



## CITY COUNCIL AGENDA

Tuesday, September 5, 2023

Closed Session – 6:00 p.m.

Regular Session – 7:00 p.m.

Room 102

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### **CALL TO ORDER**

### **CLOSED SESSION**

SEMI-ANNUAL REVIEW OF CLOSED SESSION MINUTES

PROBABLE OR IMMINENT LITIGATION

PERSONNEL

SALE OF PROPERTY

PURCHASE OR LEASE OF PROPERTY

ONGOING OR PENDING LITIGATION

### **REGULAR SESSION**

ROLL CALL

PRAAYER

PLEDGE OF ALLEGIANCE

### **PROCLAMATION**

NATIONAL LIBRARY CARD SIGN-UP MONTH

### **PUBLIC COMMENT**

(matters not on the agenda)

### **ALDERMEN ANNOUNCEMENTS/COMMENTS**

### **MAYORAL ANNOUNCEMENTS/COMMENTS**

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

### **MANAGER'S REPORT**

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

**CONSENT AGENDA**

1. **FIRST READING – ORDINANCE M-14-23:** Approving a New Class A-1 Liquor License (Tavern, Seats 251-500, for On-Site Consumption) for The Foxtail OTL, LLC d/b/a Foxtail on the Lake
2. **FIRST READING – ORDINANCE M-15-23:** Authorizing the Disposal of the Listed Vehicles/Equipment Through Obenauf Auction Service, Inc., Round Lake, Illinois
3. **RESOLUTION R-157-23:** Approving the Purchase of Firecom Base Stations and Wireless Headsets in the Amount of \$46,452.35 from Fleet Safety Supply. Budgeted Funds – Fire/Emergency Services.
4. **RESOLUTION R-158-23:** Approving the Central Road Pump Station Motor Control Center (MCC) Purchase in the Amount of \$90,900.00 from Paramont-EO, Inc., Chicago, Illinois. Budgeted Funds – Water/Sewer.
5. **RESOLUTION R-159-23:** Approving the Central Road Pump Station Variable Frequency Drives (VFDs) Purchase in the Amount of \$73,000.00 from LAI, Ltd., Rolling Meadows, Illinois. Budgeted Funds – Water/Sewer.
6. **RESOLUTION R-160-23:** Approving the Purchase of Staff Vehicle Emergency Equipment from Fleet Safety Supply in the Amount of \$40,751.10. Budgeted Funds – Equipment Replacement/Fire Department/Equipment.
7. **RESOLUTION R-161-23:** Approving Emergency Water Main Material Purchases from Core & Main, LP, Carol Stream, Illinois in the Amount of \$93,128.45 and Mid-American Water & Sewer, Inc., Wauconda, Illinois in the Amount of \$55,683.00 and Approving an Additional \$400,000.00 for Future Emergency Water Main Materials, as Needed. Funded by Water Fund/Contingency.
8. **RESOLUTION R-162-23:** Approving Emergency Water Main Repairs and Replacements in the Not-to-Exceed Amount of \$88,095.50 by Berger Excavating Contractors, Wauconda, Illinois, \$149,456.22 by MQ Construction, Chicago, Illinois, and \$35,814.93 by John Neri Construction Co., Inc., Addison, Illinois and Approving an Additional \$750,000.00 for Future Emergency Water Main Repairs and Replacements, as Needed. Funded by Water Fund/Contingency.
9. Minutes/Regular Meeting – August 21, 2023
10. Minutes/Closed Session – August 21, 2023

**UNFINISHED BUSINESS**

1. **SECOND READING – ORDINANCE M-3-23:** Consideration of the Acquisition, Through Condemnation of Fee Simple Title, to the Property Located at 1504 Miner Street (*deferred from 7/17/23 City Council Meeting*)

**NEW BUSINESS**

1. **FINANCE & ADMINISTRATION** – Alderman Dick Sayad, Chair
  - a. Warrant Register in the Amount of \$4,744,186.80 – **RESOLUTION R-163-23**
  
2. **COMMUNITY DEVELOPMENT** – Alderman Colt Moylan, Chair
  - a. Consideration of a Zoning Text Amendment to Remove the Minimum Planned Unit Development (PUD) Size Regulation for Certain Developments in Residential Districts – **FIRST READING – ORDINANCE Z-23-23**
  - b. Consideration of Major Variations for Trellis Height and Width in the R-1 District at 1378 Margret Street – **FIRST READING – ORDINANCE Z-24-23**
  - c. Consideration of an Amended Development Agreement to Exclude Adjacent Park at 1330 Webford and Pay All Building Permit Fees in Connection with the Proposed Mixed-Use Residential, Commercial, and Parking Development at 622 Graceland Avenue and 1332-1368 Webford Avenue – **RESOLUTION R-164-23**
  - d. Consideration of a Second Amendment to the Purchase and Sale Agreement for 1332 Webford Avenue to Waive Certain Post-Closing Conditions (Related to Graceland-Webford Mixed-Use Development) – **RESOLUTION R-165-23**
  
3. **PUBLIC WORKS** – Alderman Mike Charewicz, Chair
  - a. Discussion and Consideration of an Amendment to the City Code Regarding Water Rates and Sewer Fees – **FIRST READING – ORDINANCE M-16-23**
  
4. **LEGAL & LICENSING** – Alderman Carla Brookman, Chair
  - a. Consideration of the Engagement of RobbinsDiMonte, Ltd., as Prosecuting Attorneys for the City of Des Plaines – **RESOLUTION R-166-23**

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

**ADJOURNMENT**

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

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



MEMORANDUM

Date: August 21, 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 September 5, 2023 City Council Meeting, we will be issuing a Proclamation declaring the Month of September as National Library Card Sign-Up Month.

**OFFICE OF THE MAYOR**

**CITY OF**

**DES PLAINES, ILLINOIS**

**WHEREAS,** *libraries stand as the vibrant heart of our communities, nurturing a love for knowledge, learning, and culture; and*

**WHEREAS,** *the Des Plaines Public Library consistently exemplifies its unwavering commitment to providing a diverse array of resources, educational materials, and enriching programs that elevate the lives of its valued patrons; and*

**WHEREAS,** *a library card symbolizes a powerful key that unlocks the gateway to a world of boundless information, empowering individuals to explore new horizons; and*

**WHEREAS,** *by registering for a library card at the Des Plaines Public Library, residents can immerse themselves in an abundance of knowledge and cultural experiences that will elevate their lives, enrich our entire community, and help build a stronger, more enlightened Des Plaines.*

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

**NATIONAL LIBRARY CARD SIGN-UP MONTH**

*Dated this 5<sup>th</sup> day of September 2023.*

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*Andrew Goczkowski, Mayor*



MEMORANDUM

Date: August 9, 2023  
To: Honorable Aldermen  
From: Andrew Goczkowski, Local Liquor Commissioner  
Cc: Jordan Ellena, Development Services Manager, Community and Economic Development  
Subject: Liquor License Request for an Increase in Liquor License Classification

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

The Foxtail OTL LLC dba Foxtail on the Lake  
1177 Howard Ave

Class A-1 – Tavern seats 251-500 (on-site consumption only)  
New Increase from 1 to 2

The complete application packet is on file in the Community and Economic Development Department. The required posting will be completed August 14, 2023, and all necessary fees have been secured.

This request will come before you on the Consent Agenda of the City Council meeting of Tuesday, September 5, 2023.

A handwritten signature in blue ink, appearing to read 'Andrew Goczkowski', is written over a light blue horizontal line.

Andrew Goczkowski  
Mayor  
Local Liquor Commissioner

**Attachments:**  
Ordinance M-14-23  
Application Packet

**CITY OF DES PLAINES**

**ORDINANCE M - 14 - 23**

**AN ORDINANCE AMENDING THE CITY CODE TO ADD ONE CLASS "A-1" LIQUOR LICENSE.**

**WHEREAS**, The Foxtail OTL LLC, d/b/a Foxtail on the Lake ("*Applicant*"), applied to the Department of Community and Economic Development for a Class A liquor license for the premises commonly known as 1177 Howard Avenue, Des Plaines, Illinois ("*Premises*") pursuant to Chapter 4 of Title 4 of the Des Plaines City Code ("*City Code*"); and

**WHEREAS**, the City desires to issue one Class A-1 liquor license to the Applicant for the Premises; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to grant the Applicant a Class A-1 liquor license for the Premises;

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

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

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

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

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

Section	Fee Description	Number	Term	Fee	
					New
	*	*	*		
Chapter 4	Liquor Control				
4-4-5A	License Fees and Number:				
	<b>Class</b>	<b>Number</b>	<b>Term</b>	<b>Initial Fee</b>	<b>Annual Fee</b>
	Class A-1	+ 2	Annual	\$4,840.00	\$2,420.00
	*	*	*		

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

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

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

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

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

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

**ATTEST:**

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

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

Approved as to form:

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

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

DP-Ordinance Add One Class A-1 Liquor License for The Foxtail OTL LLC dba Foxtail on the Lake





LOCAL LIQUOR COMMISSIONER

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

APPLICATION FOR A LIQUOR LICENSE

BUSINESS INFORMATION

Name: The Foxtail OTL, LLC

Address: 1177 E. Howard Avenue, Des Plaines, IL Zip: 60018

Mailing Address: 134 N. LaSalle, Suite 2100 c/o Steven D. Schroeder Dept:

City: Chicago St: IL Zip: 60602

Email: timothymcanning@gmail.com Phone#: (617) 549-6395

Day/Hours of Operations: Monday: N/A Tuesday: 11am - 11pm Wednesday: 11am - 11pm

Thursday: 11am - 11pm Friday: 11am - 11pm Saturday: 10am - 11pm Sunday: 10am - 11pm

CLASSIFICATION

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

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

Title: Manager/Member % of Stock: 100%

Name: MAS SAL, LLC Timothy CANNING

Title: % of Stock:

Name:

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

**ADDITIONAL INFORMATION**

Does the applicant own the property or premises of the business?  NO  YES

If NO, please provide name/address of the property owner and expiration date of the executed lease:

Des Plaines Park District, 2222 Birch Street, Des Plaines, IL 60018

Is any elected City Official, County Commission or County Board member affiliated directly or indirectly with the applicant/business?  NO  YES

If YES, please provide name, position and a detailed description to the particulars:

Has any officer, owner or stockholder of the corporation or business obtained a liquor license for another location?  NO  YES

If YES, please provide name, location and disposition/status of each:

Has any officer, owner or stockholder of the corporation or business had a liquor license revoked for another location?  NO  YES

If YES, please provide name, location and reason for revocation of each:

**AFFIDAVIT**

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

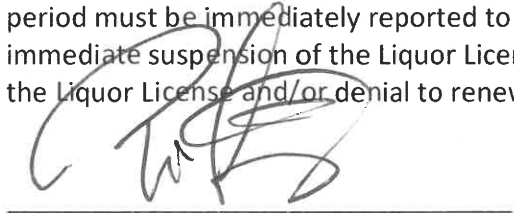
TC INITIALS

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

TC INITIALS

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

TC INITIALS



Signature of Owner

TIMOTHY CANNING  
Print Name

SUBSCRIBED and SWORN to before me this

9<sup>th</sup> day of August, 2023.

Victoria M. Baumann  
NOTARY PUBLIC (STAMP SEAL BELOW)



Form **LLC-45.5**

May 2018

**Secretary of State**

Department of Business Services  
Limited Liability Division

501 S. Second St., Rm. 351  
Springfield, IL 62756  
217-524-8008

[www.ilsos.gov](http://www.ilsos.gov)

Payment must be made by certified check, cashier's check, Illinois attorney's check, C.P.A.'s check or money order payable to Secretary of State. If check is returned for any reason this filing will be void.

Illinois  
Limited Liability Company Act  
**Application for Admission to  
Transact Business**

**SUBMIT IN DUPLICATE**

Type or print clearly.

Filing Fee: \$150

Penalty: \$

Approved:

FILE #

This space for use by Secretary of State.

**TENDERED CHICAGO  
CORP. DEPARTMENT**

**MAY 09 2023**

**ACCEPTANCE AND "FILED" DATE  
ESTABLISHED ONLY AFTER  
REVIEW BY SPRINGFIELD OFFICE**

1. Limited Liability Company name (see Note 1): The Foxtail OTL, LLC

2. Assumed name: \_\_\_\_\_  
(This item is only applicable if the company name in Item 1 is not available for use in Illinois, in which case form LLC 1.20 must be completed and submitted with this application.)

3. Jurisdiction of organization: Delaware

4. Date of organization: February 22, 2023

5. Period of duration: Perpetual  
(Enter perpetual unless there is a date of dissolution provided in the agreement, in which case enter that date.)

6. Address of the principal place of business: (P.O. Box alone or c/o is unacceptable.)

1177 E. Howard Avenue  
Number Street Suite #  
Des Plaines, IL 60018  
City State ZIP

7. Registered agent: Steven D. Schroeder  
First Name Middle Name Last Name

Registered office: 134 N. LaSalle, Suite 2100  
(P.O. Box alone or c/o is unacceptable.) Number Street Suite #  
Chicago IL 60602  
City ZIP

Note: The registered agent must reside in Illinois. If the agent is a business entity, it must be authorized to act as agent in this state.

8. If applicable, date on which company first conducted business in Illinois: No business conducted yet.

(continued on back)

**LLC-45.5**

9. Purpose(s) for which the company is organized and proposes to conduct business in Illinois (see Note 2):

The transaction of any or all lawful business for which Limited Liability Companies may be organized under the Delaware Limited Liability Company Act and as permitted under the Illinois Limited Liability Company Act.

