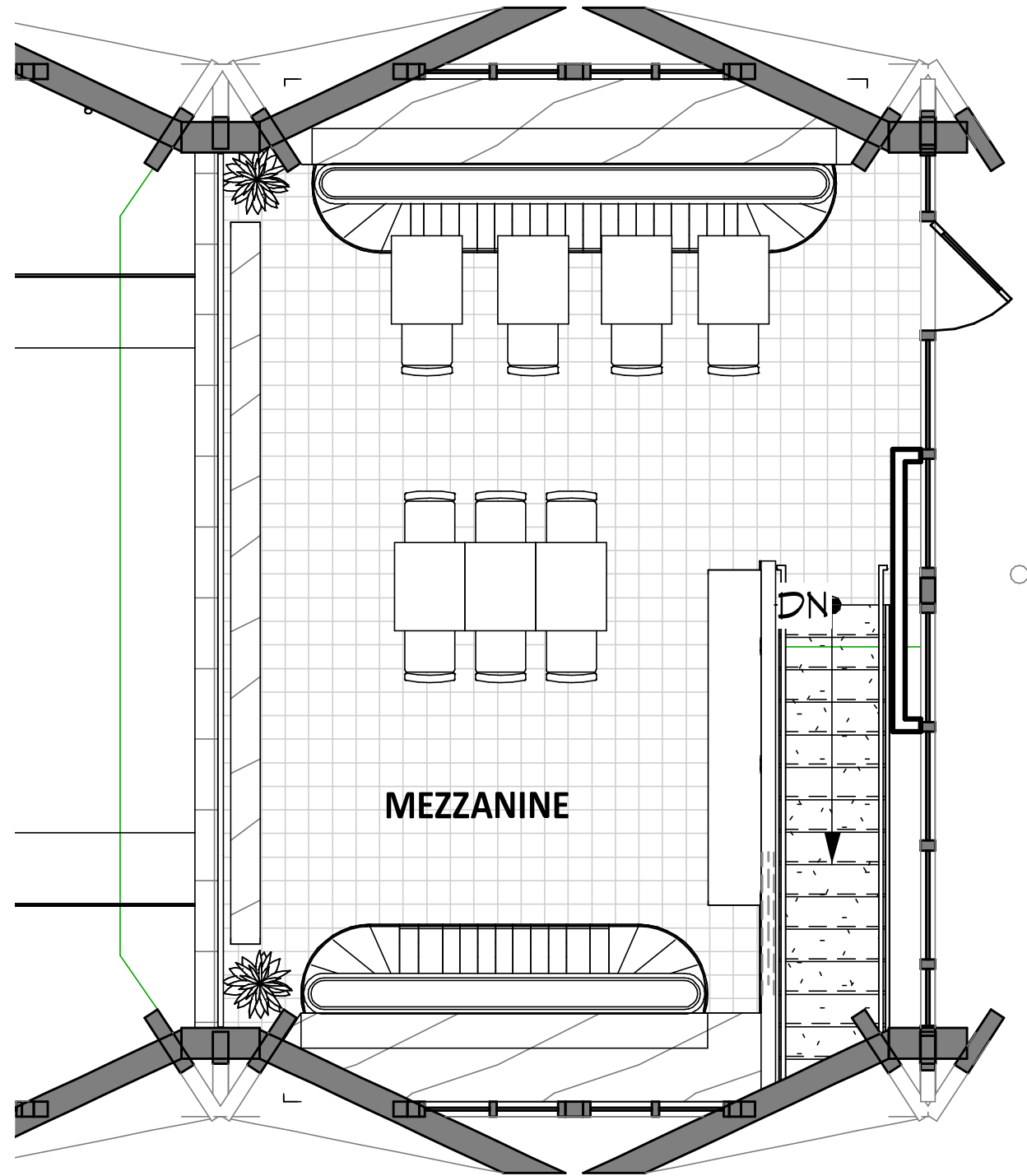
# LEVEL 1 PRIVATE DINING ROOM



## LEVEL 1 PRIVATE DINING ROOM



**FINISH DIRECTION**



MEZZANINE LEVEL PLAN

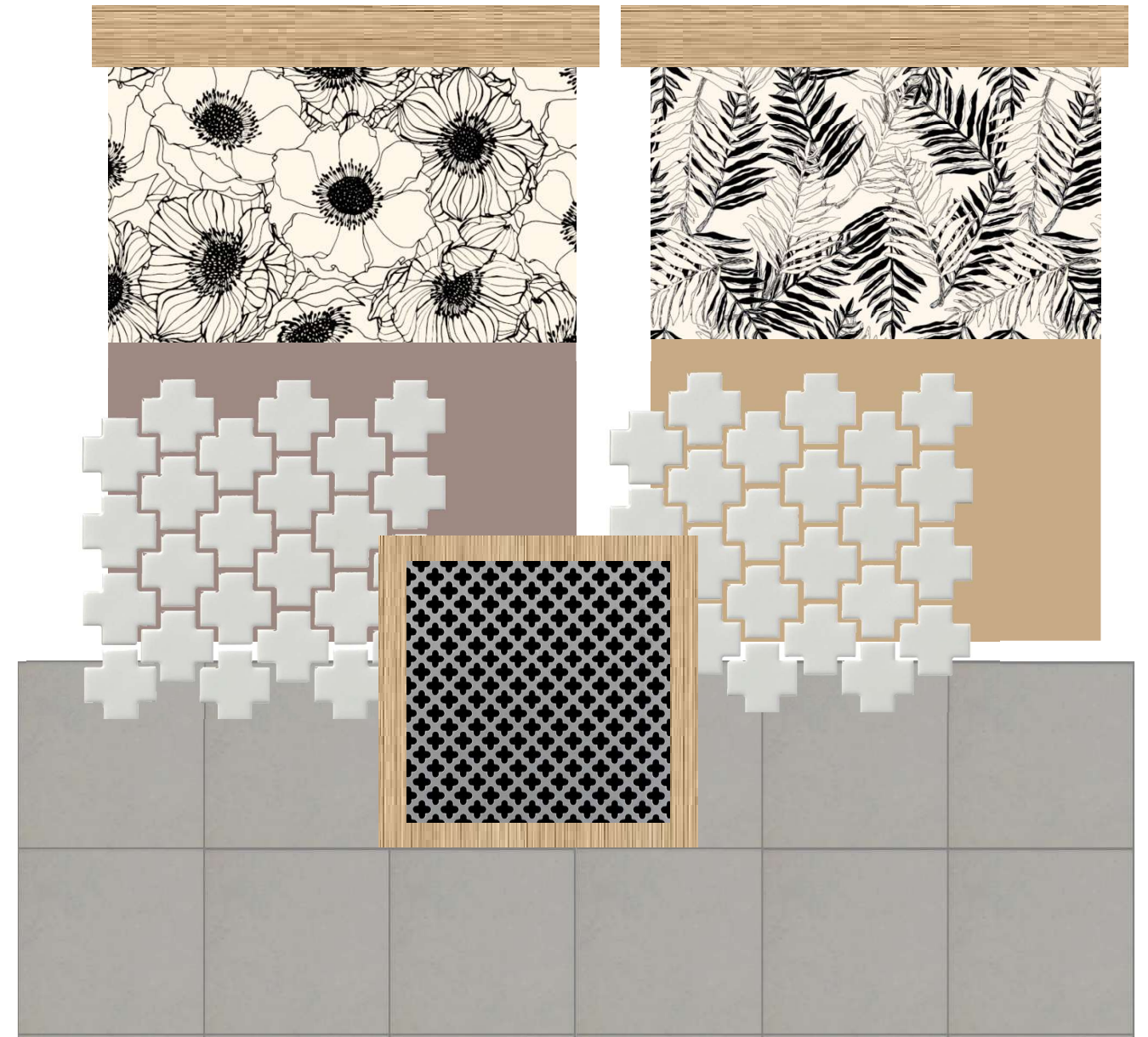
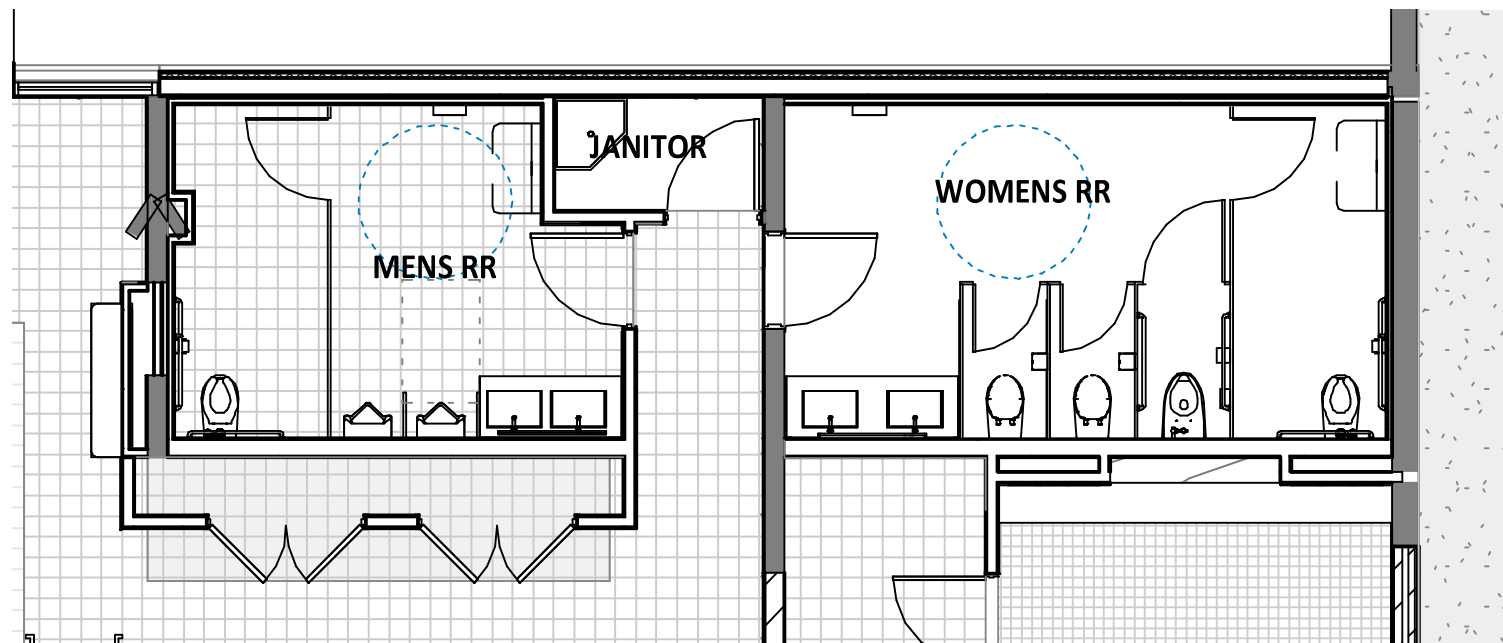
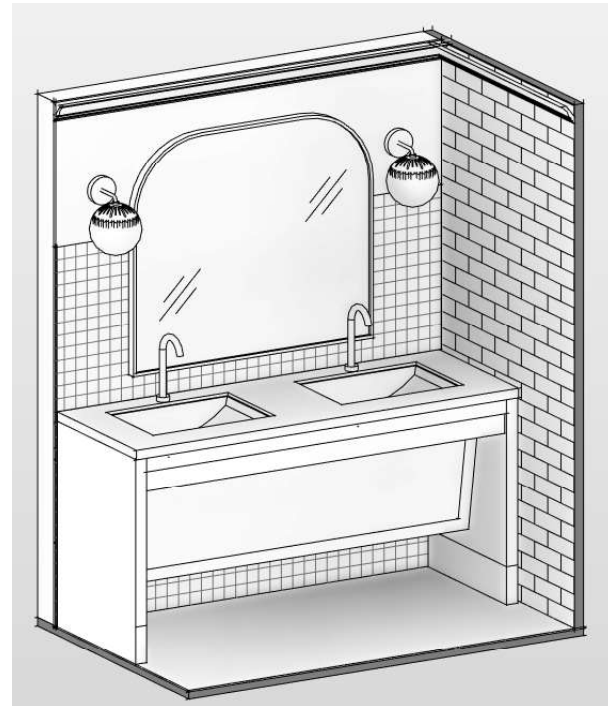
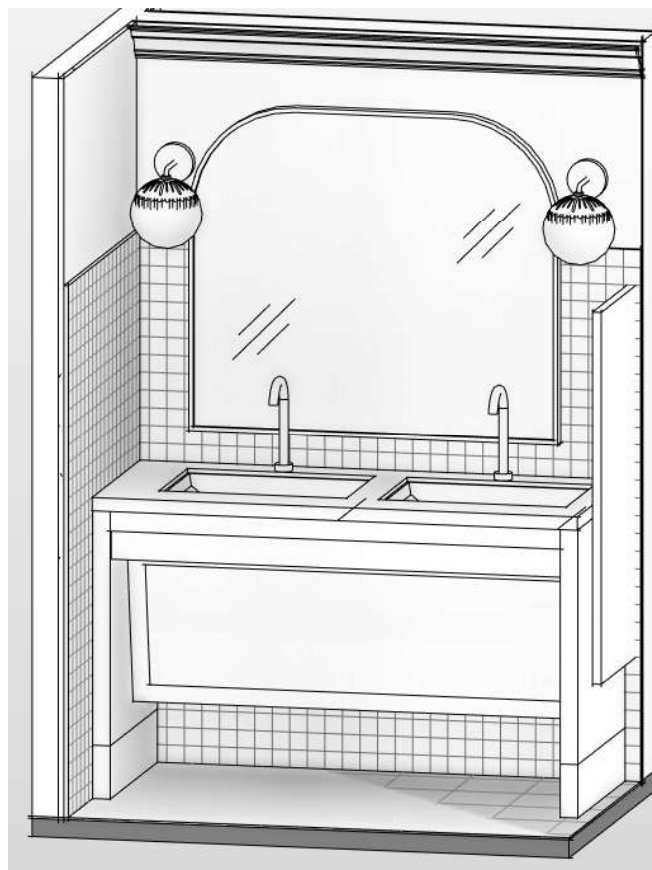