10. The Limited Liability Company: (check one)

is managed by the **manager(s)** or  has management vested in the **member(s)**:

11. List names and business addresses of all managers and any member with the authority of manager:

MAS SAL, LLC  
5237 Main Street  
Downers Grove, IL 60515

12. The Illinois Secretary of State is hereby appointed the agent of the Limited Liability Company for service of process under circumstances set forth in subsection (b) of Section 1-50 of the Illinois Limited Liability Company Act.

13. This application is accompanied by a Certificate of Good Standing or Existence, duly authenticated within the last 60 days, by the officer of the state or country wherein the LLC is formed.

14. The undersigned affirms, under penalties of perjury, having authority to sign hereto, that this application for admission to transact business is to the best of my knowledge and belief, true, correct and complete.

4/28/2023

Dated: \_\_\_\_\_  
Month, Day, Year

DocuSigned by:

Tim Canning

D579FC0E0084102  
Signature

Timothy Canning, Member

\_\_\_\_\_  
Name and Title (type or print)

MAS SAL, LLC, Manager

\_\_\_\_\_  
If applicant is signing for a company or other entity,  
state name of company or entity.

**Note 1:** The name must contain the term Limited Liability Company, LLC or L.L.C. The name cannot contain any of the following terms: "Corporation," "Corp." "Incorporated," "Inc.," "Ltd.," "Co.," "Limited Partnership" or "LP." However, a limited liability company that will provide services licensed by the Illinois Department of Financial and Professional Regulation must instead contain the term Professional Limited Liability Company, PLLC or P.L.L.C. in the name.

**Note 2:** A professional limited liability company must state the specific professional service or related professional services to be rendered by the professional limited liability company.



CERTIFICATE OF LIABILITY INSURANCE

RECEIVED

AUG 07 2023

DATE (MM/DD/YYYY) 08/07/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: QUINCY INSURANCE GROUP, INC. 1601 BROADWAY QUINCY, IL 62301
CONTACT NAME:
PHONE (A/C, No. Ext): 217-222-3663 FAX (A/C, No.): 217-222-3773
INSURER(S) AFFORDING COVERAGE: TRAVELERS INSURANCE CO. NAIC #

INSURED: THE FOXTAIL OTL, LLC 1177 HOWARD AVE DES PLAINES, IL 60018
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Excess Liab, Workers Compensation and Employers' Liability, Liquor Liability, and Dram Shop Liability.

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

CERTIFICATE HOLDER: CITY OF DES PLAINES 1420 MINER STREET DES PLAINES, IL 60016
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE: [Signature]

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

If not, contact us immediately.

If all of the information is correct, you may print and visibly display at the business listed. Your Illinois Business Authorization is an important tax document that indicates that you are registered or licensed with the Illinois Department of Revenue to legally do business in Illinois.

OFFICIAL DOCUMENT

State of Illinois - Department of Revenue

**Illinois Business Authorization**

OFFICIAL DOCUMENT

**THE FOXTAIL OTL, LLC**

1177 HOWARD AVE  
DES PLAINES IL 60018-2733

Loc. Code: 016-0015-1-001

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

Expiration Date:  
**8/29/2024**

**Certificate of Registration**

Sales and use taxes and fees


(4495-0373)

ILLINOIS REVENUE

*[Signature]*  
Director

OFFICIAL DOCUMENT

Issued Date: **08/29/2023**





PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: August 24, 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: Disposal of City Vehicles/Equipment - Obenauf Auction Service

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**Issue:** The City has a surplus of vehicles and equipment due to the purchase of replacements and maintaining right-sizing of the City fleet. The vehicles/equipment have reached their useful life and are no longer of use to the City's departments.

**Analysis:** The Public Works and Engineering Vehicle Maintenance Division has evaluated the existing fleet and has compiled the attached list of 15 vehicles/equipment that are no longer of use to the City.

Utilization of the online auction allows us to manage our own web listings and retain the vehicles/equipment at the Public Works facility. These vehicles do not have to be delivered to a remote location which frees up staff time. Obenauf's three percent commission is competitive with similar auction vendors.

**Recommendation:** We request authorization from the City Council to dispose of the listed vehicles/equipment through Obenauf Auction Service, Inc., 810 Magna Drive, Round Lake, IL 60073.

**Attachments:**

Attachment 1 – Obenauf Auction Services Consignment Form  
Ordinance M-15-23  
Exhibit A - Auction List of Vehicles and Equipment

***Form to Consign an Item***  
***to the Obenauf Auction Service “OnLine” Auction Website***  
***www.ObenaufAuctionsOnLine.com***

To list your item on this site - email all information to: [Auctionjim@comcast.net](mailto:Auctionjim@comcast.net)

NAME OR COMPANY:

ADDRESS:

PHONE NUMBER(S):

EMAIL ADDRESS:

CONTACT PERSON:

~ Complete Description ~

**Description**

**Type in complete description (SAMPLE DESCRIPTIONS BELOW)**

.01

2014 GMC Yukon Denali VIN: ----- (72,633 miles) black, 5.7L gas, auto trans, 4x4, leather heated seats front and rear, power windows, running boards, double door in back, Bose stereo with 6 disc CD changer, interior in good condition with minor wear, fold down back seats, exterior has minor scratches and some small dings, tires like new, just had recent tune up, no rust, low miles for age.

**Start @ \$500    Reserve @ \$3,500**

.02

Kenmore 24 cu. inch almond side-by-side refrigerator/freezer, in good working condition and very clean, with bottom drawers. Keeps items cold, great for second refrigerator. Exterior has no dents or scratches.

**Start @ \$15 (SAMPLE)**

.03

Craftsman roll-around bottom tool box with 3 large drawers and one flip open huge storage space 24” x 18” x 30” and “Vulcan” top tool box with 10 drawers and flip open top 24” x 16” x 18”. All drawers work although a few stick. Very light surface rust on sides. **Start @ \$5 (SAMPLE)**

Type in multiple items in this space.



**~ Inspection and Pickup arrangements ~**

**CONTACT PERSON:**

**LOCATION:**

**HOURS:**

**PHONE NUMBER:**

All funds will be collected by **Obenauf Auction Service, Inc.** and paid to the consignor via an OAS check within approximately 30 days of the completion of the auction. A **Sellers Fee of 3%** will be deducted from the settlement check (All information and pictures provided via email by the consignor).

If **OAS** has to come to your facility to compile the item(s) information and take pictures an additional rate of \$35 per man hour will be deducted from your settlement.

A **Sellers Fee of 15%** will be deducted from the settlement check if items are brought to OAS facility (**OAS** will come to your facility and pickup item(s) for a charge, take pictures and post your item(s) on our **OnLine Internet Auction** site at an additional rate of \$35 per hour).

I HEREBY COMMISSION **OBENAUF AUCTION SERVICE, INC.** TO SELL THE ITEMS LISTED. I CERTIFY THAT I AM THE OWNER OF THE LISTED MERCHANDISE AND HAVE GOOD TITLE FOR DELIVERY TO PURCHSER AND THAT ALL ITEMS ARE FREE FROM ANY AND ALL ENCUMBRANCES. I AGREE TO ACCEPT ALL RESPONSIBILITY FOR PROVIDING ACCURATE DESCRIPTION OF MERCHANDISE SOLD **(IF ANY MERCHANDISE DESCRIPTION IS MIS-REPRESENTATED BY THE SELLER, YOU WILL BE REQUIRED TO TAKE YOUR ITEM BACK OR NEGOTIATE PRICE).** I AGREE TO HOLD HARMLESS **OBENAUF AUCTION SERVICE, INC.** AGAINST ANY CLAIMS ARISING BECAUSE OF ANY BREACH OF THE ABOVE CONDITIONS.

**Seller** \_\_\_\_\_ **Date:** \_\_\_\_\_

Typed name & date by e-mail transmission will constitute your signature.

***Obenauf Auction Service, Inc.***

***810 Magna Drive***

***Round Lake, IL 60073***

**847-546-2095 office 847-546-2097 fax**

**CITY OF DES PLAINES**

**ORDINANCE M - 15 - 23**

**AN ORDINANCE AUTHORIZING THE DISPOSITION OF SURPLUS PERSONAL PROPERTY OWNED BY THE CITY OF DES PLAINES.**

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

**WHEREAS**, the City is the owner of certain surplus vehicles and equipment (collectively, "*Surplus Personal Property*") described in detail in **Exhibit A**, attached to and, by this reference, made a part of this Ordinance; and

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

**WHEREAS**, Obenauf Auction Service, Inc. ("*Obenauf*") operates an Internet-based auction service for the sale of property that meets the needs of the City; and

**WHEREAS**, the City desires to dispose of the Personal Property through an auction conducted by Obenauf; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to dispose of the Surplus Personal Property at in the manner set forth in this Ordinance;

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

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

**SECTION 2: AUTHORIZATION TO DISPOSE OF SURPLUS PERSONAL PROPERTY.** Pursuant to Section 11-76-4 of the Illinois Municipal Code, 65 ICLS 5/11-76-4, Section 1-12-4 of the City Code of the City of Des Plaines, and the home rule powers of the City, the City Council hereby finds that the Surplus Personal Property is no longer necessary or useful to, or for the best interest of, the City. The City Manager, or his designee, is hereby authorized to sell the Personal Property at an auction conducted by Obenauf; provided, however, that no item of

Surplus Personal Property will be sold for a price that is less than the Minimum Sales Price for that item set forth in **Exhibit A**.

**SECTION 3: AUTHORIZATION TO EXECUTE REQUIRED DOCUMENTS.** The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, all documents approved by the General Counsel and necessary to complete the disposition of the Surplus Personal Property in accordance with Section 2 of this Agreement.

**SECTION 4: DEPOSIT OF AUCTION SALE PROCEEDS.** The City Council hereby directs the City Manager and the Director of Finance to deposit into the City's General Fund the proceeds from the disposition of the Surplus Personal Property pursuant to Section 2 of this Ordinance.

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

**[SIGNATURE PAGE FOLLOWS]**

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

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

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

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

ATTEST:

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

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

Approved as to form:

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

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

DP-Ordinance Authorizing Disposition of Property Vehicles and Equipment via Obenauf Auction Service Fall 2023

2023 Des Plaines Fall Auction List

Year	Asset	Make	Model	Style	VIN	Estimated Salvage Value	Minimum Bid
2011	5011	BOBCAT	ToolCat	ATV	A94Y11139	\$1,200	\$200
2008	5066	Ford	F350	TRUCK	1FTWF31Y08EB72896	\$2,500	\$300
2008	5077	Ford	F350	TRUCK	1FTWF31Y98EB72900	\$2,500	\$300
2010	5087	BAGELA	BA10000	Recycler	W09A10205AKB13605	\$15,000	\$1,000
2007	5052	International	4400	TRUCK	1HTMKAAN77H452571	\$5,000	\$500
2013	2026	Ford	Police Interceptor	SUV	1FM5K8AR3DGA89793	\$3,000	\$300
2008	6040	Ford	Crn Vic	Car	2FAFP71V38X172471	\$800	\$200
2014	6035	Ford	Police Interceptor	SUV	1FM5K8AR0EGC60873	\$3,000	\$300
2014	6068	Ford	Police Interceptor	SUV	1FM5K8ARXEGA38468	\$3,000	\$300
2005	6027	Chevy	Tahoe	SUV	1GNEC13Z05R240608	\$1,200	\$200
2008	9030	Ford	E350	Van	1FTSE34L78DB41636	\$500	\$50
2006	5044	Ford	F250	TRUCK	1FTSF21Y46ED84822	\$1,200	\$200
2008	5076	Ford	F350	TRUCK	1FTWF31Y98EB72895	\$2,500	\$250
1998	8001	BOBCAT	X331	Excavator	512915721	\$3,500	\$300
2005	6083	POLARIS	Ranger 500	ATV		\$500	\$100

**FIRE DEPARTMENT**

405 S. River Road  
 Des Plaines, IL 60016  
 P: 847.391.5333  
 desplaines.org

## MEMORANDUM

Date: August 14, 2023  
 To: Michael G. Bartholomew, City Manager  
 From: Sam Foster, Deputy Fire Chief *SF*  
 cc: Daniel Anderson, Fire Chief  
 Subject: Purchase of Fire Department Wireless Headsets

**Issue:** The Fire Department needs to purchase new wireless headsets to improve communications with the crews while also providing hearing protection. The headsets are also designed to reduce the risk of accidents and injury as they provide immediate communication between the driver and other members of the crew.

**Analysis:** Fire Department staff in conjunction with the department's Safety Committee analyzed vehicle accidents and communication challenges during emergency and non-emergency operations. The staff and workgroup have identified that in multiple accidents, the lack of communication has been a contributing factor. For years the department has utilized face-to-face communications in conjunction with hand signals but has been challenged while operating in adversely loud and visually limited environments.

Additionally, the department has also identified the need to improve hearing protection while responding to and operating in environments where noise levels exceed permissible levels. Utilizing best practice standards from ANSI and OSHA, the staff and workgroup explored multiple vendors that offer a comparable service that aligned with our needs. The manufacturers included Setcom, Sigtronics and Firecom. Based on our analysis, Firecom headsets from Fleet Safety Supply best align with our departmental needs.

**Recommendation:** I recommend the City Council approve the purchase of 9 Firecom mobile base stations and 27 wireless headsets from Fleet Safety Supply of Naperville, Illinois in the amount of \$46,452.35. This purchase will come from budgeted funds in the Fire Department Emergency Services account 100-70-710-0000.7320.

**Attachments:**

Attachment 1 - Fleet Safety Supply Quotation No. 72399R1

Attachment 2 - Sonetics Quotation No. 8731

Attachment 3 - Communications Direct Inc. Quotation No. 230814DPF

Resolution R-157-23

Fleet Safety Supply  
P.O. Box 649  
Naperville, IL 60566  
(630) 527-1341 Phone/Fax

# Price Quote

DATE	ESTIMATE NO.
7/22/2023	72399R1

<b>NAME / ADDRESS</b>
Des Plaines Fire Department 405 S. River Rd Des Plaines, IL 60016

<b>TERMS</b>	<b>FOB</b>	<b>P.O.</b>
Net 30 Days	Naperville,IL	

ITEM	DESCRIPTION	QTY	COST	TOTAL
FC-5100D	(3) Person Firecom Wireless setup (Radio Adapter Cable not included - to be purchased at a later date) Digital Intercom with Single Radio monitor and transmit selector switch. Touch-pad adjustable volume and squelch with advanced digital signal processing noise-reduction. Rugged steel casing. 12v nominal power supply. Auxiliary input/output for almost any device such as an MP3 player, cell phone interface, GPS, etc. 6 headset jacks expandable up to 12 daisy chained. Pin for pin and chassis retrofitable with Firecom 30xxR intercoms.	9	1,019.45	9,175.05
FC-WB505R	Wireless base station, 5 user, radio transmit	9	1,280.13	11,521.17
FC-FHW-505	RADIO TRANSMIT CONVERTIBLE DECT7 HEADSET	27	879.80	23,754.60
FC-MR-?X	Mobile Radio Interface (to be determined)	9	200.17	1,801.53
Shipping	Shipping estimate	1	200.00	200.00

Thank you for using Fleet Safety Supply!!!	<b>TOTAL</b>	\$46,452.35
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# Quote

#8731

Date: 8/14/2023

Expires: 9/13/2023

17600 SW 65th Ave  
Lake Oswego OR 97035  
United States

Ph: (503) 684-7080  
Fax: (503) 620-2943  
[www.soneticscorp.com](http://www.soneticscorp.com)

ATTENTION	SALES REP
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Sam Foster  
[sfoster@desplaines.org](mailto:sfoster@desplaines.org)  
(847) 812-7720

William Ludwig  
[William.Ludwig@sonetics.com](mailto:William.Ludwig@sonetics.com)  
202-251-3004

BILL TO	SHIP TO
---------	---------

Des Plaines Fire Department  
405 S River Rd  
Des Plaines IL 60016  
United States

Des Plaines Fire Department  
405 S River Rd  
Des Plaines IL 60016  
United States

**Memo:** 9 Apparatuses - Shipping Not Included - Thank you for Choosing Firecom

ITEM	QUANTITY	PRICE	AMOUNT
<b>FHW505</b> RADIO TRANSMIT FH, DECT7 HEADSET	27	\$945.00	\$25,515.00
<b>WB505R</b> WIRELESS BASE STATION 5-USER RADIO TRANSMIT	9	\$1,375.00	\$12,375.00
<b>5100D</b> DIGITAL INTERCOM 1 RADIO Firecom GA	9	\$1,095.00	\$9,855.00
<b>MR-CABLE</b> MR-CABLE (To be determined) Place holder for MR-CABLE TBD	9	\$215.00	\$1,935.00

<b>Subtotal</b>	\$49,680.00
<b>Total Tax (10%)</b>	\$4,968.00
<b>Total</b>	\$54,648.00

The quote total may not reflect freight or sales tax charges. Amounts are in \$USD.  
Please send your purchase order(s) to [orders@soneticscorp.com](mailto:orders@soneticscorp.com)





Des Plaines Fire  
 Sam Foster  
 405 N River Rd  
 Des Plaines, IL 60016

**Price Quote**

Date	Estimate No.
8/14/2023	230814DPF

**Wireless Intercom Headset**

		Terms	FOB	P.O.
		NET 30		
Item	Description	Price:	Qty:	Total
5100D	Digital Intercom	\$1,271.48	9	\$11,443.28
WB505R	Wireless Base Station DECT7 connectivity	\$1,582.84	9	\$14,245.53
FHW-505R	Wireless Headset DECT7 connectivity	\$1,097.30	27	\$29,627.15
MR-??	Firecom Radio Interface Cable	\$245.35	9	\$2,208.16
Freight		\$235.00	1	\$235.00
<b>Total</b>				\$57,759.13

1730A Wallace Ave. \* St. Charles, IL 60174 \* (630) 406-5400 Main \* (630) 406-5405 Fax  
 8117 Austin Ave. \* Morton Grove, IL 60053 \* (312) 829-7770 Main \* (312) 829-3619 Fax

**CITY OF DES PLAINES**

**RESOLUTION R - 157 - 23**

**A RESOLUTION APPROVING THE PURCHASE OF  
FIRECOM WIRELESS HEADSETS FROM FLEET SAFETY  
SUPPLY.**

**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 for use by the Fire Department in the Equipment Replacement Fund for the purchase of wireless headsets and associated accessories (collectively, the "*Equipment*"); and

**WHEREAS**, the Fire Department obtained a quote from Fleet Safety Supply of Naperville, Illinois ("*Vendor*") for the purchase of the Equipment in the not-to-exceed amount of \$46,452.35; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to waive the competitive bidding requirements and purchase the Equipment from Vendor in accordance with 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: WAIVER OF COMPETITIVE BIDDING.** The requirement that competitive bids be solicited for the purchase of the Equipment is hereby waived.

**SECTION 3: APPROVAL OF PURCHASE.** The purchase by the City of the Equipment from the Vendor in a total not-to-exceed amount of \$46,452.35 is hereby approved.

**SECTION 4: AUTHORIZATION OF PURCHASE.** The City Council authorizes and directs the City Manager and the City Clerk to execute and seal documents approved by the General Counsel, and the City Manager to make payments, on behalf of the City, that are necessary to complete the purchase of the Equipment from the Vendor in a total not-to-exceed amount of \$46,452.35

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

[SIGNATURE PAGE FOLLOWS]

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

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

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

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**MAYOR**

ATTEST:

Approved as to form:

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**CITY CLERK**

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**Peter M. Friedman, General Counsel**

DP-Res Approving Purchase Contract for Firecom Wireless Headsets 2023



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: August 24, 2023

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

From: Rob Greenfield, Superintendent of Utilities *RG*  
Timothy Watkins, Assistant Director of Public Works and Engineering *TW*

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

Subject: Central Road Pumping Station, Motor Control Center (MCC) Replacement Purchase

**Issue:** The approved 2023 City budget includes funds for the replacement of the Motor Control Center (MCC) at the Central Road Pumping Station.

**Analysis:** The existing Motor Control Center (MCC) at the Central Road Pumping Station was installed in 1974 and is the original equipment. In order to improve pumping efficiency, we are adding Variable Frequency Drives (VFDs) to two of the pumps. VFDs allow us to better regulate flow and reduce power consumption. With the addition of the VFD's, the MCC will need to be replaced. ABB sells their MCC products through a local sales representative. Our local sales representative is Paramont-EO, Inc. and they have provided a proposal in the amount of \$90,900.00. Pre-purchasing the equipment reduces contractors' markups and contract times for the procurement and installation.

**Recommendation:** We recommend, in the best interest of the City, that the City Council approve the Central Road Pumping Station MCC purchase in the amount of \$90,900.00 from Paramont-EO, Inc., PO Box 83329, Chicago, IL 60691-3329. This expenditure will be paid with budgeted Water/Sewer Funds.

**Attachments:**

Attachment 1 – Paramont-EO, Inc. Proposal  
Resolution R-158-23



Quote No.: U4M-00039202

Doc Rev. 0.1

Project: Des Plaines Central Rd Station - New MCC

Version: Order

Tim Watkins,

Thank you for your inquiry for **Des Plaines Central Rd Station - New MCC**. We are pleased to respond with our proposal based on the requirements of your inquiry. Please contact us with any questions. We look forward to working with you on this opportunity.

Best Regards,

David Wrzesinski  
david.wrzesinski@paramont-eo.com

## Notes

Project Level

- a. Comment(s)
  - 1. Pricing is for the BOM listed below and does not include any additional/misc items.
  - 2. Pricing is valid for 30 days.
  - 3. Startup and Studies to be provided by others
  - 4. No specifications were available for review for MCCs. SPD and Metering specs were reviewed.
  - 5. SPD has been provided with 80kA per mode/160kA per phase

PROPRIETARY AND CONFIDENTIAL INFORMATION

This document contains confidential and proprietary information. Upon receipt of this document, the receiver agrees to not to reveal its content, except to those people inside of their own organization to who concerned to do the evaluation of this proposal. No copies of this document should be made without permission. This document shall be returned upon its written request.

## Summarized Bill of Material(s)

Quantity	Description	Item(s)	Mark(s)
1	Motor Control Center	1	DES PLAINES MCC

**Total Net Price per standard lead times: \$90,900.00 USD**

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**Bill of Material(s)**

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<b>Item No.</b>	<b>Quantity</b>	<b>Description</b>
<b>1</b>	<b>1</b>	<b>Motor Control Center, Low Voltage</b> <b>Marks: DES PLAINES MCC</b>  <b>4 Section(s), NEMA 1 with Gasketing</b> Not Suitable for Service Entrance 1200 Amps, 3 Phase 4 Wire, 480 V ac, 60 Hz Minimum Interrupt Rating: 65kA Fully Rated; Bus Bracing Rating: 65 kA Incoming Feed: Bottom Incoming Left Feeding Right Front Only Mounting NEMA Wiring Classification I-BD "Class 1-BD (Independent units with NO Factory interconnecting wires, load wiring to device)" UL 845 Certified for US and Canada, NEMA ICS 18, NEC The Lineup will NOT be provided with Seismic Certification Enclosure Paint: ANSI-61 (Light Gray) tested to minimum withstand of 600 hours humidity and salt spray test. Customer will NOT provide Specifications or Drawings to the Factory. <b>Dimensions and Weight (Estimated)</b> Section 1 "AA": Height=90 in; Width=20 in; Depth=20 in Section 2 "AB": Height=90 in; Width=20 in; Depth=20 in Section 3 "AC": Height=90 in; Width=20 in; Depth=20 in Section 4 "AD": Height=90 in; Width=20 in; Depth=20 in Lineup Total: Height=90 in; Width=80 in; Depth=20 in <b>List of Materials</b> 1 NEMA 1 With Gasketing Enclosure 20W 3 NEMA 1 With Gasketing Enclosure 20W 4 Fully Rated COPPER Standard Tin plated Bus 1200A 20 Wide 4 Ground COPPER Standard Tin plated Bus 300A 20 Wide 4 Neutral COPPER Standard Tin plated Bus 1200A 20 Wide 1 Vertical COPPER Standard Tin plated Bus 600A 24 High 1 Vertical COPPER Standard Tin plated Bus 850A 66 High 2 Vertical COPPER Standard Tin plated Bus 300A 66 High <b>Options</b> 1 Certified Test Reports 4 Double-Bolted Main Bus 1 Space Heater (120V) 3 Space Heater (120V) 1 Thermostat (120V) 3 Standard Catalog Renewal Parts Book 13 Engraved Nameplates Black with White Text 4 NEMA Wiring Classification: I-BD "Class 1-BD (Independent units with NO Factory interconnecting wires, load wiring to device)" 3 Control Wire Type: MTW VW1 (Standard) 3 Control Wire Markers: None (Standard) 3 Control Wire Terminal: Stripped Wire (Standard) 3 Control Terminal Board: Hi Density Standard 7 Power Wire Type: MTW VW1 (Standard) 7 Power Wire Markers: None (Standard) 7 Power Wire Terminal: Stripped Wire (Standard) 7 Power Wire Terminal Board: Standard <b>Main Circuit Breaker</b> 1 Circuit Breaker, 1200 A Frame, 1200 A Trip, 3 Pole, Thermal Magnetic XT7H1200 Ekip Touch LSIG Trip Unit Manually Operated Circuit Breaker 4/0 AWG - 500 MCM Mechanical (1-Hole) ALUMINUM Line Lugs (4) Cables Per Phase and Neutral 1 RELT - Reduced Energy Let Through