## MEZZANINE LEVEL



# FINISH DIRECTION



# RESTROOMS



THANK YOU

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07.25.2022

esg



# The Foxtail

## ON THE LAKE

### SHARE

<b>HUMMUS AND VEGGIES - GF*</b>	10
spicy fresno and garlic hummus, cucumbers, house pita	
<b>BRICK OVEN ROASTED CAULIFLOWER</b>	13
lemon salsa verde, grana padano, fried capers	
<b>GARLIC LABNEH - GF*</b>	10
yogurt, olive oil, kalamata olives and pepper medley, mint, house pita	
<b>LAMB &amp; BEEF KEFTA KABOB - GF*</b>	14
garlic hummus, house pita, parsley, onion tomato salsa	
<b>MAINE LOBSTER DYNAMITE - GF*</b>	24
spicy aioli, lemon juice, celery, grilled brioche	
<b>BURRATA FIG MOSTARDA - GF*</b>	16
figs, apricots, cherries, crostinis, truffle drizzle	
<b>SPICY EGGPLANT - GF*</b>	9
roasted eggplant, harrisa, cilantro, pita bread	
<b>TABOULI BITES</b>	9
parsley, mint, scallions, bulgur, tomatoes, lemon olive oil   add shrimp +6	
<b>GRILLED OCTOPUS - GF*</b>	15
shishito peppers, potatoes, fresno aioli	
<b>CHICKEN WINGS</b>	16
lebanese style, lemon, cayenne, cilantro, garlic	
<b>PORK BELLY BRUSCHETTA</b>	16
goat cheese, walnut, date, arugula, calabrian chili, balsamic glaze	
<b>CHICKEN SHAWARMA ROLLS</b>	16
phyllo, cabbage, red peppers, mozzarella, spicy garlic aioli, french fries	
<b>SEARED SCALLOPS - GF</b>	20
seared diver scallops, parsnip puree, pork belly, shiitake mushroom	

### GREENS

sliced tuna 9 | chicken breast 7 | salmon 10  
three jumbo shrimp 9 | kefta kabob skewer 9

<b>LITTLE GEM - GF*</b>	15
cabbage, lettuce, red bell pepper, cucumber, tomatoes, radish, cilantro, parsley, mint, scallions, toasted pita, sumac citrus vinaigrette	
<b>KALE CAESAR - GF*</b>	15
baby purple kale, parmesan breadcrumbs, house parmesan dressing	
<b>BURRATA WEDGE - GF</b>	16
burrata, cranberry, almonds, red pepper, bacon, tomato, white balsamic blue cheese vinaigrette	
<b>ROCCA - GF</b>	14
watercress, arugula, tomatoes, wild mediterranean thyme, beets, pepita seeds, red onions, goat cheese, lemon vinaigrette	
<b>KISIR SALAD - V</b>	16
cracked wheat, eggplant, cabbage, tomato, cucumber, fresh mint, lemon evo drizzle	

### MAIN

<b>ATLANTIC SALMON</b>	27
pan seared salmon, asparagus, garlic mash potatoes, soy mustard glaze*	
<b>GRILLED SHRIMP - GF</b>	25
oyster mushroom, shishito pepper, mash potatoes, tomato, sherry wine vinegar, herb butter sauce	
<b>BLACK BASS - GF</b>	33
parsnip puree, snow peas, mushrooms	
<b>PACIFIC HALIBUT - GF</b>	36
herb tomato ragu, asparagus, smoked gouda, jalapeno polenta cake	
<b>BEEF SHAWARMA</b>	22
skirt steak, pita, onions, roasted tomatoes, parsley, radish, tahini sauce, fries	
<b>THE FOX BURGER</b>	17
two patties, grilled and griddled, swiss, cabbage, garlic dressing, tomato, pickles, fries	
<b>BASIC B BURGER</b>	18
two patties, grilled and griddled, cheddar, lettuce, tomato, onions, bacon, house-made 1000, fries	
<b>CHILI RUBBED BACON WRAPPED PORK CHOP*</b>	28
herb marinated, mash potatoes, creamy corn salsa, broccolini, spicy shrimp	
<b>BRICK CHICKEN</b>	21
amish chicken, garlic sauce, arugula, roasted potatoes	
<b>SHRIMP MAC N CHEESE</b>	22
roasted bell pepper cream, toasted parmesan breadcrumbs	
<b>6oz PETIT FILET MIGNON - GF</b>	36
grilled vegetables, mash potatoes, spicy butter**	
<b>PAELLA</b>	29
orzo, chicken, andouille sausage, shrimp, red bell pepper, onion, snow peas, saffron broth, parsley	
<b>MOROCCAN TAGINE - V</b>	18
squash, onions, chickpeas, peppers, zucchini, harissa, moroccan spiced couscous add chicken breast + 7   add shrimp + 6	

### FLATBREADS

<b>ZA'ATAR</b>	13
tomato, cucumber, onion, arugula, feta	
<b>CHICKEN</b>	16
seasonal roasted mushrooms, crema di parmigiano, brie cheese, mozzarella cheese, savory	
<b>TALEGGIO</b>	16
mushrooms, honey, truffle, arugula	
<b>PISTACHIO</b>	16
brie cheese, mozzarella, mortadella, watercress, honey	
<b>SHRIMP FLATBREAD</b>	16
harissa paste, shishito peppers, red onion, mozzarella	