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**Bill of Material(s)**

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1	Ekip Supply - 24-48 V dc
	<b>Metering / Monitoring</b>
	<b>Lineup Component Communication Modbus RTU</b>
1	Modbus RTU Cable / Accessories
1	Type 2 Surge Protection Device ME 80/160 kA per Mode/Phase
	<b>SoftStarter</b>
1	SoftStarters
	40 hp; 29.84 kW
	INTEGRATED BYPASS Feature
1	Circuit Breaker, 70 A Trip, 3 Pole, Thermal Magnetic, XT4H250
	Stationary Stab
	Thermal Magnetic Fixed Trip Unit
1	Required Circuit Relays
1	Relay Surge Suppressor
	Standard Modbus RTU
1	Control Power Type: Control Power Transformer - 150VA
1	Pilot Devices
	Lights : Run (Red), Standard, LED Transformer
	Lights : Fault Trip (Amber), Standard, LED Transformer
	Switches / Pushbuttons : Hand / Off / Auto (SW) (Black), Non Illuminated
	<b>SoftStarter</b>
1	SoftStarters
	75 hp; 55.95 kW
	INTEGRATED BYPASS Feature
1	Circuit Breaker, 125 A Trip, 3 Pole, Thermal Magnetic, XT4H250
	Stationary Stab
	Thermal Magnetic Fixed Trip Unit
1	Required Circuit Relays
1	Relay Surge Suppressor
	Standard Modbus RTU
1	Control Power Type: Control Power Transformer - 150VA
1	Pilot Devices
	Lights : Run (Red), Standard, LED Transformer
	Lights : Fault Trip (Amber), Standard, LED Transformer
	Switches / Pushbuttons : Hand / Off / Auto (SW) (Black), Non Illuminated
	<b>SoftStarter</b>
1	SoftStarters
	50 hp; 37.3 kW
	INTEGRATED BYPASS Feature
1	Circuit Breaker, 90 A Trip, 3 Pole, Thermal Magnetic, XT4H250
	Stationary Stab
	Thermal Magnetic Fixed Trip Unit
1	Required Circuit Relays
1	Relay Surge Suppressor
	Standard Modbus RTU
1	Control Power Type: Control Power Transformer - 150VA
1	Pilot Devices
	Lights : Run (Red), Standard, LED Transformer
	Lights : Fault Trip (Amber), Standard, LED Transformer
	Switches / Pushbuttons : Hand / Off / Auto (SW) (Black), Non Illuminated
	<b>Feeder</b>
1	Circuit Breaker, 250 A Frame, 225 A Trip, 3 Pole, Thermal Magnetic, XT4H250
	Manually Operated Circuit Breaker
	Stationary Stab
3	#4 AWG - 300 kcmil Mechanical Aluminum Load Lugs
	Thermal Magnetic Fixed Trip Unit
	<b>Feeder</b>
1	Circuit Breaker, 125 A Frame, 40 A Trip, 3 Pole, Thermal Magnetic, XT2H125
	Manually Operated Circuit Breaker
	Stationary Stab
3	#14 - 1/0 AWG Mechanical Aluminum Load Lugs
	Thermal Magnetic Fixed Trip Unit
	<b>Feeder</b>
2	Circuit Breaker, 400 A Frame, 350 A Trip, 3 Pole, Thermal Magnetic, XT5H400
	Manually Operated Circuit Breaker
	Stationary Stab



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**Bill of Material(s)**

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- 6        2/0 AWG - 500 kcmil Mechanical Aluminum Load Lugs
- Electronic Ekip Dip LSI Trip Unit
- Space Unit**
- 1        Customer Available Spaces Height=6 in
- 3        Customer Available Spaces Height=12 in

# TERMS AND CONDITIONS

## *Policies and Conditions of Sale*

1. This proposal is offered subject to a duly executed Master Supply Agreement (MSA) between ABB and Customer, as applicable. If no duly executed MSA exists, ABB Inc. General Terms and Conditions of Sale apply. In the event of any conflict between (i) a duly executed MSA between the Parties or (ii) ABB General Terms and Conditions of Sale and these TERMS AND CONDITIONS, (i) a duly executed MSA between the Parties or (ii) ABB General Terms and Conditions of Sale shall prevail, in that order.
2. The buyer (distributor or direct served customer, as applicable) warrants that there are no governmental contracting provisions, regulations, flow-downs, or requirements that apply to this transaction (including without limitation any Federal Acquisition Regulations), other than such terms that have been disclosed to Seller and agreed to by Seller in writing prior to Seller agreeing to this transaction. The buyer assumes responsibility for all costs associated with compliance of terms not disclosed to Seller and agreed to by Seller in writing.
3. This quotation expires in 30 calendar days unless terminated sooner by notice.
4. Orders not requiring engineered drawings for approval must be released for manufacture within 90 days of PO receipt. If engineered drawings are required, they must be returned and approved for release within 60 days of mailing. If not, and/or shipment is delayed for any reason the price will increase by 1.5% for each partial/full month that shipment release is delayed after the 90-day period. If project is delayed 6 months or more after PO receipt, project will be repriced based off current market values.
5. For MV Transformers (including Padmount, Substation, & Power transformers), refer to the factory proposal for applicable terms and conditions including, but not limited to: quote validity, price validity, escalation, warranty, cancellation, estimated delivery, and freight terms.

## *Payment Terms*

1. Net 30 days or per Master Services Agreement with customer
2. For projects up to \$500,000 net, terms of payment are 100% upon invoicing.
3. If project value exceeds \$500,000 net, progress payments are required payable at the following milestones. These milestones will be applied at a line item level and will be tailored to the project schedule.
  - 20% upon delivery of drawings
  - 30% upon release of equipment
  - 50% upon shipment

## *Warranty*

1. The warranty for Products shall expire one (1) year from first use or eighteen (18) months from shipment, whichever occurs first, except that software is warranted for ninety (90) days from delivery. The warranty for Services shall expire one (1) year after performance of the Service, except that software related Services are warranted for ninety (90) days.
2. Additional 12 months available for 2% adder, 24 months for 4% adder. Engage ABB representative if longer durations are needed.

## *Order Cancellation – Schedule of Charges*

1. 10% - Order received and entered on factory, work not started, material not ordered.
2. 30% - Drawings for approval submitted.
3. 50% - Revisions to approval drawings submitted.
4. 80% - Approved drawings returned. Job released for manufacture and shipment.
5. 100% - Production started.

## *Delivery and Transportation*

1. CPT/FCA ABB's facility, place of manufacture or warehouse (Incoterms 2020). Title passes upon shipment.
2. ABB will assume the risk of loss or damage to the destination for a 2% adder (but not less than \$500 net) applied to the total price of the equipment. "Destination" is defined as ABB's common carrier's delivery point nearest first destination or point of export within the continental U.S.
3. Unless otherwise noted in this quotation, normal transportation and handling is allowed on orders of \$1500 net or more to common carrier point nearest destination within the Contiguous US (excluding Alaska and Hawaii).
4. Shipment via Air or Open Top/Flatbed/Lift gate truck not included unless specifically listed herein.
5. Special Instruction - The Receiving Associate is required to sign, date and note specific visible or concealed damage on Bill of Lading at time of delivery. Freight Company Associate is required to witness Receiver's signature, date and damage claim annotations. ABB's Post Sales Service Department must be provided with copy of annotated BOL within five (5) days of delivery or Shipper's responsibility ends.

## *Other Notes*

1. Standard factory test procedures will be performed. Customer inspections, customer witness tests, and any other non-standard test procedures are not included unless specifically noted herein.
2. The accompanying Bill of Material is our interpretation of what is required to meet the intent of the listed Drawings and Specifications. Please review thoroughly for accuracy and completeness and advise immediately if any revisions are required. This proposal is limited to the attached Bill of Material only.
3. The Parties are aware of the shortage of raw materials, electronic components worldwide which is likely to last for the foreseeable future, as well as, of market fluctuations in the availability and cost of other raw materials, commodities, other critical components, and transportation capacities. Notwithstanding anything to the contrary in the contract terms and conditions / purchase order, if after the date of ABB's proposal / offer or during the term of the performance of the contract / purchase order there are any changes to availability and / or market conditions for electronic components, raw materials, commodities, and transportation capabilities directly or indirectly affecting ABB's performance, ABB shall be entitled to relief in the schedule of the performance or delivery of the directly or indirectly affected scope of work under the contract / purchase order. In such circumstances, the Parties shall meet without delay and discuss in good faith to find a mutually agreeable solution, with equitable adjustment to the contract / purchase order date of delivery or completion. Customer hereby acknowledges and agrees that in said circumstances ABB may not be able to comply with the originally agreed delivery or completion schedule and that ABB shall not be liable for any liquidated or actual damages in connection thereto.

## Schedule 1: ABB Inc. General Terms and Conditions of Sale

### 1. General

The terms and conditions contained herein, together with any additional or different terms contained in ABB's proposal, quotation and/or invoice ("Proposal"), if any, submitted to Purchaser (which Proposal, Policies, Addendum(s), if any, submitted to Purchaser shall control over any conflicting terms), constitute the entire agreement (the "Agreement") between the parties with respect to the purchase order and supersede all prior communications and agreements regarding the purchase order. Acceptance by ABB of the purchase order, or Purchaser's acceptance of ABB's Proposal, is expressly limited to and conditioned upon Purchaser's acceptance of these terms and conditions, payment for or acceptance of any performance by ABB being acceptance. These terms and conditions may not be changed or superseded by any different or additional terms and conditions proposed by Purchaser to which terms ABB hereby objects. Unless the context otherwise requires, the term "Equipment" as used herein means all of the equipment, parts, accessories sold, and all software and software documentation, if any, licensed to Purchaser by ABB ("Software") under the purchase order. Unless the context otherwise requires, the term "Services" as used herein means all labor, supervisory, technical and engineering, installation, repair, consulting or other services provided by ABB under the purchase order. As used herein, the term "Purchaser" shall also include the initial end user of the Equipment and/or services; provided, however, that Article 14(a) shall apply exclusively to the initial end user.

### 2. Prices

- (a) Unless otherwise specified in writing, all Proposals expire thirty (30) days from the date thereof and may be modified or withdrawn by ABB before receipt of Purchaser's conforming acceptance. All quoted prices are subject to revision at any time in the event of any increase in raw material, energy costs or governmental actions such as tariffs.
- (b) Unless otherwise stated herein, Services prices are based on normal business hours (8 a.m. to 5 p.m. Monday through Friday). Overtime and Saturday hours will be billed at one and one-half (1 1/2) times the hourly rate; and Sunday hours will be billed at two (2) times the hourly rate; holiday hours will be billed at three (3) times the hourly rate. If a Services rate sheet is attached hereto, the applicable Services rates shall be those set forth in the rate sheet. Rates are subject to change without notice.
- (c) The price does not include any federal, state or local property, license, privilege, sales, use, excise, gross receipts, or other like taxes which may now or hereafter be applicable. Purchaser agrees to pay or reimburse any such taxes which ABB or its suppliers are required to pay or collect. If Purchaser is exempt from the payment of any tax or holds a direct payment permit, Purchaser shall, upon purchase order placement, provide ABB a copy, acceptable to the relevant governmental authorities of any such certificate or permit.
- (d) The price includes customs duties and other importation or exportation fees, if any, at the rates in effect on the date of ABB's Proposal. Any change after that date in such duties, fees, or rates, shall increase the price by ABB's additional cost.

### 3. Payment

- (a) Unless specified to the contrary in writing by ABB, payment terms are net cash, payable without offset, in United States Dollars, 30 days from date of invoice by wire transfer to the account designated by ABB in the Proposal. ABB is not required to commence or continue its performance unless and until invoiced payments have been received in a timely fashion. For each day of delay in receiving required payments, ABB shall be entitled to a matching extension of the schedule.
- (b) If in the judgment of ABB the financial condition of Purchaser at any time prior to delivery does not justify the terms of payment specified, ABB may require payment in advance, payment security satisfactory to ABB and suspend its performance until said advance payment or payment security is received or may terminate the purchase order, whereupon ABB shall be entitled to receive reasonable cancellation charges. If delivery is delayed by Purchaser, payment shall be due on the date ABB is prepared to make delivery. Delays in delivery or nonconformities in any installments delivered shall not relieve Purchaser of its obligation to accept and pay for remaining installments.
- (c) Purchaser shall pay, in addition to the overdue payment, a late charge equal to the lesser of 1 1/2% per month or any part thereof or the highest applicable rate allowed by law on all such overdue amounts plus ABB's attorneys' fees and court costs incurred in connection with collection. If Purchaser fails to make payment of any amounts due under any purchase order and fails to cure such default within ten (10) days after receiving written notice specifying such default, then ABB may by written notice, at its option, suspend its performance under the purchase order until such time as the full balance is paid or terminate the purchase order, as of a date specified in such notice. In the event of suspension, cancellation or termination hereunder, ABB will be entitled to recover all costs for work performed to date, costs associated with suspension, cancellation or termination of the work and all other costs recoverable at law.

### 4. Changes

- (a) Any changes requested by Purchaser affecting the ordered scope of work must first be reviewed by ABB and any resulting adjustments to affected provisions, including price, schedule, and guarantees mutually agreed in writing prior to implementation of the change.
- (b) ABB may, at its expense, make such changes in the Equipment or Services as it deems necessary, in its sole discretion, to conform the Equipment or Services to the applicable specifications. If Purchaser objects to any such changes, ABB shall be relieved of its obligation to conform to the applicable specifications to the extent that conformance may be affected by such objection.

### 5. Delivery

- (a) All Equipment manufactured, assembled, or warehoused in the continental United States is delivered FCA ABB point of shipment, Incoterms® 2020 unless otherwise mutually agreed in writing. Equipment shipped outside the continental United States is delivered FCA Incoterms® 2020 United States port of export unless otherwise mutually agreed in writing. Purchaser shall be responsible for any and all demurrage or detention charges.
- (b) If the scheduled delivery of Equipment is delayed by Purchaser or by Force Majeure, ABB may move the Equipment to storage for the account of and at the risk of Purchaser whereupon it shall be deemed to be delivered.

(c) Shipping and delivery dates are contingent upon Purchaser's timely approvals and delivery by Purchaser of any documentation required for ABB's performance hereunder.

(d) Claims for shortages or other errors in delivery must be made in writing to ABB within ten days of delivery. Equipment may not be returned except with the prior written consent of and subject to terms specified by ABB. Claims for damage after delivery shall be made directly by Purchaser with the common carrier.

### 6. Title & Risk of Loss

Except with respect to Software (for which title shall not pass, use being licensed) title to Equipment shall transfer to Purchaser upon delivery according to the applicable freight term. Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, risk of loss or damage with respect to the sale of Equipment shall pass from ABB to Purchaser at delivery as defined in this Agreement. With respect to a purchase order that obligates ABB to complete the installation of purchased Equipment, risk of loss for the Equipment shall pass from ABB to Purchaser at the earlier of the time Purchaser puts the installation to its specified purpose or until the completion of the installation pursuant to this Agreement.