### RAW BAR

<b>OYSTERS - GF</b>	MKT
by the half dozen	
<b>TUNA POKE BOWL - GF*</b>	18
spicy mayo, cucumber, avocado, radish, ginger soy drizzle, black sesame **	
<b>SALMON POKE BOWL - GF*</b>	17
shrimp, masago, avocado, cucumber, radish, ginger fried shallot, ginger soy drizzle, toasted sesame **	
<b>SHRIMP POKE BOWL - GF*</b>	16
shrimp, masago, avocado, cucumber, spicy mayo, ginger soy drizzle, toasted sesame	
<b>CHIRASHI POKE BOWL - GF*</b>	19
hamachi, salmon, tuna, shrimp, serrano pepper, avocado, edamame, ginger soy drizzle, mint cucumber salsa	
<b>TUNA TATAKI - GF*</b>	17
mint cucumber salsa, citrus soy, spicy sesame oil **	
<b>HAMACHI CRUDO - GF*</b>	18
citrus soy, serrano, crispy shallot, EVOO, pineapple puree **	
<b>SEARED SALMON - GF*</b>	14
kalamata olive puree, ikura, ponzu, lemon slices, dill, EVOO **	
<b>JUMBO SHRIMP - GF</b>	18
cocktail, horseradish, lemon	
<b>TERIYAKI BOWL</b>	
broccoli florets, bell peppers, ginger teriyaki sauce, toasted sesame	

TOFU 16 | CHICKEN 17 | BEEF 18

### DESSERTS

<b>KEY LIME CHEESECAKE</b>	9
pistachio crust, berry drizzle <i>Perfect Pairing: Noval Black Port 15</i>	
<b>TAHINI DREAM BARS</b>	9
shortbread, sesame caramel, chocolate, spicy vanilla ice cream	
<b>CINNAMON STREUSEL PEAR TART</b>	10
shredded phyllo, pear, cinnamon ice cream, cranberry <i>Perfect Pairing: Noval 20 Year Port 18</i>	
<b>DOUBLE MOUSSE CARROT CAKE</b>	9
cookie butter mousse, cream cheese mousse, cookie butter glaze, spiced pecans, caramel	
<b>FROZEN YOGURT</b>	7
seasonal flavors	
<b>DAYDREAM COFFEE</b>	4
small-batch, small-town, family owned	
<b>CARAJILLO</b>	12
liquor 43, espresso, shaken	

GF: GLUTEN FREE | GF\*: THIS ITEM CAN BE MADE GLUTEN FREE WITH MODIFICATION | V: VEGAN | \*\*: CONSUMING RAW OR UNDERCOOKED FOOD MAY INCREASE YOUR RISK OF FOODBORNE ILLNESS

1177 HOWARD AVENUE, DES PLAINES, ILLINOIS 60018 | 630.541.9240 | THEFOXTAILONTHELAKE.COM

**MÛCKTAILS****CAN'T STOP THE FEELING**

floreale aperitivo, blueberry, lavender, lime, lagunitas hop water

**SINCE YOU'VE BEEN GONE**

seedlip garden, lemon ginger, honey thyme

**BARREL AGED PROGRAM****BIG WOOD**

few foxtail private barrel, smoked vanilla demerara, OTD bitters

**NEGRONI BIANCO**

castle & key gin, lillet blanc, suze, orange bitters

**MEZCAL MANHATTAN**

union uno mezcal, licor 43, carpano, angostura, orange, cafe moka

**SPARKLING CÛCKTAILS****WET A#\$ PEACHES**

sneaky fox vodka, peach, rosemary, lemon, lime, agave

**RASPBERRY BERET**

sneaky fox vodka, cucumber, raspberry, lemon, ginger

**LOST IN JAPAN**

CH Key Gin, lychee, prickly pear, lime, agave, prosecco

**STILL CÛCKTAILS****LAVENDER HAZE**

sneaky fox vodka, creme de violette, lavender simple, lime

**LADY MARMALADE**

ch key gin, italicus, orange marmalade, lemon, orange blossom mist

**ROSE COLORED GLASSES**

four roses bourbon, giffard rhubarb, strawberry, lemon, simple

**MONEY**

larcey bourbon, angostura bitters, smoked vanilla demerara

**SHOT THROUGH THE HEART**

bulleit bourbon, honey, thyme, ginger, lemon

**SANTERIA**

libelula tequila, lime, orange, curacao, agave

**SMOKE ON THE WATER**

union uno mezcal, grapefruit, agave, lime, tajin aleppo rim

**JITTERBUG**

sneaky fox vodka, mr. black cold brew, espresso simple

**DRAFT BEER****DAISY CUTTER**

Pale Ale, Half Acre, Chicago, IL

**ALLAGASH WHITE**

Belgian-Style Wheat, Portland, ME

**GUINNESS**

Irish Dry Stout, Dublin, Ireland

**KROMBACHER**

Pilsner, Germany

**ROTATING DRAFTS**

Ask your server/bartender

**BOTTLED AND CANNED BEER****MILLER LITE****COORS LIGHT****BUDWEISER****STELLA ARTOIS****HEINEKEN****HEINEKEN 0.0****CORONA****MODELO****LAGUNITAS HOP WATER**

Non-Alcoholic

**ROTATING HOP BUTCHER**

Ask server/bartender

**SPARKLING AND CHAMPAGNE**

	G	B
6 Prosecco, Spangol "Treviso", Italy	10	38
Rose, Sparkling, Chemistry, Willamette Valley	12	46
6 Blanc de Blancs, Graham Beck, South Africa	16	61
Lambrusco Grasparossa, Cleto Chiarli, Italy NV	27	
Rosé, Sparkling, Calvet, Bordeaux France	45	
Rosé, Sparkling, You Are Beautiful, Colorado NV	48	
15 Rosé, JCB Number 69, France NV	72	
Blanc de Blancs, Jacquart, France 2009	112	
15 Champagne, Bollinger, Grand Cuvee, France NV	105	
Champagne, Leclerc Briant, Reserve, France NV	112	
15 Champagne, Billecart Salmon, Brut Sous Bois, France NV	150	

**ROSE**

	G	B
Domaine Skouras, Pepto, Greece	15	57
12 Figuiere Signature, Provence, France	44	
Unshackled by Prisoner, CA	51	

**BLANCS**

	G	B
14 Bordeaux Blanc, Château Freynelle, Bordeaux, France	9	34
Sauvignon Blanc, Aroma, Marlborough, New Zealand	10	38
Details by Sinegal, Sonoma, CA	14	46
Sauvignon Blanc, Stoneleigh, Marlborough, New Zealand	42	
12 Alpha Estate, Sauv Blanc, Greece	52	

**CHARDONNAY**

	G	B
12 Gainey, Santa Rita Hills, CA	15	44
12 Wenté, Livermore Valley, CA	16	58
Pouilly Fuisse, Manciai-Poncet, Burgundy, France	62	
13 Lloyd, Carneros, CA	66	
Salus, Staglin Family Estate, Napa Valley	110	
12 Fisher Vineyards, Sonoma, CA	125	
Evenstad Reserve, Domaine Serene, Dayton, OR	145	

**OTHER WHITES**

	G	B
12 Pinot Grigio, Il Casato, Italy	13	47
12 White Tempranillo, Pago del Vicario, Spain	11	42
Gruner Veltliner, Gobelsburg, Austria	13	50
14 Moschofilero, Skouras "Salto", Greece	15	57
Sancerre, Le Petit Broux, Loire Valley, France	17	60
Viognier, Domaine Gassier, France	39	
7 Coda Di Volpe, Terredora Dipaolo, Italy	49	
Gewurztraminer, Gundlach Bundschu, Sonoma, CA	56	
7 Assyrtiko, Santorini, Vassaltis, Greece	90	

**CABERNET SAUVIGNON**

	G	B
7 Big Shoulders, Napa Valley, CA	16	56
Clos Du Val, Napa Valley, CA	20	75
6 Alexander Valley Vineyards, Sonoma, CA	54	
Iconoclast, Napa Valley, CA	63	
Sinegal Estate, Napa, CA	88	
Turnbull, Napa Valley, CA	105	
O'Shaughnessy, Napa Valley, CA	120	

**RED BLENDS**

	G	B
4 Aviary, Bird of Prey, CA	13	57
4 Chateau Greysac, Bordeaux, France	17	63
6 The Pairing, Santa Barbara	18	65
5 Hugh Hamilton "Black Ops", Australia	51	
4 Domaine Los CLOS des Carzaux, Vacqueyras, Rhone	61	
5 Crane "Disciples" Napa Valley, CA	85	

**PINOT NOIR**

	G	B
4 Angeline, Sonoma, CA	14	52
EZ TGR, Willamette Valley, OR	15	58
9 Valrav, Sonoma County, CA	18	72
Bethel Heights, Willamette Valley, OR	22	80
Domaine Antonin Guyon, Burgundy, France	102	
Miner, Santa Lucia, CA	108	

**OTHER REDS**

	G	B
Malbec, Enrique Foster, Mendoza, Argentina	11	42
Zinfandel, Klinker Brick, Lodi CA	16	62
Rioja, Finca Nueva Reserve, Spain	53	
Merlot, Duckhorn Vineyards, Napa Valley, CA	65	
Barolo, Damilano, Italy	73	
Zinfandel, Ridge "Pagani Ranch", CA	75	
Merlot, Rombauer, Napa Valley, CA	83	
Cabernet Franc, Spring Valley, Walla Walla Valley, CA	90	
Châteauneuf du Pape, E. Guigal, Rhône, France	102	
Amarone della Valpolicella, David Sterza, Italy	109	
Châteauneuf du Pape, Domaine de la Solitude, Rhône, France	130	