### 7. Inspection, Testing and Acceptance.

- (a) Any inspection by Purchaser of Equipment on ABB's premises shall be scheduled in advance to be performed during normal working hours and subject to rules and regulations in place at the ABB premises.
- (b) If the purchase order provides for factory acceptance testing, ABB shall notify Purchaser when ABB will conduct such testing prior to shipment. Unless Purchaser states specific objections in writing within ten (10) days after completion of factory acceptance testing, completion of the acceptance test constitutes Purchaser's factory acceptance of the Equipment and its authorization for shipment.
- (c) If the purchase order provides for site acceptance testing, testing will be performed by ABB personnel to verify that the Equipment has arrived at site complete, without physical damage, and in good operating condition. Completion of site acceptance testing constitutes full and final acceptance of the Equipment. If, through no fault of ABB, acceptance testing is not completed within thirty (30) days after arrival of the Equipment at the site, the site acceptance test shall be deemed completed and the Equipment shall be deemed accepted.

### 8. Warranties and Remedies.

- (a) Equipment and Services Warranty. ABB warrants that Equipment (excluding Software, which is warranted as specified in paragraph (d) below) shall be delivered free of defects in material and workmanship and that Services shall be free of defects in workmanship. The Warranty Remedy Period for Equipment (excluding Software and Spare Parts) shall end twelve (12) months after installation or eighteen (18) months after date of shipment, whichever first occurs. The Warranty Remedy Period for new spare parts shall end twelve (12) months after date of shipment. If the purchase order includes the sale of refurbished or repaired parts, the Warranty Remedy Period for such parts shall end ninety (90) days after date of shipment. The Warranty Remedy Period for Services shall end ninety (90) days after the date of completion of Services.
- (b) Equipment and Services Remedy. If a nonconformity to the foregoing warranty is discovered in the Equipment or Services during the applicable Warranty Remedy Period, as specified above, under normal and proper use and provided the Equipment has been properly stored, installed, operated and maintained and written notice of such nonconformity is provided to ABB promptly after such discovery and within the applicable Warranty Remedy Period, ABB shall, at its option, either (i) repair or replace the nonconforming portion of the Equipment or re-perform the nonconforming Services or (ii) refund the portion of the price applicable to the nonconforming portion of Equipment or Services. If any portion of the Equipment or Services so repaired, replaced or re-performed fails to conform to the foregoing warranty, and written notice of such nonconformity is provided to ABB promptly after discovery and within the original Warranty Remedy Period applicable to such Equipment or Services or 30 days from completion of such repair, replacement or re-performance, whichever is later, ABB will repair or replace such nonconforming Equipment or re-perform the nonconforming Services. The original Warranty Remedy Period shall not otherwise be extended.
- (c) Exceptions. ABB shall not be responsible for providing temporary power, removal, installation, reimbursement for labor costs or working access to the nonconforming Equipment, including disassembly and re-assembly of non-ABB supplied equipment, or for providing transportation to or from any repair facility, or for any other expenses incurred in connection with the repair or replacement, all of which shall be at Purchaser's risk and expense. ABB shall have no obligation hereunder with respect to any Equipment which (i) has been improperly repaired or altered; (ii) has been subjected to misuse, negligence or accident; (iii) has been used in a manner contrary to ABB's instructions; (iv) is comprised of materials provided by or a design specified by Purchaser; or (v) has failed as a result of ordinary wear and tear. Equipment supplied by ABB but manufactured by others is warranted only to the extent of the manufacturer's warranty, and only the remedies, if any, provided by the manufacturer will be allowed.
- (d) Software Warranty and Remedies. ABB warrants that, except as specified below, the Software will, when properly installed, execute in accordance with ABB's published specification. If a nonconformity to the foregoing warranty is discovered during the period ending one (1) year after the date of shipment and written notice of such nonconformity is provided to ABB promptly after such discovery and within that period, including a description of the nonconformity and complete information about the manner of its discovery, ABB shall correct the nonconformity by, at its option, either (i) modifying or making available to the Purchaser instructions for modifying the Software; or (ii) making available at ABB's facility necessary corrected or replacement programs. ABB shall have no obligation with respect to any nonconformities resulting from (i) unauthorized modification of the Software or (ii) Purchaser-supplied software or interfacing. ABB does not warrant that the functions contained in the software will operate in combinations which may be selected for use by the Purchaser, or that the software products are free from errors in the nature of what is commonly categorized by the computer industry as "bugs".
- (e) THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY AND PERFORMANCE, WHETHER WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USAGE OF TRADE ARE HEREBY DISCLAIMED. THE REMEDIES STATED

HEREIN CONSTITUTE PURCHASER'S EXCLUSIVE REMEDIES AND ABB'S ENTIRE LIABILITY FOR ANY BREACH OF WARRANTY.

#### 9. Intellectual Property Infringement.

(a) ABB shall defend at its own expense any action brought against Purchaser alleging that the Equipment or the use of the Equipment to practice any process for which such Equipment is specified by ABB (a "Process") directly infringes a patent in effect in the United States, an European Union member state or the country of the Site (provided there is a corresponding patent issued by the U.S., UK or an EU member state), or any copyright or trademark registered in the country of the Site and to pay all damages and costs finally awarded in any such action, provided that Purchaser has given ABB prompt written notice of such action, all necessary assistance in the defense thereof and the right to control all aspects of the defense thereof including the right to settle or otherwise terminate such action in behalf of Purchaser.

(b) ABB shall have no obligation hereunder and this provision shall not apply to: (i) any other equipment or processes, including Equipment or Processes which have been modified or combined with other equipment or process not supplied by ABB; (ii) any Equipment or Process supplied according to a design, other than an ABB design, required by Purchaser; (iii) any products manufactured by the Equipment or Process; (iv) any use of the Equipment or Process contrary to ABB instructions; (v) any patent issued after the date hereof; or (vi) any action settled or otherwise terminated without the prior written consent of ABB.

(c) If, in any such action, the Equipment is held to constitute an infringement, or the practice of any Process using the Equipment is finally enjoined, ABB shall, at its option and its own expense, procure for Purchaser the right to continue using said Equipment; or modify or replace it with non-infringing equipment or, with Purchaser's assistance, modify the Process so that it becomes non-infringing; or remove it and refund the portion of the price allocable to the infringing Equipment. THE FOREGOING PARAGRAPHS STATE THE EXCLUSIVE LIABILITY OF ABB AND EQUIPMENT MANUFACTURER FOR ANY INTELLECTUAL PROPERTY INFRINGEMENT.

(d) To the extent that said Equipment or any part thereof is modified by Purchaser, or combined by Purchaser with equipment or processes not furnished hereunder (except to the extent that ABB is a contributory infringer) or said Equipment or any part thereof is used by Purchaser to perform a process not furnished hereunder by ABB or to produce an article, and by reason of said modification, combination, performance or production, an action is brought against ABB, Purchaser shall defend and indemnify ABB in the same manner and to the same extent that ABB would be obligated to indemnify Purchaser under this "Intellectual Property Indemnification" provision.

#### 10. Waiver of Consequential Damages.

In no event shall ABB, its suppliers or subcontractors be liable for special, indirect, incidental or consequential damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but not limited to, loss of profits or revenue, loss of data, loss of use, loss of use of any of the Equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays, and claims of customers of the Purchaser or other third parties for any damages

#### 11. Limitation of Liability.

ABB's aggregate liability for all claims whether in contract, warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from this Agreement or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any equipment covered by or furnished under this Agreement, or from any services rendered in connection therewith, shall in no case (except as provided in the section entitled "Intellectual Property Indemnification") exceed the purchase order price.

(b) All causes of action against ABB arising out of or relating to this Agreement or the performance or breach hereof shall expire unless brought within one year of the time of accrual thereof.

(c) In no event, regardless of cause, shall ABB be liable for penalties or penalty clauses of any description or for indemnification of Purchaser or others for costs, damages, or expenses arising out of or related to the Equipment and/Services.

#### 12. Laws and Regulations.

ABB does not assume any responsibility for compliance with federal, state or local laws and regulations, except as expressly set forth herein, and compliance with any laws and regulations relating to the operation or use of the Equipment or Software is the sole responsibility of the Purchaser. All laws and regulations referenced herein shall be those in effect as of the Proposal date. In the event of any subsequent revisions or changes thereto, ABB assumes no responsibility for compliance therewith. If Purchaser desires a modification as a result of any such change or revision, it shall be treated as a change per Article 4. Nothing contained herein shall be construed as imposing responsibility or liability upon ABB for obtaining any permits, licenses or approvals from any agency required in connection with the supply, erection or operation of the Equipment. This Agreement shall in all respects be governed by, and construed, interpreted and enforced in accordance with the laws of the State of New York, USA, excluding its conflicts of laws rules and the provisions of the United Nations Convention on Contracts for the International Sale of Goods, and both parties hereby agree that any litigation concerning, arising out of, or related to this Agreement, whether claims are based on contract, tort, equity or otherwise, shall be conducted only in the state or federal courts functioning in the State of New York, Manhattan County and waive the defense of an inconvenient forum in respect to any such litigation. If any provision hereof, partly or completely, shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or portion hereof and these terms shall be construed as if such invalid or unenforceable provision or portion thereof had never existed.

#### 13. OSHA

ABB warrants that the Equipment will comply with the relevant standards of the Occupational Safety and Health Act of 1970 ("OSHA") and the regulations promulgated thereunder as of the date of the Proposal. Upon prompt written notice from the Purchaser of a breach of this warranty, ABB will replace the affected part or modify it so that it conforms to such standard or regulation. ABB's obligation shall be limited to such replacement or modification. In no event shall ABB be responsible for liability arising out of the violation of any OSHA standards relating to or caused by Purchaser's design, location, operation, or maintenance of the Equipment, its use in association with other equipment of Purchaser, or the alteration of the Equipment by any party other than ABB.

#### 14. Software License.

(a) ABB owns all rights in or has the right to sublicense all of the Software, if any, to be delivered to Purchaser under this Agreement. As part of the sale made hereunder Purchaser hereby obtains a limited license to use the Software, subject to the following: (i) the Software may be used only in conjunction with equipment specified by ABB; (ii) the Software shall be kept strictly confidential; (iii) the Software shall not be copied, reverse engineered, or modified; (iv) the Purchaser's right to use the Software shall terminate immediately when the specified equipment is no longer used by the Purchaser or when otherwise terminated, e.g. for breach, hereunder; and (v) the rights to use the Software are non-exclusive and non-transferable, except with ABB's prior written consent.

(b) Nothing in this Agreement shall be deemed to convey to Purchaser any title to or ownership in the Software or the intellectual property contained therein in whole or in part, nor to designate the Software a "work made for hire" under the Copyright Act, nor to confer upon any person who is not a named party to this Agreement any right or remedy under or by reason of this Agreement. In the event of termination of this License, Purchaser shall immediately cease using the Software and, without retaining any copies, notes or excerpts thereof, return to ABB the Software and all copies thereof and shall remove all machine-readable Software from all of Purchaser's storage media.

#### 15. Intellectual Property, Inventions and Information.

(a) "Intellectual Property Rights" means all current and future rights in copyrights, trade secrets, trademarks, mask works, patents, design rights, trade dress, and any other intellectual property rights that may exist anywhere in the world, including, in each case whether unregistered, registered or comprising an application for registration, and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of the foregoing. "Technology" means all inventions, discoveries, ideas, concepts, methods, code, executables, manufacturing processes, unique compositions, mask works, designs, marks, and works of authorship fixed in the medium of expression, and materials pertaining to any of the preceding; whether or not patentable, copyrightable or subject to other forms of protection.

(b) ABB shall maintain all right, title and interest in any Technology and Intellectual Property Rights that ABB owned, created, conceived or discovered prior to entering into this Agreement, or owns, creates or discovers separately from the activities contemplated by this Agreement. Unless otherwise agreed in writing by ABB and Purchaser, ABB shall have all right, title and interest in any Technology and Intellectual Property Rights that ABB creates, conceives or discovers in furtherance of this Agreement, and ABB shall have all right, title and interest in any Technology and Intellectual Property Rights embodied in the Equipment and Services. Any design, manufacturing drawings or other information submitted to the Purchaser remains the exclusive property of ABB. Purchaser shall not, without ABB's prior written consent, copy or disclose such information to a third party, unless required by a public information request from a governmental body. Such information shall be used solely for the operation or maintenance of the Equipment and not for any other purpose, including the duplication thereof in whole or in part

#### 16. Force Majeure.

ABB shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), delays attributable to outbreaks, epidemics and pandemics, Acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority or of Purchaser, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production, and the price will be adjusted to compensate ABB for such delay.

#### 17. Cancellation

Special order, custom designed, and made-to-order Equipment are non-cancelable and non-returnable. Any other purchase order may be cancelled by Purchaser only upon prior written notice and payment of termination charges as set forth in the cancellation schedule included in the Proposal or payment of, including but not limited to, the purchase price of the work performed prior to the effective date of notice of termination, the costs identified to the purchase order incurred by ABB for work not completed, and all expenses incurred by ABB attributable to the termination, plus a fixed sum of ten (10) percent of the final total price to compensate for disruption in scheduling, planned production and other indirect costs.

#### 18. Termination

(a) No termination by Purchaser for material default shall be effective unless, within fifteen (15) days after receipt by ABB of Purchaser's written notice specifying such default, ABB shall have failed to initiate and pursue with due diligence correction of such specified default.

(b) If the event of termination for a material default, ABB shall reimburse Purchaser the difference between that portion of the Agreement price allocable to the terminated scope and the actual amounts reasonably incurred by Purchaser to complete that scope, and Purchaser shall pay to ABB the portion of the Agreement price allocable to Equipment completed and any amounts due for Services performed before the effective date of termination.

(c) ABB may terminate the Agreement (or any affected portion thereof) immediately for cause if Purchaser becomes insolvent/bankrupt, or materially breaches the Agreement, including, but not limited to, failure or delay in Purchaser making any payment when due, or fulfilling any payment conditions

#### 19. Export Control.

(a) Purchaser represents and warrants that the Equipment and Services provided hereunder and the "direct product" thereof are intended for civil use only and will not be used, directly or indirectly, for the production of chemical or biological weapons or of precursor chemicals for such weapons, or for any direct or indirect nuclear end use. Purchaser agrees not to disclose, use, export or re-export, directly or indirectly, any information provided by ABB or the "direct product" thereof as defined in the Export Control Regulations of the United States Department of Commerce, except in compliance with such Regulations.

(b) If applicable, ABB shall file for a U.S. export license, but only after appropriate documentation for the license application has been provided by Purchaser. Purchaser shall furnish such documentation within a reasonable time after purchase order acceptance. Any delay in obtaining such license shall suspend performance of this Agreement by ABB. If an export license is not granted or, if once granted, is thereafter revoked or modified by the appropriate authorities, this Agreement may be canceled

by ABB without liability for damages of any kind resulting from such cancellation. At ABB's request, Purchaser shall provide to ABB a Letter of Assurance and End-User Statement in a form reasonably satisfactory to ABB.

#### 20. Assignment

Any assignment of this Agreement or of any rights or obligations under the Agreement without prior written consent of ABB shall be void.

#### 21. Nuclear

Equipment and Services sold hereunder are not intended for use in connection with any nuclear facility or activity, and Purchaser warrants that it shall not use or permit others to use Equipment or Services for such purposes, without the advance written consent of ABB. If, in breach of this, any such use occurs, ABB (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, including without limitation any physical damage to a nuclear facility itself, resulting from a nuclear incident and, in addition to any other rights of ABB, Purchaser shall indemnify and hold ABB (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability including, but not limited to, any physical damage to the nuclear facility or surrounding properties, if any. Consent of ABB to any such use, if any, will be conditioned upon additional terms and conditions that ABB determines to be acceptable for protection against nuclear liability including but not limited to the requirement that the Purchaser and/or its end user customer shall have complete insurance protection against liability and property damage including without limitation physical damage to a nuclear facility itself or any surrounding properties, if any, resulting from a nuclear incident and shall indemnify ABB, its subcontractors, suppliers and vendors against all claims resulting from a nuclear incident including, but not limited to, any physical damage to the nuclear facility.

#### 22. Resale

If Purchaser resells any of the Equipment or Services, the sale terms shall limit ABB's liability to the buyer to the same extent that ABB's liability to Purchaser is limited hereunder. Additionally, if the end-user intends to use the Equipment or Services in connection with any nuclear facility or activity, the Purchaser shall require the end-user comply with the financial requirements under Price-Anderson Act (PAA) and secure a written release of liability which flows from the end-user to the benefit of ABB.

#### 23. Environmental, Health and Safety Matters.

(a) Purchaser shall be obligated to maintain safe working conditions at its facility or location (the "Site"), including the implementing of appropriate procedures regarding Hazardous Materials, confined space entry, and energization and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out ("LOTO") procedures including physical LOTO or a mutually agreed upon alternative method.

(b) Purchaser shall immediately advise ABB in writing of all applicable Site-specific health, safety, security and environmental requirements and procedures. Without limiting Purchaser's responsibilities hereunder, ABB has the right but not the obligation to, from time to time, review, audit and inspect applicable health, safety, security and environmental documentation, procedures and conditions at the Site.

(c) If, in ABB's reasonable opinion, the health, safety, or security of personnel or the Site is, or is likely to be, imperiled by security risks, the presence of or threat of exposure to Hazardous Materials, or unsafe working conditions, ABB may, in addition to other rights or remedies available to it, remove some or all of its personnel from Site, suspend performance of all or any part of the purchase order, and/or remotely perform or supervise work. Any such occurrence shall be considered a Force Majeure event. Purchaser shall reasonably assist in ensuring the safe departure of personnel from the Site.

(d) Purchaser shall not require or permit ABB's personnel to operate Purchaser's equipment at Site.

(e) Purchaser will make its Site medical facilities and resources reasonably available to ABB personnel who need medical attention.

(f) ABB has no responsibility or liability for the pre-existing condition of Purchaser's equipment or the Site, which is the sole responsibility of Purchaser. Prior to ABB starting any work at Site, Purchaser will provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about Purchaser's equipment or the Site that ABB may encounter while performing under this Agreement. The provision of such documentation shall in no way release Purchaser from its responsibility for said conditions. Purchaser shall disclose to ABB industrial hygiene and environmental monitoring data regarding conditions that may affect ABB's work or personnel at the Site. Purchaser shall keep ABB informed of changes in any such conditions.

(g) ABB shall promptly notify Purchaser if ABB becomes aware of: (i) conditions at the Site differing materially from those disclosed by Purchaser, or (ii) previously unknown physical conditions at Site differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement. If any such conditions cause an increase in ABB's cost of, or the time required for, performance of any part of the work under the Agreement, an equitable adjustment in price and schedule shall be made.

(h) If ABB encounters Hazardous Materials in Purchaser's equipment or at the Site that require special handling or disposal, ABB is not obligated to continue work affected by the hazardous conditions. In such an event, Purchaser shall at its sole cost and expense eliminate the hazardous conditions in accordance with applicable laws and regulations so that ABB's work under the Agreement may safely proceed, and ABB shall be entitled to an equitable adjustment of the price and schedule to compensate for any increase in ABB's cost of, or time required for, performance of any part of the work. Purchaser shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of ABB's work at the Site.

(i) Purchaser shall indemnify ABB for any and all claims, damages, losses, and expenses arising out of or relating to any Hazardous Materials which are or were (i) present in or about Purchaser's equipment or the Site prior to the commencement of ABB's work, (ii) improperly handled or disposed of by Purchaser or Purchaser's employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on Site by parties other than ABB.

#### 24. Confidentiality.

a) ABB and Purchaser (as to information disclosed, the "Disclosing Party") may each provide the other party (as to information received, the "Receiving Party") with Confidential Information in connection with this Agreement. "Confidential Information" means (a) information that is designated in writing as "confidential" or "proprietary" by Disclosing Party at the time of written disclosure, and (b) information that is orally designated as "confidential" or "proprietary" by Disclosing Party at the time of oral or visual disclosure and is confirmed to be "confidential" or "proprietary" in writing within fifteen (15) days after the oral or visual disclosure. In addition, prices for Products and Services shall be considered ABB's Confidential Information.

(b) Receiving Party agrees: (i) to use the Confidential Information only in connection with the Agreement and use of Products and Services, (ii) to take reasonable measures to prevent disclosure of the Confidential Information to third parties, and (iii) not to disclose the Confidential Information to a competitor of Disclosing Party. Notwithstanding these restrictions, each party shall permit access to the other's Confidential Information only to its employees who: (i) reasonably require access to Confidential Information for purposes approved by this Agreement, and (ii) have undertaken a binding obligation of confidentiality with respect to the confidential information of others entrusted to him or her, and (iii) have been apprised of the confidentiality obligations hereunder. ABB may disclose Confidential Information to its affiliates and subcontractors in connection with performance of the purchase order. A Receiving Party may only disclose Confidential Information to any other third party with the prior written permission of Disclosing Party, and in each case, only so long as the Receiving Party obtains a non-disclosure commitment from any such third party that prohibits disclosure of the Confidential Information and provided further that the Receiving Party remains responsible for any unauthorized use or disclosure of the Confidential Information. Receiving Party shall upon request return to Disclosing Party or destroy all copies of Confidential Information except to the extent that a specific provision of the Agreement entitles Receiving Party to retain an item of Confidential Information. ABB may also retain one archive copy of Purchaser's Confidential Information.

(c) The obligations under this Article 24 shall not apply to any portion of the Confidential Information that: (i) is or becomes generally available to the public other than as a result of disclosure by Receiving Party, its representatives or its affiliates; (ii) is or becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party when the source is not, to the best of Receiving Party's knowledge, subject to a confidentiality obligation to Disclosing Party; (iii) is independently developed by Receiving Party, its representatives or affiliates, without reference to the Confidential Information; (iv) is required to be disclosed by law or valid legal process provided that the Receiving Party intending to make disclosure in response to such requirements or process shall promptly notify the Disclosing Party in advance of such disclosure and reasonably cooperate in attempts to maintain the confidentiality of the Confidential Information.

(d) As to any individual item of Confidential Information, the restrictions under this Article 24 shall expire five (5) years after the date of disclosure. This Article 24 does not supersede any separate confidentiality or nondisclosure agreement signed by the parties.

#### 25. Non-Survival.

The following Articles shall not survive termination or cancellation of this Agreement: 5, 7, 8, 17 and 18. All other Articles shall survive the termination or cancellation of the Agreement.

#### 26. Entire Agreement.

This Agreement constitutes the entire agreement between ABB and Purchaser. There are no agreements, understandings, restrictions, warranties, or representations between ABB and Purchaser other than those set forth herein or herein provided. As stated in Article 1 of this Agreement, ABB's Proposal, Policies, Addendum(s), if any, submitted to Purchaser, shall control over any conflicting terms. ABB specifically rejects any exceptions to this Agreement, Proposals, Policies, and/or Addendum(s) on the face of any purchase order. Purchaser shall advise ABB in writing of all conflicts, errors, omissions, or discrepancies among the Proposal, Policies, Addendum(s) and this Agreement immediately upon discovery. This Agreement shall supersede any standard, preprinted terms and conditions that are automatically attached to purchase orders issued by Purchaser.

#### 27. US Government Contracts.

(a) This Article 27 applies only if the Agreement is for the direct or indirect sale to any agency of the U.S. government and/or is funded in whole or in part by any agency of the U.S. government.

(b) Purchaser agrees that all Equipment and Services provided by ABB meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial item" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. Purchaser agrees, consistent with FAR 12.212, that commercial computer software and commercial computer software documentation are licensed under ABB's Software License. To the extent the Buy America(n) Act, Trade Agreements Act, or other domestic preference requirements are applicable to this Agreement, the country of origin of Equipment is unknown unless otherwise specifically stated by ABB in this Agreement. Purchaser agrees any Services offered by ABB are exempt from the Service Contract Act of 1965 (FAR 52.222-41). The version of any applicable FAR clause listed in this Article 28 shall be the one in effect on the effective date of this Agreement.

(c) If Purchaser is an agency of the U.S. Government, then as permitted by FAR 12.302, Purchaser agrees that all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions. Purchaser further agrees the subparagraphs of FAR 52.212-5 apply only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Agreement price.

(d) If Purchaser is procuring the Equipment or Services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. Government, then Purchaser agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the purchase order price.

#### 28. Data Protection.

(a) The parties agree that the protection of Personal Data is very important. If Purchaser discloses Personal Data to ABB, ABB shall comply with all applicable data protection laws and regulations. Purchaser shall comply with all applicable data protection laws and regulations in respect of any Personal Data it receives from ABB in the course of receiving the Equipment or Services.

(b) The parties agree that neither will withhold or delay its consent to any changes to this clause which are required to be made in order to comply with applicable data protection laws and regulations and/or with guide-lines and order from any competent supervisory authority, and their application to the Equipment or Services from time to time, and agrees to implement any such changes at no additional cost to the other party.

(c) The parties acknowledge that the processing of Personal Data in accordance with this purchase order may require the conclusion of additional data processing agreements or additional data protection agreements. If and to the extent such additional data processing agreements or additional data protection agreements are not initially concluded as part of the purchase order, the parties shall, and shall ensure that their relevant affiliates or subcontractors shall, upon the other's request promptly enter into any such agreement with an affiliate, as designated by the other party and as required by mandatory law or a competent data protection or other competent authority.

**CITY OF DES PLAINES**

**RESOLUTION R - 158 - 23**

**A RESOLUTION APPROVING THE PURCHASE OF A REPLACEMENT MOTOR CONTROL CENTER FROM PARAMONT-EO, INC. FOR THE CENTRAL ROAD PUMPING STATION.**

**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 sufficient funds in the Water/Sewer Fund for use by the Department of Public Works and Engineering during the 2023 fiscal year for the purchase of a replacement Motor Control Center for the Central Road Pumping Station ("*MCC*"); and

**WHEREAS**, pursuant to Chapter 10 of Title 1 of the City of Des Plaines City Code ("*City Code*") and the City's purchasing policy, City staff requested proposals for the purchase of the MCC; and

**WHEREAS**, Paramont-EO, Inc. ("*Vendor*") submitted a proposal for the purchase of the MCC in the amount of \$90,900; 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 MCC from Vendor in the amount of \$90,900;

**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 MCC is hereby waived.

**SECTION 3: APPROVAL OF PURCHASE.** The City Council hereby approves the purchase of the MCC from Vendor in the amount of \$90,900.

**SECTION 4: AUTHORIZATION OF PURCHASE.** The City Manager is hereby authorized and directed to execute such documents and make such payments, on behalf of the City, as are necessary to purchase the MCC from Vendor in the amount of \$90,900.