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**Project Budget, 2023 Council GROWTH Request for Foxtail on the Lake**

1177 Howard, Des Plaines IL

Time of scope: Late 2022 - Summer 2023

<b>ELIGIBLE</b>					
<b>Type of Work</b>	<b>Contractor</b>	<b>Date_Invoice or Quote</b>	<b>Work Completed? (Y/N)</b>	<b>COST</b>	<b>Notes</b>
Foundation Work	Patriot Concrete	1	Yes	\$ 37,476.89	
Geofoam Concrete	Patriot Concrete	2	Yes	\$ 15,440.00	Excavation for unknown Comed Duct bank
Floor Drains	Norman Mechanical	3	Yes	\$ 4,126.87	
Asbestos abatement	Heppa Inc.	4	Yes	\$ 82,521.00	
Sanitary line for injector pump	Norman Mechanical	6	Yes	\$ 1,008.94	
Change in demo scope	Break Thru	7	Yes	\$ 31,100.00	
Additional shoring of walls	Break Thru	7	Yes	\$ 20,350.00	
Difference in base budget scope	Break Thru	7	Yes	\$ 72,376.00	
Added accurex fans	Columbia sheet metal	8	Yes	\$ 41,000.00	
Design changes for parapet wall and new all for bar	ERA	9	Yes	\$ 12,685.92	
added curb and sidewalk repair for utilities	Patriot Concrete	11	Yes	\$ 3,883.00	
Winter Protection	Patriot Concrete	12	Yes	\$ 6,176.50	
Roofer change to prevailing wage	41N	35	Yes	\$ 86,919.00	
Upcharge for zinc brass bar top	Ameriscan	36	Yes	\$ 13,700.00	
downspouts	Riddiford	37	Yes	\$ 2,345.00	
contrete changes	Patriot Concrete	38	Yes	\$ 12,165.00	
carpentry additions	ERA	39	Yes	\$ 7,185.00	
low voltage conduit	Bonus	41	Yes	\$ 25,053.60	
Upsize of AHU-1 Feed	Bonus	43	Yes	\$ 1,238.00	
Creating pockets for new steel and removal of 3 windowsill	Breakthru	52	Yes	\$ 6,382.53	
Cost increase for concrete startinh	Patriot Concrete	16	Yes	\$ 4,884.00	
patio structure	Struxure	17	No	\$ 403,230.30	
screens for patio structure	Midwest Screens	18	Yes	\$ 121,968.00	
electrical servic work	Bonus Electric, Cobra, Patriot	19	Yes	\$ 77,612.00	
added kitchen floor drains	Norman Mechanical	21	Yes	\$ 6,570.88	
added trellis posts	Struxure	22	Yes	\$ 5,040.00	
added convenience outlets and bar plugmold	Bonus	23	Yes	\$ 5,525.00	
Relocate basement vent in mens room	Norman Mechanical	27	Yes	\$ 1,056.01	
changes to service area	broadleaf, ERA	28	Yes	\$ 3,884.70	
furnish mop sink	Norman Mechanical	29	Yes	\$ 615.18	
Added 6" wall to conceal vent piping	ERA	31	Yes	\$ 2,083.92	
ASI bulletin changes	ERA	32	Yes	\$ 32,000.00	
ASI bulletin changes	Nicks Metal	32	Yes	\$ 12,177.00	
ASI bulletin changes	Ameriscan	32	Yes	\$ 47,342.00	
Add interior glass	Myha	33	Yes	\$ 54,150.00	
Pumps, breaker, booster	Columbia	62	No	\$44,654.18	
Sprinkler Lines	Columbia	63	No	\$4,400.00	
Exteriors	IGC	58	No	\$7,188.53	
Bar construction	Ameriscan	57	No	\$12,134.10	
IT room exhaust	Columbia	49	no	\$2,081.20	
PVC pipe and excavation	Norman Mechanical	5	Yes	\$1,008.94	
Roofer to union	Riddiford Roofing	35	Yes	\$86,919.00	
Concrete	Patriot Concrete	16	Yes	\$4,440.00	
Ejector pump and basin, electrical work, labor	Norman Mechanical	13	Yes	\$16,855.99	
Eligible kitchen improvements	Trimark	1	Yes	\$212,869.00	
Structural support beams main floor	Nicks Metal	64	Yes	\$627,177.00	
<b>TOTAL ELIGIBLE</b>				<b>\$ 2,281,000.18</b>	

**FOTL  
PROFORMA  
2023**

**SALES:**

**FOOD SALES**

DINE-IN/CATERING

**TOTAL FOOD SALES**

**BAR SALES**

BEER SALES

LIQUOR SALES

WINE SALES

**TOTAL LIQUOR BEER & WINE SALES**

**TOTAL SALES**

Weekly Sales

Weeks in the Period

**COST OF SALES - FOOD**

COS MEAT

COS FISH

COS BREAD

COS DAIRY

COS PRODUCE

COS COOKING OIL

COS GENERAL GROCERY

**TOTAL COS GROCERY**

**COST OF SALES - BAR**

COS LIQUOR

COS BEER

COGS CONSUMABLES

COS WINE

**TOTAL COS LIQUOR & WINE**

**TOTAL COST OF GOODS SOLD**

**GROSS PROFIT**

**CONTROLLABLE EXPENSES**

**FOH WAGES**

SERVERS

BUSBOYS

BARTENDER

HOST/HOSTESS

JANITORIAL

**TOTAL FOH WAGES**

**BOH WAGES**

COOKS

DISHWASHER

**TOTAL BOH WAGES**

**OTHER WAGES**

TRAINING

SALARY

BONUS

SUPERVISOR

**TOTAL OTHER WAGES**

**TOTAL WAGES**

**BENEFITS**

EMPLOYEE INCENTIVES

EMPLOYER SHARE FICA

STATE UNEMPLOYMENT

FEDERAL UNEMPLOYMENT

WORKERS COMP

EMPLOYEE INSURANCE

**TOTAL BENEFITS**

**TOTAL WAGES & BENEFITS**

	5,300,000		PERIOD SALES	
DINE-IN/CATERING	3,300,000	62.3%	253,846.15	62.3%
<b>TOTAL FOOD SALES</b>	3,300,000	62.3%	253,846	62.3%
<b>BAR SALES</b>				
BEER SALES	200,000	3.8%	15,384.62	3.8%
LIQUOR SALES	1,200,000	22.6%	92,307.69	22.6%
WINE SALES	600,000	11.3%	46,153.85	11.3%
<b>TOTAL LIQUOR BEER &amp; WINE SALES</b>	2,000,000	37.7%	153,846	37.7%
<b>TOTAL SALES</b>	5,300,000	100.0%	407,692	100.0%
Weekly Sales	101,923		101,923	
Weeks in the Period	52		4	
<b>COST OF SALES - FOOD</b>				
COS MEAT	231,000	7.0%	17,769	7.0%
COS FISH	330,000	10.0%	25,385	10.0%
COS BREAD	33,000	1.0%	2,538	1.0%
COS DAIRY	66,000	2.0%	5,077	2.0%
COS PRODUCE	198,000	6.0%	15,231	6.0%
COS COOKING OIL	33,000	1.0%	2,538	1.0%
COS GENERAL GROCERY	165,000	5.0%	12,692	5.0%
<b>TOTAL COS GROCERY</b>	1,056,000	32.0%	81,231	32.0%
<b>COST OF SALES - BAR</b>				
COS LIQUOR	228,000	19.0%	17,538	19.0%
COS BEER	50,000	25.0%	3,846	25.0%
COGS CONSUMABLES	48,000	4.0%	3,692	4.0%
COS WINE	186,000	31.0%	14,308	31.0%
<b>TOTAL COS LIQUOR &amp; WINE</b>	512,000	25.6%	39,385	25.6%
<b>TOTAL COST OF GOODS SOLD</b>	1,568,000	29.6%	120,615	29.6%
<b>GROSS PROFIT</b>	3,732,000	70.4%	287,077	70.4%
<b>CONTROLLABLE EXPENSES</b>				
<b>FOH WAGES</b>				
SERVERS	132,500	2.5%	10,192	2.5%
BUSBOYS	79,500	1.5%	4,077	1.0%
BARTENDER	64,158	1.2%	4,935	1.2%
HOST/HOSTESS	53,000	1.0%	4,077	1.0%
JANITORIAL	8,045	0.2%	619	0.2%
<b>TOTAL FOH WAGES</b>	337,203	6.4%	23,900	5.9%
<b>BOH WAGES</b>				
COOKS	424,000	8.0%	28,538	7.0%
DISHWASHER	142,799	2.7%	10,985	2.7%
<b>TOTAL BOH WAGES</b>	566,799	10.7%	39,523	9.7%
<b>OTHER WAGES</b>				
TRAINING	79,500	1.5%	6,115	1.5%
SALARY	636,000	12.0%	48,923	12.0%
BONUS	74,200	1.4%	5,708	1.4%
SUPERVISOR	-		-	
<b>TOTAL OTHER WAGES</b>	789,700	14.9%	60,746	14.9%
<b>TOTAL WAGES</b>	1,693,701	32.0%	124,169	30.5%
<b>BENEFITS</b>				
EMPLOYEE INCENTIVES	11,158	0.2%	858	0.2%
EMPLOYER SHARE FICA	181,316	3.4%	13,947	3.4%
STATE UNEMPLOYMENT	43,237	0.8%	3,326	0.8%
FEDERAL UNEMPLOYMENT	5,579	0.1%	429	0.1%
WORKERS COMP	16,458	0.3%	1,266	0.3%
EMPLOYEE INSURANCE	-	0.0%	-	0.0%
<b>TOTAL BENEFITS</b>	257,747	4.9%	19,827	4.9%
<b>TOTAL WAGES &amp; BENEFITS</b>	1,951,449	36.8%	143,996	35.3%



<b><u>DIRECT OPERATING EXPENSES</u></b>				
CABLE TV	6,103	0.1%	469	0.1%
CHINA REPLACEMENT	22,316	0.4%	1,717	0.4%
CREDIT CARD FEES	132,500	2.5%	10,192	2.5%
EQUIPMENT RENTAL	7,339	0.1%	565	0.1%
GLASSWARE REPLACEMENT	12,943	0.2%	996	0.2%
JANITORIAL SUPPLY	38,774	0.7%	2,983	0.7%
KITCHEN SUPPLIES	24,547	0.5%	1,888	0.5%
LINEN	60,253	1.1%	4,635	1.1%
PAPER & PLASTIC SUPPLIES(TO GO SUPPLIES)	50,211	0.9%	3,862	0.9%
FOH SUPPLIES	11,158	0.2%	858	0.2%
UNIFORMS/DRY CLEANING	5,579	0.1%	429	0.1%
VALET PARKING	-	0.0%	-	0.0%
CUSTOMER RELATIONS	5,858	0.1%	451	0.1%
PR-ADVERTISING	40,810	0.8%	3,139	0.8%
PRINTING & DESIGN	27,895	0.5%	2,146	0.5%
CONTRIBUTIONS/DONATIONS:	5,579	0.1%	429	0.1%
<b>TOTAL DIRECT OPERATING EXPENSES</b>	<b>451,864</b>	<b>8.5%</b>	<b>34,759</b>	<b>8.5%</b>
<b><u>FACILITY EXPENSE</u></b>				
MAINTENANCE CONTRACTS	25,663	0.5%	1,974	0.5%
BUSINESS DUES & LICENSES	8,045	0.2%	619	0.2%
EXTERMINATOR	4,022	0.1%	309	0.1%
R/M - BUILDING	13,947	0.3%	1,073	0.3%
R/M - INSTALLED EQUIPMENT	13,947	0.3%	1,073	0.3%
SECURITY	-	0.0%	-	0.0%
WASTE REMOVAL	26,500	0.5%	2,038	0.5%
<b>TOTAL FACILITY EXPENSE</b>	<b>92,125</b>	<b>1.7%</b>	<b>7,087</b>	<b>1.7%</b>
<b><u>ADMINISTRATIVE &amp; GENERAL EXPENSES</u></b>				
FINTECH	1,395	0.0%	107	0.0%
CASH OVER/SHORT	-	0.0%	-	0.0%
COMPUTER SUPPLIES	3,601	0.1%	277	0.1%
DUES, SUBSCRIPTIONS & MEMBERSHIPS	5,300	0.1%	408	0.1%
GENERAL LIABILITY INSURANCE	47,700	0.9%	3,669	0.9%
GIFT CARD EXPENSE	5,300	0.1%	408	0.1%
MISCELLANEOUS	5,579	0.1%	429	0.1%
OFFICE SUPPLIES	11,158	0.2%	858	0.2%
POSTAGE & DELIVERY	1,640	0.0%	126	0.0%
PRINTING & REPRODUCTION	5,300	0.1%	408	0.1%
ACCOUNTANT/RSI	55,789	1.1%	4,291	1.1%
LEGAL	8,368	0.2%	644	0.2%
RECRUITER	26,500	0.5%	-	0.0%
RESEARCH & DEVELOPMENT	11,158	0.2%	858	0.2%
TELEPHONE	7,978	0.2%	614	0.2%
ELECTRICITY	63,600	1.2%	4,892	1.2%
GAS	26,500	0.5%	2,038	0.5%
SEWER	7,811	0.1%	601	0.1%
<b>TOTAL ADMIN &amp; GENERAL EXPENSES</b>	<b>294,677</b>	<b>5.6%</b>	<b>20,629</b>	<b>5.1%</b>
<b>TOTAL EXPENSES</b>	<b>2,790,115</b>	<b>52.6%</b>	<b>206,470</b>	<b>50.6%</b>
<b>NET INCOME From Operations</b>	<b>941,885</b>	<b>17.8%</b>	<b>80,607</b>	<b>19.8%</b>
<b><u>OTHER INCOME</u></b>				
INTEREST INCOME	-	0.0%	-	0.0%
MARKETING EVENTS	-	0.0%	-	0.0%
<b>TOTAL OTHER INCOME</b>	<b>-</b>	<b>0.0%</b>	<b>-</b>	<b>0.0%</b>
<b><u>OTHER EXPENSE</u></b>				
RENT EXP TAXES & CAM	132,500	2.5%	10,192	2.5%
management	53,000	1.0%	8,154	2.0%
debt service	212,000	4.0%	-	-
<b>TOTAL OTHER EXPENSE</b>	<b>397,500</b>	<b>7.5%</b>	<b>18,346</b>	<b>4.5%</b>
<b>TOTAL OTHER INCOME/(EXPENSE)</b>	<b>(397,500)</b>	<b>-7.5%</b>	<b>(18,346)</b>	<b>-4.5%</b>
<b>NET INCOME</b>	<b>544,385</b>	<b>10.3%</b>	<b>62,260</b>	<b>15.3%</b>

**FOTL  
PROFORMA  
2023**

**SALES:**

**FOOD SALES**

DINE-IN/CATERING

**TOTAL FOOD SALES**

**BAR SALES**

BEER SALES

LIQUOR SALES

WINE SALES

**TOTAL LIQUOR BEER & WINE SALES**

**TOTAL SALES**

Weekly Sales

Weeks in the Period

**COST OF SALES - FOOD**

COS MEAT

COS FISH

COS BREAD

COS DAIRY

COS PRODUCE

COS COOKING OIL

COS GENERAL GROCERY

**TOTAL COS GROCERY**

**COST OF SALES - BAR**

COS LIQUOR

COS BEER

COGS CONSUMABLES

COS WINE

**TOTAL COS LIQUOR & WINE**

**TOTAL COST OF GOODS SOLD**

**GROSS PROFIT**

**CONTROLLABLE EXPENSES**

**FOH WAGES**

SERVERS

BUSBOYS

BARTENDER

HOST/HOSTESS

JANITORIAL

**TOTAL FOH WAGES**

**BOH WAGES**

COOKS

DISHWASHER

**TOTAL BOH WAGES**

**OTHER WAGES**

TRAINING

SALARY

BONUS

SUPERVISOR

**TOTAL OTHER WAGES**

**TOTAL WAGES**

**BENEFITS**

EMPLOYEE INCENTIVES

EMPLOYER SHARE FICA

STATE UNEMPLOYMENT

FEDERAL UNEMPLOYMENT

WORKERS COMP

EMPLOYEE INSURANCE

**TOTAL BENEFITS**

**TOTAL WAGES & BENEFITS**

	6,500,000		PERIOD SALES	
DINE-IN/CATERING	3,800,000	58.5%	292,307.69	58.5%
<b>TOTAL FOOD SALES</b>	3,800,000	58.5%	292,308	58.5%
<b>BAR SALES</b>				
BEER SALES	400,000	6.2%	30,769.23	6.2%
LIQUOR SALES	1,400,000	21.5%	107,692.31	21.5%
WINE SALES	900,000	13.8%	69,230.77	13.8%
<b>TOTAL LIQUOR BEER &amp; WINE SALES</b>	2,700,000	41.5%	207,692	41.5%
<b>TOTAL SALES</b>	6,500,000	100.0%	500,000	100.0%
Weekly Sales	125,000		125,000	
Weeks in the Period	52		4	
<b>COST OF SALES - FOOD</b>				
COS MEAT	266,000	7.0%	20,462	7.0%
COS FISH	380,000	10.0%	29,231	10.0%
COS BREAD	38,000	1.0%	2,923	1.0%
COS DAIRY	76,000	2.0%	5,846	2.0%
COS PRODUCE	228,000	6.0%	17,538	6.0%
COS COOKING OIL	38,000	1.0%	2,923	1.0%
COS GENERAL GROCERY	190,000	5.0%	14,615	5.0%
<b>TOTAL COS GROCERY</b>	1,216,000	32.0%	93,538	32.0%
<b>COST OF SALES - BAR</b>				
COS LIQUOR	266,000	19.0%	20,462	19.0%
COS BEER	100,000	25.0%	7,692	25.0%
COGS CONSUMABLES	56,000	4.0%	4,308	4.0%
COS WINE	279,000	31.0%	21,462	31.0%
<b>TOTAL COS LIQUOR &amp; WINE</b>	701,000	26.0%	53,923	26.0%
<b>TOTAL COST OF GOODS SOLD</b>	1,917,000	29.5%	147,462	29.5%
<b>GROSS PROFIT</b>	4,583,000	70.5%	352,538	70.5%
<b>CONTROLLABLE EXPENSES</b>				
<b>FOH WAGES</b>				
SERVERS	162,500	2.5%	12,500	2.5%
BUSBOYS	97,500	1.5%	5,000	1.0%
BARTENDER	78,684	1.2%	6,053	1.2%
HOST/HOSTESS	65,000	1.0%	5,000	1.0%
JANITORIAL	9,866	0.2%	759	0.2%
<b>TOTAL FOH WAGES</b>	413,551	6.4%	29,312	5.9%
<b>BOH WAGES</b>				
COOKS	520,000	8.0%	35,000	7.0%
DISHWASHER	175,131	2.7%	13,472	2.7%
<b>TOTAL BOH WAGES</b>	695,131	10.7%	48,472	9.7%
<b>OTHER WAGES</b>				
TRAINING	97,500	1.5%	7,500	1.5%
SALARY	780,000	12.0%	60,000	12.0%
BONUS	91,000	1.4%	7,000	1.4%
SUPERVISOR	-		-	
<b>TOTAL OTHER WAGES</b>	968,500	14.9%	74,500	14.9%
<b>TOTAL WAGES</b>	2,077,181	32.0%	152,283	30.5%
<b>BENEFITS</b>				
EMPLOYEE INCENTIVES	13,684	0.2%	1,053	0.2%
EMPLOYER SHARE FICA	222,368	3.4%	17,105	3.4%
STATE UNEMPLOYMENT	53,026	0.8%	4,079	0.8%
FEDERAL UNEMPLOYMENT	6,842	0.1%	526	0.1%
WORKERS COMP	20,184	0.3%	1,553	0.3%
EMPLOYEE INSURANCE		0.0%	-	0.0%
<b>TOTAL BENEFITS</b>	316,105	4.9%	24,316	4.9%
<b>TOTAL WAGES &amp; BENEFITS</b>	2,393,286	36.8%	176,599	35.3%