**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 Purchase of a Replacement MCC for Central Rd Pumping Station from Paramount-EO Inc



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: August 24, 2023  
 To: Michael G. Bartholomew, MCP, LEED-AP, City Manager  
 From: Rob Greenfield, Superintendent of Utilities *RG*  
 Timothy Watkins, Assistant Director of Public Works and Engineering *TW*  
 Cc: Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering  
 Subject: Central Road Pumping Station, Variable Frequency Drives Purchase

**Issue:** The approved 2023 City budget includes funds for the addition of variable frequency drives (VFDs) for two pumps at the Central Road Pumping Station.

**Analysis:** The pumps at the Central Road Pumping Station were installed in 2015. In order to improve efficiency, we are adding VFDs to two of the pumps. VFDs allow us to better regulate flow and reduce power consumption. Due to space constraints within the pump station and performance specifications for the VFDs, the only units that will work for this project are manufactured by ABB. ABB sells their products through a local sales representative. Our local sales representative is LAI, Ltd. and they have provided a proposal in the amount of \$73,000.00. Pre-purchasing the equipment reduces contractors’ markups and contract times for the procurement and installation.

**Recommendation:** We recommend, in the best interest of the City, that the City Council approve the Central Rd Pump Station VFD purchase in the amount of \$73,000.00 from LAI, Ltd., 5400 Newport Drive, Rolling Meadows, IL 60008. This expenditure will be paid with budgeted Water/Sewer Funds.

**Attachments:**  
 Attachment 1 – LAI, Ltd. Proposal  
 Resolution R-159-23





June 15, 2023

### SCOPES

To: Tim Watkins  
City of Des Plaines

Engineer: Trotter & Associates.  
Crystal Lake, IL

Re: City of Des Plaines  
Central Rd Pump Station

\*\*\*\*\*

Qty (2) Nema 1 enclosure for below drive with manual bypass, HOA and Auto/bypass. Run and Fail lights

ACQ580-31-180A-4 Ultra Low Harmonic VFD  
ACQ580 Water/Wastewater drive - supply voltage at 480 VAC Three Phase. 180 Rated Output Amps (150 HP), UL (NEMA) Type 1, Frame size - R8  
FENA-21-KIT 2-port Ethernet (EtherNet/IP, Modbus/TCP, PROFINET)(FENA-21-KIT)

TOTAL PRICE ..... \$ 73,000.00

Terms: 100% net 45 day  
Submittal Lead time: 2 weeks  
Delivery after approval 20 to 34 weeks  
FOB factory frt allowed. Unloading by others  
Quote valid for 60 days

In the event, you should require additional information pertaining to this proposal, please feel free to contact this office.

Very truly yours,

Timothy A. Tack

# Submittal Schedule

This schedule includes the products supplied as part of this submittal.

Schedule			Motor Data <sup>1</sup>			Drive Data			
Item	Qty	Tag	HP	FLA	Volts	Product ID	HP	Amps	Volts
1	1		150	180	460 VAC	ACQ580-31-180A-4	150	180	480 VAC
<b>Notes:</b> <ol style="list-style-type: none"> <li>AC motor data is per National Electrical Code Table 430.250 for typical motors used in most applications. It is provided as typical data only. DC motor data is per typical industry standards. Actual motor data may vary</li> </ol>									

## ACQ580-31, ultra-low harmonic drives

The ACQ580 ultra-low harmonic (ULH) drives provide all the features, benefits, and value of the ACQ580 platform in an unprecedented compact design that delivers unity power factor with 3% or less THiD.

By meeting the most stringent requirements of IEEE519, the ACQ580 ULH drive minimizes risk of electrical disturbance when operating on a back-up generator.

There's no need to mitigate harmonics if you barely create them to begin with.

### It's not a problem as ABB Ultra-low harmonic drives:

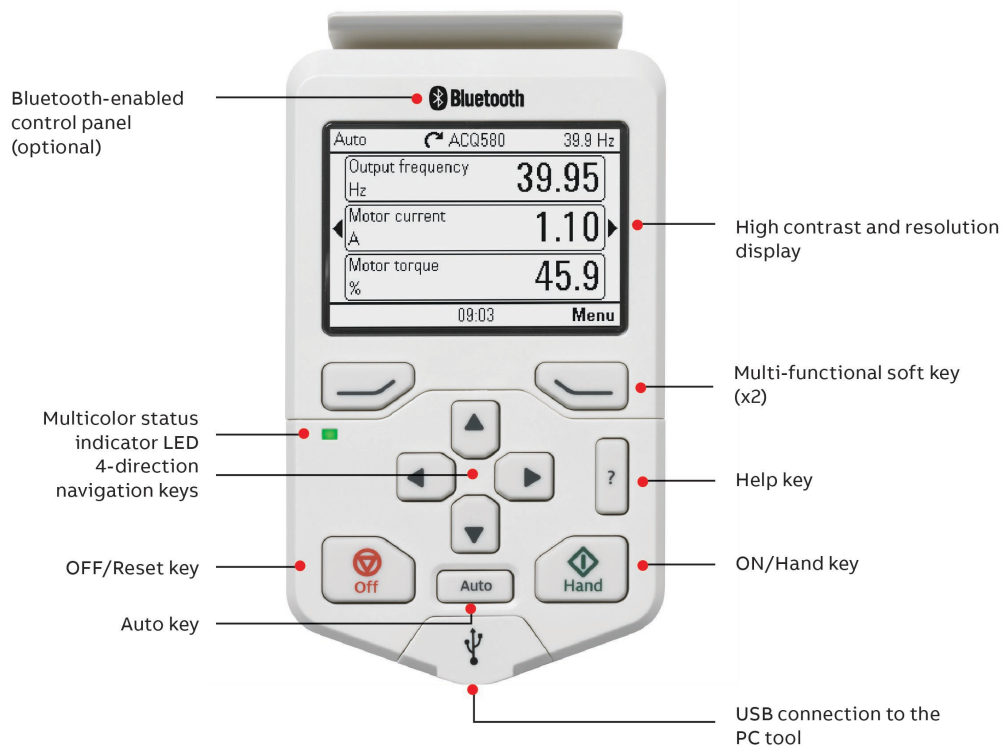
- Meet the most stringent recommendations of IEEE519 at the drive terminals.
- Are generator-friendly.
- Have a perfect 1.0 power factor.
- Take up less space.
- Do not require external harmonic mitigation devices.
- Install easily with 3 wires in and 3 wires out.
- Reduce electrical network losses and improve transformer utilization.
- Supply full voltage to the motor in low line voltage conditions.
- Embody four generations of ABB ULH experience.
- Employ a common all-compatible user interface.
- Use familiar, menu-driven, simple text for programming.



# Control panel features

## The ACQ580 Assistant Control Panel features:

- Intuitive to operate
- Primary Settings menu to ease drive commissioning
- Real Time Clock
- Diagnostic and Maintenance functions
- Full Graphic Display, including Chart, Graph, Meter options
- 21 editable home views
- USB interface for PC and tool connection as standard
- Parameters are Alpha-numeric
- Supports 14 languages as standard
- Dedicated Help key
- 4 User Sets
- Parameters stored in control panel memory for later transfer to other drives or for backup of a particular system.
- Back-up and Restore
  - Parameters and/or motor data
  - Automatic back-up 2 hours after parameter change
- Modified Parameter Display
  - Creates unique short menu
  - Shows parameters that differ from default



---

# Feature overview

## ACQ580 Ultra-low harmonic advantages

- THDi is 3% or less at nominal load conditions, meeting the most stringent specification standards calling IEEE519 at the drive terminals
- The ABB Ultra-Low Harmonic design reduces the size and space requirements for conventional harmonic mitigating solutions.
- Simple 3 wires in, 3 wires out, no need to wire other devices like phase shifting transformers or passive filters.
- Full voltage supplied to the motor in low line voltage conditions
- Unity (1.0) Power Factor reduces losses in the electrical network and reduces heat damage.
- Generator friendly design greatly limits harmonics and maintains unity power factor across the speed range
- 4th generation ULH drive

## Water Application Functions

Intelligent multi-pump control  
Quick ramps  
Sleep boost  
Auto change  
Level control  
Soft pipe fill  
Sensorless flow calculations  
Pump cleaning  
Pump priority  
Two independent adjustable accel/decel ramp  
Two or three wire start/stop control  
Motor preheating  
PID controllers for motor and process  
Motor flying start Process PID control  
Coast to stop Ramp to stop  
Real-time clock (scheduling)  
Run permissives  
Start interlock delayed start  
PID controller parameters  
PID sleep / wake-up  
Set point controllers (process and external)  
Dry pump protection  
Dry run protection  
Pressure protection

- Inlet pressure protection
- Maximum pressure protection
- Minimum pressure protection

Flow protection  
Start-up assistants  
Primary settings for ease of use  
Sophisticated process control  
Energy optimizer and calculator  
Diagnostic assistant  
Built-in and stand-alone process control  
PID loop  
Load profile  
Adaptive programming

## Motor control features

Scaler (V/Hz) and vector control Motor  
ID run  
U/F ratio

- Linear
- Squared

Energy optimization IR compensation  
Slip compensation  
Critical frequency lockout bands  
Flux braking

## Communication Protocols

Standard Modbus RTU (EIA-485)  
Available optional protocols:

- Ethernet I/P
- DeviceNet
- Modbus TCP
- Profibus-DP
- PROFINET

# Control connections

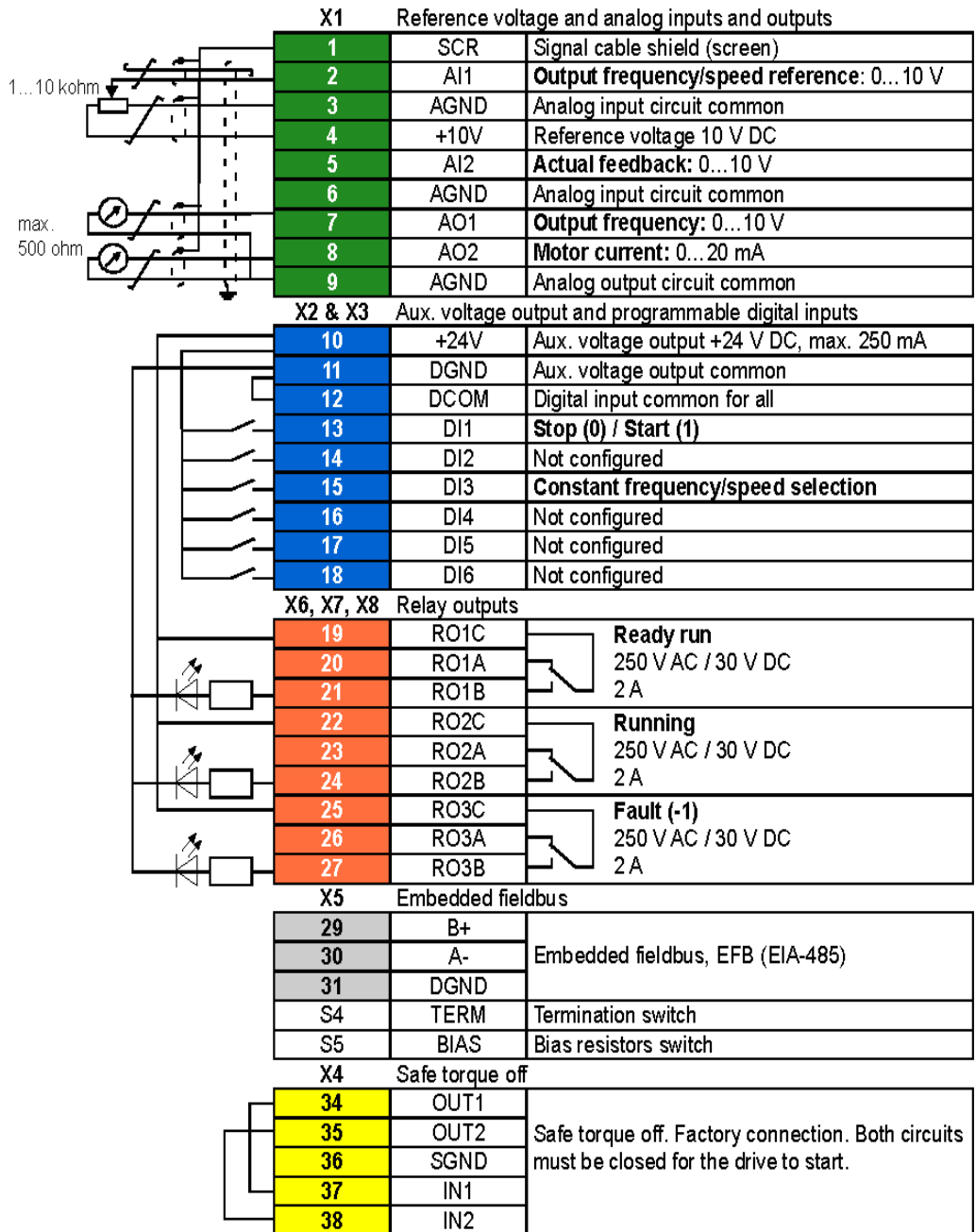
## Default I/O connections

This is the default configuration of control connections for water and waste water applications.