<b><u>DIRECT OPERATING EXPENSES</u></b>				
CABLE TV	7,485	0.1%	576	0.1%
CHINA REPLACEMENT	27,368	0.4%	2,105	0.4%
CREDIT CARD FEES	162,500	2.5%	12,500	2.5%
EQUIPMENT RENTAL	9,001	0.1%	692	0.1%
GLASSWARE REPLACEMENT	15,874	0.2%	1,221	0.2%
JANITORIAL SUPPLY	47,553	0.7%	3,658	0.7%
KITCHEN SUPPLIES	30,105	0.5%	2,316	0.5%
LINEN	73,895	1.1%	5,684	1.1%
PAPER & PLASTIC SUPPLIES(TO GO SUPPLIES)	61,579	0.9%	4,737	0.9%
FOH SUPPLIES	13,684	0.2%	1,053	0.2%
UNIFORMS/DRY CLEANING	6,842	0.1%	526	0.1%
VALET PARKING	-	0.0%	-	0.0%
CUSTOMER RELATIONS	7,184	0.1%	553	0.1%
PR-ADVERTISING	50,050	0.8%	3,850	0.8%
PRINTING & DESIGN	34,211	0.5%	2,632	0.5%
CONTRIBUTIONS/DONATIONS:	6,842	0.1%	526	0.1%
<b>TOTAL DIRECT OPERATING EXPENSES</b>	<b>554,173</b>	<b>8.5%</b>	<b>42,629</b>	<b>8.5%</b>
<b><u>FACILITY EXPENSE</u></b>				
MAINTENANCE CONTRACTS	31,474	0.5%	2,421	0.5%
BUSINESS DUES & LICENSES	9,866	0.2%	759	0.2%
EXTERMINATOR	4,933	0.1%	379	0.1%
R/M - BUILDING	17,105	0.3%	1,316	0.3%
R/M - INSTALLED EQUIPMENT	17,105	0.3%	1,316	0.3%
SECURITY	-	0.0%	-	0.0%
WASTE REMOVAL	32,500	0.5%	2,500	0.5%
<b>TOTAL FACILITY EXPENSE</b>	<b>112,984</b>	<b>1.7%</b>	<b>8,691</b>	<b>1.7%</b>
<b><u>ADMINISTRATIVE &amp; GENERAL EXPENSES</u></b>				
FINTECH	1,711	0.0%	132	0.0%
CASH OVER/SHORT	-	0.0%	-	0.0%
COMPUTER SUPPLIES	4,417	0.1%	340	0.1%
DUES, SUBSCRIPTIONS & MEMBERSHIPS	6,500	0.1%	500	0.1%
GENERAL LIABILITY INSURANCE	58,500	0.9%	4,500	0.9%
GIFT CARD EXPENSE	6,500	0.1%	500	0.1%
MISCELLANEOUS	6,842	0.1%	526	0.1%
OFFICE SUPPLIES	13,684	0.2%	1,053	0.2%
POSTAGE & DELIVERY	2,012	0.0%	155	0.0%
PRINTING & REPRODUCTION	6,500	0.1%	500	0.1%
ACCOUNTANT/RSI	68,421	1.1%	5,263	1.1%
LEGAL	10,263	0.2%	789	0.2%
RECRUITER	-	0.0%	-	0.0%
RESEARCH & DEVELOPMENT	13,684	0.2%	1,053	0.2%
TELEPHONE	9,784	0.2%	753	0.2%
ELECTRICITY	78,000	1.2%	6,000	1.2%
GAS	32,500	0.5%	2,500	0.5%
SEWER	9,579	0.1%	737	0.1%
<b>TOTAL ADMIN &amp; GENERAL EXPENSES</b>	<b>328,897</b>	<b>5.1%</b>	<b>25,300</b>	<b>5.1%</b>
<b>TOTAL EXPENSES</b>	<b>3,389,339</b>	<b>52.1%</b>	<b>253,218</b>	<b>50.6%</b>
<b>NET INCOME From Operations</b>	<b>1,193,661</b>	<b>18.4%</b>	<b>99,320</b>	<b>19.9%</b>
<b><u>OTHER INCOME</u></b>				
INTEREST INCOME	-	0.0%	-	0.0%
MARKETING EVENTS	-	0.0%	-	0.0%
<b>TOTAL OTHER INCOME</b>	<b>-</b>	<b>0.0%</b>	<b>-</b>	<b>0.0%</b>
<b><u>OTHER EXPENSE</u></b>				
RENT EXP TAXES & CAM	162,500	2.5%	12,500	2.5%
management	65,000	1.0%	10,000	2.0%
debt service	260,000	4.0%		
<b>TOTAL OTHER EXPENSE</b>	<b>487,500</b>	<b>7.5%</b>	<b>22,500</b>	<b>4.5%</b>
<b>TOTAL OTHER INCOME/(EXPENSE)</b>	<b>(487,500)</b>	<b>-7.5%</b>	<b>(22,500)</b>	<b>-4.5%</b>
<b>NET INCOME</b>	<b>706,161</b>	<b>10.9%</b>	<b>76,820</b>	<b>15.4%</b>

**FOTL  
PROFORMA  
2023**

**SALES:**

**FOOD SALES**

DINE-IN/CATERING

**TOTAL FOOD SALES**

**BAR SALES**

BEER SALES

LIQUOR SALES

WINE SALES

**TOTAL LIQUOR BEER & WINE SALES**

**TOTAL SALES**

Weekly Sales

Weeks in the Period

**COST OF SALES - FOOD**

COS MEAT

COS FISH

COS BREAD

COS DAIRY

COS PRODUCE

COS COOKING OIL

COS GENERAL GROCERY

**TOTAL COS GROCERY**

**COST OF SALES - BAR**

COS LIQUOR

COS BEER

COGS CONSUMABLES

COS WINE

**TOTAL COS LIQUOR & WINE**

**TOTAL COST OF GOODS SOLD**

**GROSS PROFIT**

**CONTROLLABLE EXPENSES**

**FOH WAGES**

SERVERS

BUSBOYS

BARTENDER

HOST/HOSTESS

JANITORIAL

**TOTAL FOH WAGES**

**BOH WAGES**

COOKS

DISHWASHER

**TOTAL BOH WAGES**

**OTHER WAGES**

TRAINING

SALARY

BONUS

SUPERVISOR

**TOTAL OTHER WAGES**

**TOTAL WAGES**

**BENEFITS**

EMPLOYEE INCENTIVES

EMPLOYER SHARE FICA

STATE UNEMPLOYMENT

FEDERAL UNEMPLOYMENT

WORKERS COMP

EMPLOYEE INSURANCE

**TOTAL BENEFITS**

**TOTAL WAGES & BENEFITS**

**DIRECT OPERATING EXPENSES**

	<b>7,200,000</b>		<b>PERIOD SALES</b>	
DINE-IN/CATERING	4,300,000	59.7%	330,769.23	59.7%
<b>TOTAL FOOD SALES</b>	4,300,000	59.7%	330,769	59.7%
<b><u>BAR SALES</u></b>				
BEER SALES	300,000	4.2%	23,076.92	4.2%
LIQUOR SALES	1,800,000	25.0%	138,461.54	25.0%
WINE SALES	800,000	11.1%	61,538.46	11.1%
<b>TOTAL LIQUOR BEER &amp; WINE SALES</b>	2,900,000	40.3%	223,077	40.3%
<b>TOTAL SALES</b>	7,200,000	100.0%	553,846	100.0%
Weekly Sales	138,462		138,462	
Weeks in the Period	52		4	
<b><u>COST OF SALES - FOOD</u></b>				
COS MEAT	301,000	7.0%	23,154	7.0%
COS FISH	430,000	10.0%	33,077	10.0%
COS BREAD	43,000	1.0%	3,308	1.0%
COS DAIRY	86,000	2.0%	6,615	2.0%
COS PRODUCE	258,000	6.0%	19,846	6.0%
COS COOKING OIL	43,000	1.0%	3,308	1.0%
COS GENERAL GROCERY	215,000	5.0%	16,538	5.0%
<b>TOTAL COS GROCERY</b>	1,376,000	32.0%	105,846	32.0%
<b><u>COST OF SALES - BAR</u></b>				
COS LIQUOR	342,000	19.0%	26,308	19.0%
COS BEER	75,000	25.0%	5,769	25.0%
COGS CONSUMABLES	72,000	4.0%	5,538	4.0%
COS WINE	248,000	31.0%	19,077	31.0%
<b>TOTAL COS LIQUOR &amp; WINE</b>	737,000	25.4%	56,692	25.4%
<b>TOTAL COST OF GOODS SOLD</b>	2,113,000	29.3%	162,538	29.3%
<b>GROSS PROFIT</b>	5,087,000	70.7%	391,308	70.7%
<b>CONTROLLABLE EXPENSES</b>				
<b><u>FOH WAGES</u></b>				
SERVERS	180,000	2.5%	13,846	2.5%
BUSBOYS	72,000	1.0%	5,538	1.0%
BARTENDER	87,158	1.2%	6,704	1.2%
HOST/HOSTESS	72,000	1.0%	5,538	1.0%
JANITORIAL	10,929	0.2%	841	0.2%
<b>TOTAL FOH WAGES</b>	422,087	5.9%	32,468	5.9%
<b><u>BOH WAGES</u></b>				
COOKS	504,000	7.0%	38,769	7.0%
DISHWASHER	193,991	2.7%	14,922	2.7%
<b>TOTAL BOH WAGES</b>	697,991	9.7%	53,692	9.7%
<b><u>OTHER WAGES</u></b>				
TRAINING	36,000	0.5%	2,769	0.5%
SALARY	792,000	11.0%	60,923	11.0%
BONUS	100,800	1.4%	7,754	1.4%
SUPERVISOR	-		-	
<b>TOTAL OTHER WAGES</b>	928,800	12.9%	71,446	12.9%
<b>TOTAL WAGES</b>	2,048,877	28.5%	157,606	28.5%
<b><u>BENEFITS</u></b>				
EMPLOYEE INCENTIVES	15,158	0.2%	1,166	0.2%
EMPLOYER SHARE FICA	246,316	3.4%	18,947	3.4%
STATE UNEMPLOYMENT	58,737	0.8%	4,518	0.8%
FEDERAL UNEMPLOYMENT	7,579	0.1%	583	0.1%
WORKERS COMP	22,358	0.3%	1,720	0.3%
EMPLOYEE INSURANCE	-	0.0%	-	0.0%
<b>TOTAL BENEFITS</b>	350,147	4.9%	26,934	4.9%
<b>TOTAL WAGES &amp; BENEFITS</b>	2,399,025	33.3%	184,540	33.3%
<b><u>DIRECT OPERATING EXPENSES</u></b>				

CABLE TV	8,291	0.1%	638	0.1%
CHINA REPLACEMENT	30,316	0.4%	2,332	0.4%
CREDIT CARD FEES	180,000	2.5%	13,846	2.5%
EQUIPMENT RENTAL	9,970	0.1%	767	0.1%
GLASSWARE REPLACEMENT	17,583	0.2%	1,353	0.2%
JANITORIAL SUPPLY	52,674	0.7%	4,052	0.7%
KITCHEN SUPPLIES	33,347	0.5%	2,565	0.5%
LINEN	81,853	1.1%	6,296	1.1%
PAPER & PLASTIC SUPPLIES(TO GO SUPPLIES)	68,211	0.9%	5,247	0.9%
FOH SUPPLIES	15,158	0.2%	1,166	0.2%
UNIFORMS/DRY CLEANING	7,579	0.1%	583	0.1%
VALET PARKING	-	0.0%	-	0.0%
CUSTOMER RELATIONS	7,958	0.1%	612	0.1%
PR-ADVERTISING	55,440	0.8%	4,265	0.8%
PRINTING & DESIGN	37,895	0.5%	2,915	0.5%
CONTRIBUTIONS/DONATIONS:	7,579	0.1%	583	0.1%
<b>TOTAL DIRECT OPERATING EXPENSES</b>	<b>613,853</b>	<b>8.5%</b>	<b>47,219</b>	<b>8.5%</b>
<b>FACILITY EXPENSE</b>				
MAINTENANCE CONTRACTS	34,863	0.5%	2,682	0.5%
BUSINESS DUES & LICENSES	10,929	0.2%	841	0.2%
EXTERMINATOR	5,464	0.1%	420	0.1%
R/M - BUILDING	18,947	0.3%	1,457	0.3%
R/M - INSTALLED EQUIPMENT	18,947	0.3%	1,457	0.3%
SECURITY	-	0.0%	-	0.0%
WASTE REMOVAL	36,000	0.5%	2,769	0.5%
<b>TOTAL FACILITY EXPENSE</b>	<b>125,151</b>	<b>1.7%</b>	<b>9,627</b>	<b>1.7%</b>
<b>ADMINISTRATIVE &amp; GENERAL EXPENSES</b>				
FINTECH	1,895	0.0%	146	0.0%
CASH OVER/SHORT	-	0.0%	-	0.0%
COMPUTER SUPPLIES	4,892	0.1%	376	0.1%
DUES, SUBSCRIPTIONS & MEMBERSHIPS	7,200	0.1%	554	0.1%
GENERAL LIABILITY INSURANCE	64,800	0.9%	4,985	0.9%
GIFT CARD EXPENSE	7,200	0.1%	554	0.1%
MANAGEMENT FEES	144,000	2.0%	11,077	2.0%
MISCELLANEOUS	7,579	0.1%	583	0.1%
OFFICE SUPPLIES	15,158	0.2%	1,166	0.2%
POSTAGE & DELIVERY	2,228	0.0%	171	0.0%
PRINTING & REPRODUCTION	7,200	0.1%	554	0.1%
ACCOUNTANT/RSI	75,789	1.1%	5,830	1.1%
LEGAL	11,368	0.2%	874	0.2%
RECRUITER	-	0.0%	-	0.0%
RESEARCH & DEVELOPMENT	15,158	0.2%	1,166	0.2%
TELEPHONE	10,838	0.2%	834	0.2%
ELECTRICITY	72,000	1.0%	5,538	1.0%
GAS	21,600	0.3%	1,662	0.3%
SEWER	10,611	0.1%	816	0.1%
<b>TOTAL ADMIN &amp; GENERAL EXPENSES</b>	<b>479,516</b>	<b>6.7%</b>	<b>36,886</b>	<b>6.7%</b>
<b>TOTAL EXPENSES</b>	<b>3,617,545</b>	<b>50.2%</b>	<b>278,273</b>	<b>50.2%</b>
<b>NET INCOME From Operations</b>	<b>1,469,455</b>	<b>20.4%</b>	<b>113,035</b>	<b>20.4%</b>
<b>OTHER INCOME</b>				
INTEREST INCOME	-	0.0%	-	0.0%
MARKETING EVENTS	-	0.0%	-	0.0%
<b>TOTAL OTHER INCOME</b>	<b>-</b>	<b>0.0%</b>	<b>-</b>	<b>0.0%</b>
<b>OTHER EXPENSE</b>				
RENT EXP TAXES & CAM	180,000	2.5%	13,846	2.5%
MANAGEMENT	144,000	2.0%	11,077	2.0%
<b>TOTAL OTHER EXPENSE</b>	<b>324,000</b>	<b>4.5%</b>	<b>24,923</b>	<b>4.5%</b>
<b>TOTAL OTHER INCOME/(EXPENSE)</b>	<b>(324,000)</b>	<b>-4.5%</b>	<b>(24,923)</b>	<b>-4.5%</b>
<b>NET INCOME</b>	<b>1,145,455</b>	<b>15.9%</b>	<b>88,112</b>	<b>15.9%</b>

<b>DG FOXTAIL SUNDAY</b>	
Sales	<b>\$14,173.70</b>
Last Year	\$7,320.73
Variance:	\$6,852.97
WTD Sales:	\$73,024.97
Last Year WTD	\$56,606.22
Variance:	\$16,418.75
Labor\$	
Labor%:	
Comp %	4.80%
Comp\$:	\$682.80
Head Count:	405
Check Average:	\$35.00

<b>DG FOXTAIL SUNDAY</b>	
Sales	<b>\$10,231.01</b>
Last Year	\$13,473.00
Variance:	<b>(\$3,241.99)</b>
WTD Sales:	\$71,974.91
Last Year WTD	\$64,363.37
Variance:	\$7,611.54
Labor\$	
Labor%:	
Comp %	4.70%
Comp\$:	\$480.10
Head Count:	262
Check Average:	\$39.91

<b>DG FOXTAIL SUNDAY</b>	
<b>Sales</b>	<b>\$21,409.20</b>
Last Year	\$13,757.00
Variance:	\$7,652.20
WTD Sales:	\$87,071.05
Last Year WTD	\$71,170.60
Variance:	\$15,900.45
Labor\$	
Labor%:	
Comp %	3.60%
Comp\$:	\$776.80
Head Count:	529
Check Average:	\$41.11



## WEEKLY UPDATE

Week of: 5-1-2023

**Today's Date:** 5/5/23  
**Project Name:** Foxtail on the Lake  
**Address:** 1177 Howard Ave  
Des Plaines IL, 60018

**Project Manager:** DJ Tonyan  
**Project Engineer:** Alec Westerhoff  
**Superintendent:** Aurelio Marquez

### PROJECT DELAYS:

~~10/3/22 Building permit.~~  
~~11/16/22 Abatement Permit issued.~~  
~~Start of project to 12/2/22 Sprinkler approval. This delayed underground plumbing installation.~~  
Weather Delays for roofing, steel deck installation, & wood decking installation.  
~~Transformer and electrical panel lead times (awaiting ICT approval).~~  
~~2/27/23 Issued for permit revision.~~  
2/23/23 Nicor Gas Meter.  
~~ComEd CTs delivered and installed 4/6/23 New transformer switch on 4/27.~~  
~~Sprinkler back to outside of soffit awaiting SK.~~  
Sprinkler installation.  
Folding doors ETA middle of June. Need to acclimate space.  
Floor Selection for main floor.  
All Specialty Lighting Fixtures.  
Countertops, Middle Island beer taper conflict, Glazing shop Drawings review, TriMark to confirm openings.

### OWNER ACTION ITEMS:

1. None

### OVERVIEW BY TRADE:

#### CARPENTRY:

- ERA Construction framed server station at deck.
- Installed exterior door slabs and added hardware.
- Installed ceiling grid in new addition.
- Started installing all ceiling tile borders at kitchen ceiling.
- Continues installing wood deck.
- Framed and installed durock for epoxy at service 116.
- Started Drywall in bathrooms.
- Started framing of exterior south wall and continued with inside framing.
- Picked up spoils on exterior North grounds.

#### ComEd:

- Came inspected installation and removed old CTs and one old meter.

# 41 North Contractors

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## **STEEL:**

- Nicks Metal added and welded steel plate at perimeter.
- Made holes in steel for down spouts.

## **ELECTRICAL:**

- Bonus Electric continued electrical installation throughout space.
- Installed lights in kitchen.

## **ROOFER:**

- Riddiford roofing continued working on the existing building roof adding layer of liquid guard.
- Installed break metal at new addition.
- Installed building expansion joint.

## **HVAC:**

- Columbia sheet metal installing black iron at pizza oven.
- Started installing flex for diffusers at kitchen addition.

## **LABOR:**

- 123 Labor came and cleaned space and removed spoils.

## **PAINTER:**

- Eliacostas Painting came and painted 6" main and started the branches.

## **PLUMBER:**

- Norman Mechanical installed a water line outside to hose bibb at server station.
- Re-installed vent in lower-level park district bathroom.

## **CITY OF DESPLAINES PUBLIC WORKS:**

- The public works department installed a water meter sensor outside our space.

## **INSPECTIONS:**

- The city of Des Plaines Passed us on black iron inspection.
- Passed us on HVAC inspection.

## **GLAZING:**

- IG Commercial came and installed window frames in the dining room south wall.
- Installed private dining windows and double doors.
- Installed all three single doors frames and side lights on south elevation.

## **COMCAST:**

- Comcast came and installed underground wire from street to inside building.

## **LOW VOLTAGE:**

- D&J Audio finished pulling wire at new kitchen addition for toast.

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## SPRINKLER:

- Shamrock Fire Protection is installing branch lines coming down from 6" main at peak of building.

## WORK FOR NEXT WEEK:

- Nick's Metal Railing pending. Installing 4" tube steel for mezzanine railing on Monday. VIF for stairs.
- Bonus Electric to continue rough electrical installation where possible. Start overhead in dining room. Finish AV and fire alarm installation. Finish roughing low voltage for t-stats and sensors.
- Columbia to install air handlers in the mechanical room. Finish black Iron for pizza oven. Install ductwork at soffits.
- ERA construction to continue framing wherever possible. Install drywall wherever possible. Continue installing decking. **Install new beams at mezzanine.** Install sleepers and tongue and groove subfloor.
- Riddiford roofing to finish roofing.
- Nicor Gas pending.
- Shamrock fire protection to continue installing sprinklers throughout space, finish dining room asap.
- D&J to continue low voltage wiring installation whenever possible.
- IG commercial to continue installing frames. Install glazing when it arrives.
- City of Des Plaines to give us an above ceiling electrical.
- Eliacostas to paint sprinkler pipe and hangers. Paint brass light fixtures.
- Broadleaf flooring to come and install epoxy floor in new kitchen addition.

**3 Week look ahead Schedule attached separately.**

## PICTURES:



*Aerial view of The Foxtail On The Lake.*

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*Durock and drywall installed in restrooms.*



*FRP done being installed in kitchen.*



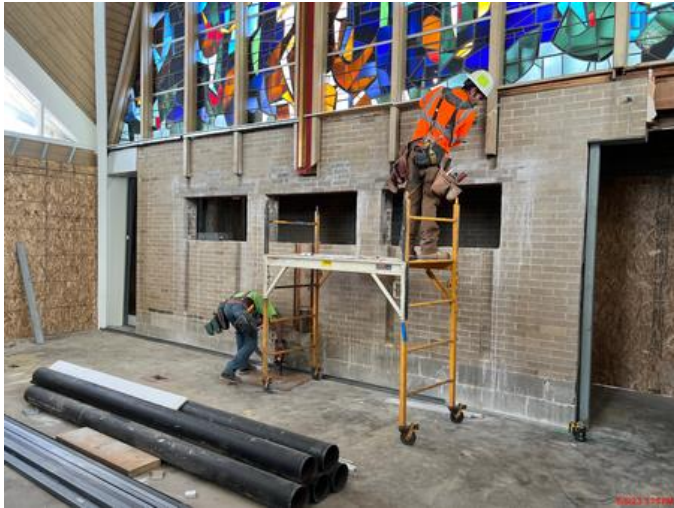
*Ceiling grid installed.*



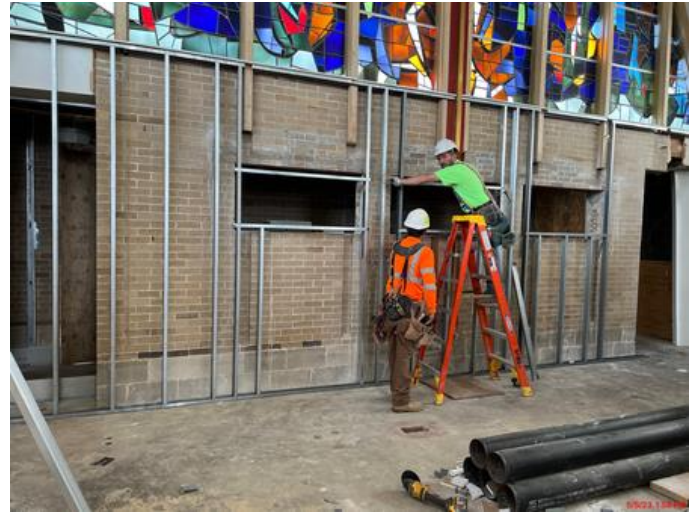
*Ceiling grid with new lights installed.*



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*Wall being framed.*



*Return openings framed up.*



*Door hardware being installed.*



*Service 116 framed and prepped for epoxy installation.*



*South elevation exterior wall framed.*



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*Gutters, new windows, and doors installed.*



*Private dining room double doors and side lights installed.*

*View of deck.*



*Closure steel plate being installed.*

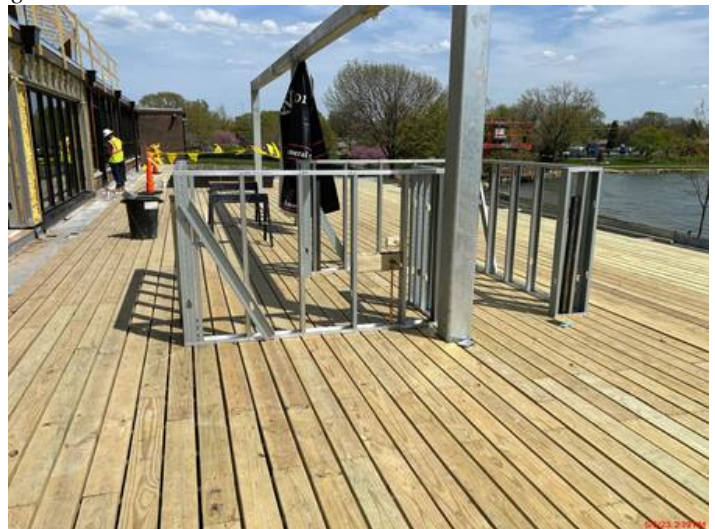
# 41 North Contractors



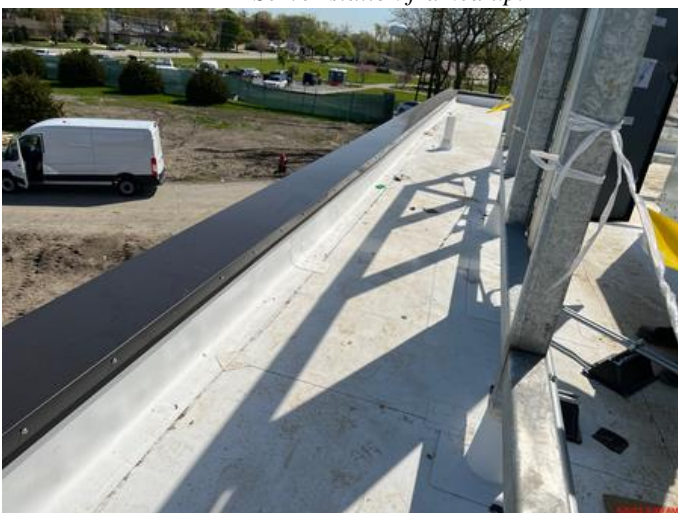
*Decking being installed.*



*Server station framed up.*



*Hose bibb installed at server station.*



*Break metal installed at new roof.*



*TPO installed from new roof to old roof.*

# 41 North Contractors



*Break metal installed at parapet wall.*



*Expansion joint installed.*



*Condenser units for cooler and freezer.*



*Exhaust fans on roof, wired into pipe portal.*



*Drains exposed for epoxy installation Monday.*





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*Drains exposed for epoxy installation Monday.*



*Funnel drain installed for epoxy installation.*



*Ceiling grid being installed over door of Ansul system.*



*Black iron being installed over pizza oven.*



*Mezzanine beams to be installed.*



# 41 North Contractors



*Lights in cooler and freezer.*



*Aerial View of The Foxtail On The Lake.*