## Default control connections for the Water default

### Control panel functions / features

- First start assistant
- Primary settings for W/WW applications
- Hand-Off-Auto operation
- Full-graphic and multi-lingual display
- Parameters are alpha-numeric
- 21 editable home views
- Four user sets
- Dedicated Help key
- Backup/restore (read/write) of parameters and motor data
- Automatic back-up two hours after parameter change
- Parameters stored in control panel memory
- Standard USB interface for PC and tool connection
- Operating data display:
  - Output frequency (Hz)



# Technical specifications

<b>Supply connection</b>	
Input voltage (U <sub>1</sub> ) ACQ580-31-xxxA-4	440 to 480 V
Input voltage tolerance	10% / -15%
Line Limitations	Max ±3% of nominal phase to phase input voltage
Power Factor (cos φ) at nominal load ACQ580-31	1.0
Efficiency at rated power ACQ580-31	96.5%
<b>Motor connection</b>	
Supported motor control	Scalar and vector
Supported motor types	Asynchronous motor, permanent magnet motor (vector), SynRM (vector)
Voltage	3-phase, from 0 to supply voltage
Frequency	0 to 500 Hz
Short Term Overload Capacity Variable Torque	110% for 1 min/10min
Peak Overload Capacity Variable Torque	1.35 for 2 second (2 sec / 10 min)
Switching Frequency R3, R6 R8	2, 4, 8 or 12 kHz (up to 60 hp) 2, 4, or 8 (up to 150 hp) Automatic fold back in case of overload
Acceleration/Deceleration Time	0 to 1800 s
Short Circuit Current Rating (SCCR)	100 kA (UL) with fusing
<b>External power supply</b>	
ACQ580-31 R3/R6/R8: Standard	1.50 A at 24 V AC/DC ±10% / 36W
<b>Safety</b>	
Safe Torque Off (STO)	
STO Standard Input	17...30 VDC, 55mA
<b>Degree of protection</b>	
Degree of protection (IEC/EN 60529) ACQ580-31	IP21, IP55
Enclosure types (UL 508C/61800-5-1) ACQ580-31	UL (NEMA) Type 1 & 12

<b>Inputs and outputs (drive)</b>	
2 analog inputs	Selection of Current/Voltage input mode is user programmable.
Voltage reference	0 (2) to 10 V, $R_{in} > 200 \text{ k}\Omega$
Current reference	0 (4) to 20 mA, $R_{in} = 100 \Omega$
Potentiometer reference value	10 V $\pm 1\%$ max. 20 mA
2 analog outputs	AO1 is user programmable for current or voltage. AO2 current
Voltage reference	0 to 10 V, $R_{load} > 100 \text{ k}\Omega$
Current reference	0 to 20 mA, $R_{load} < 500 \Omega$
Applicable potentiometer	1 k $\Omega$ to 10 k $\Omega$
Internal auxiliary voltage	24 V DC $\pm 10\%$ , max. 250 mA
Accuracy	+/- 1% full scale range at 25°C (77°F)
Output updating time	2 ms
6 digital inputs	12 to 24 V DC, 10 to 24 V AC, Connectivity of PTC sensors supported by a single digital input. PNP or NPN connection (5 DIs with NPN connection). Programmable
Input Updating Time	2 ms
3 relay outputs	Maximum switching voltage 250 V AC/30 V DC. Maximum continuous current 2 A rms. Programmable, Form C
Contact material	Silver Tin Oxide (AgSnO <sub>2</sub> )
PTC, PT100 and PT1000	Any of the analog inputs, or digital input 6, are configurable for PTC with up to 6 sensors.
Adjustable filters on analog inputs and outputs	
All control inputs isolated from ground and power	
<b>Operation</b>	
Air temperature	-15 to +40°C (5 to 104°F) 50°C (122°F) available with derate 0 to 15 °C (32 to 5°F) No Frost Allowed Output derated above +40°C (104°F)
Installation site altitude	0 to 1000 m (3281 ft) above sea level Output derated above 1000m (3,281 ft) up to 4000m (13,123ft)
Relative humidity	5 to 95% No condensation allowed Maximum relative humidity is 60% in the presence of corrosive gasses
Atmospheric pressure	70 to 106 kPa (10.2 to 15.4 PSI) 0.7 to 1.05 atmospheres
Vibration	Risk category IV Certified (IBC 2018)
<b>Environmental protections</b>	
Chemical Gasses	Class 3C2 (UL (NEMA) Type 1, IP21) Class 3C2 (UL (NEMA) Type 12, IP55) <b>Note:</b> Conformal coated PCBs
Solid Particles	Class 3S2 No conductive dust allowed
Pollution degree (IEC/EN 61800-5-1)	Pollution degree 2



<b>Product compliance</b>	
Standards and directives	
Low Voltage Directive 2006/95/EC	
EMC Directive 2004/108/EC	
60721-3-3: 2002	
60721-3-1:1997	
Quality assurance system ISO 9001 and	
Environmental system ISO 14001	
CE, UL, cUL, and EAC approvals	
Galvanic isolation according to PELV	
RoHS2 (Restriction of Hazardous Substances)	
EN 61800-5-1: 2007; IEC/EN 61000-3-12;	
EN 61800-3: 2017 + A1: 2012 Category C3	
(1st environment restricted distribution);	
Safe torque off (EN 61800-5-2)	
Seismic (IBC, OSHPD)	
EMC (according to EN61800-3)	Class C3 (1st environment, restricted distribution)
<b>Available options</b>	
External 24V AC/DC and digital I/O extension (2xRO and 1xDO) (CMOD-01)	
Additional 115/230 V Digital input (6xDI and 2xRO) (CHDI-01)	
Fieldbus Adapter Modules	EtherNet/IP, Modbus TCP, PROFIBUS-DP, PROFINET, DeviceNet
Operation, Programming and Diagnostic Tool	Drive Composer Pro / Entry
Cold configuration tool (CCA-01)	
Keypad	
Standard	Hand/Off/Auto
Optional	Bluetooth
<b>Storage (in Protective Shipping Package)</b>	
Air Temperature	-40 to +70°C (-40 to +158°F)
Relative Humidity	95% maximum No condensation allowed Maximum relative humidity is 60% in the presence of corrosive gasses
Chemical Gasses	Class 1C2
Solid Particles	Class 1S2 Contact ABB regarding Class 1S3
Atmospheric pressure	70 to 106 kPa 0.7 to 1.05 atmospheres
Vibration	
R3	In accordance with ISTA 1A
R6, R8	In accordance with ISTA 3E
<b>Transportation (in Protective Shipping Package)</b>	
Air Temperature	-40° to 70°C (-40° to 158°F)
Relative Humidity	95% maximum No condensation allowed Maximum relative humidity is 60% in the presence of corrosive gasses
Atmospheric Pressure	60 to 106 kPa (8.7 to 15.4 PSI) 0.6 to 1.05 atmospheres
Free Fall	
R3	46 cm (18 in)
R6, R8	23 cm (9.1 in)
Chemical Gasses	Class 2C2
Solid Particles	Class 2S2
Shock/ Drop	
R3	In accordance with ISTA 1A
R6, R8	In accordance with ISTA 3E
Vibration	
R3	In accordance with ISTA 1A
R6, R8	In accordance with ISTA 3E

# Engineering Data Summary

## Replacement Fuses

Drive input fuses are recommended to disconnect the drive from power in the event that a component fails in the drive's power circuitry. Recommended drive input fuse specifications are listed in the *Submittal Schedule Details* and in the *Fuse Ratings Table*. Fuse rating information is provided for customer reference.

Item	Catalog Number	Drive Input Fuse Ratings	
		Amps (600V)	Bussmann Type
1	ACQ580-31-180A-4	300	Class T

## Terminal Sizes / Cable Connection Requirements

Power and motor cable terminal sizes and connection requirements are shown in the *Submittal Schedule Details* and in the *Terminal Sizes / Cable Connection Requirements Table*. The information provided below is for connections to input power and motor cables. These connections may be made to an input circuit breaker or disconnect switch, a motor terminal block, overload relay, and/or directly to bus bars and ground lugs. The table also lists torque that should be applied when tightening terminals and spacing requirements where multiple mounting holes are provided in the bus bar.

Item	Catalog Number	Input Wiring	Output Wiring	Ground Wiring
1	ACQ580-31-180A-4	#4...300 22.5 lbf-ft	#4...300 22.5 lbf-ft	250MCM...350MCM 7.2 lbf-ft

## Heat Dissipation Requirements

The cooling air entering the drive must be clean and free from corrosive materials. The *Submittal Schedule Details* and the *Heat Dissipation Requirements table* below give the heat dissipated into the hot air exhausted from the drives. If the drives are installed in a confined space, the heat must be removed from the area by ventilation or air conditioning equipment.

Item	Catalog Number	Watts	BTU/Hr
1	ACQ580-31-180A-4	3355	11,441

## Dimensions and Weights

Dimensions and weights of the drives provided are given in the *Submittal Schedule Details* and in the *Dimensions and Weights Table*. The table also lists the applicable dimension drawings that include additional detail. Dimension drawings may be provided in the back of this submittal.

Item	Catalog Number	Height mm (in)	Width mm (in)	Depth mm (in)	Weight kg (lbs)
1	ACQ580-31-180A-4	965 (38.00)	300 (11.82)	438 (17.25)	112 (247)

## Free Space Requirements, Standalone

Free Space Requirements for standalone mounting.

Item	Catalog Number	Standalone, Above mm (in)	Standalone, Below mm (in)	Standalone, Sides mm (in)
1	ACQ580-31-180A-4	200 (7.88)	300 (11.82)	30 (1.19)

## **Free Space Requirements, Side by Side**

Free Space Requirements for side by side mounting.

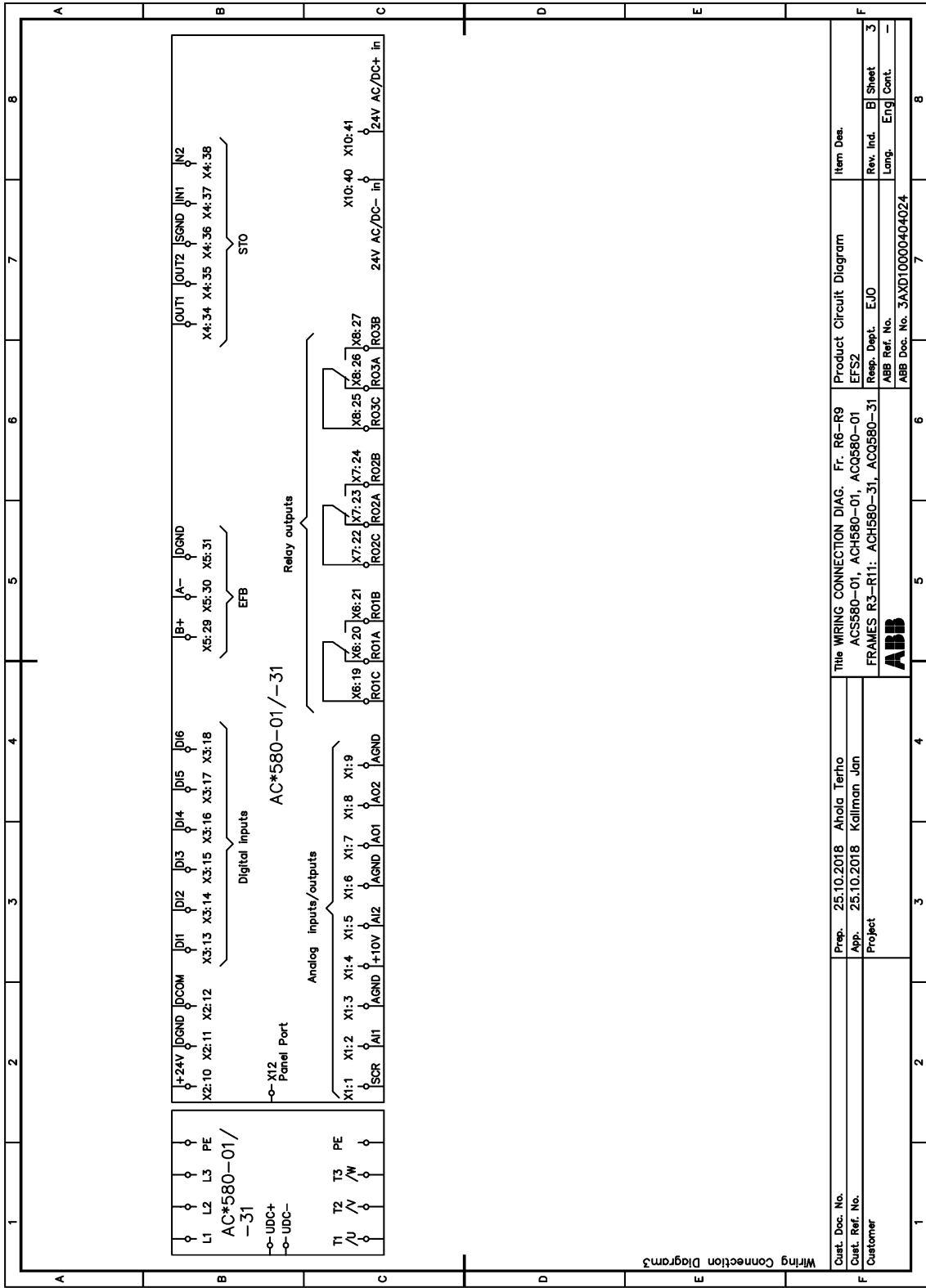
<b>Item</b>	<b>Catalog Number</b>	<b>Side by Side, Above mm (in)</b>	<b>Side by Side, Below mm (in)</b>	<b>Side by Side, Sides mm (in)</b>
1	ACQ580-31-180A-4	200 (7.88)	300 (11.82)	0 (0.01)

## **Product Short Circuit Current Rating**

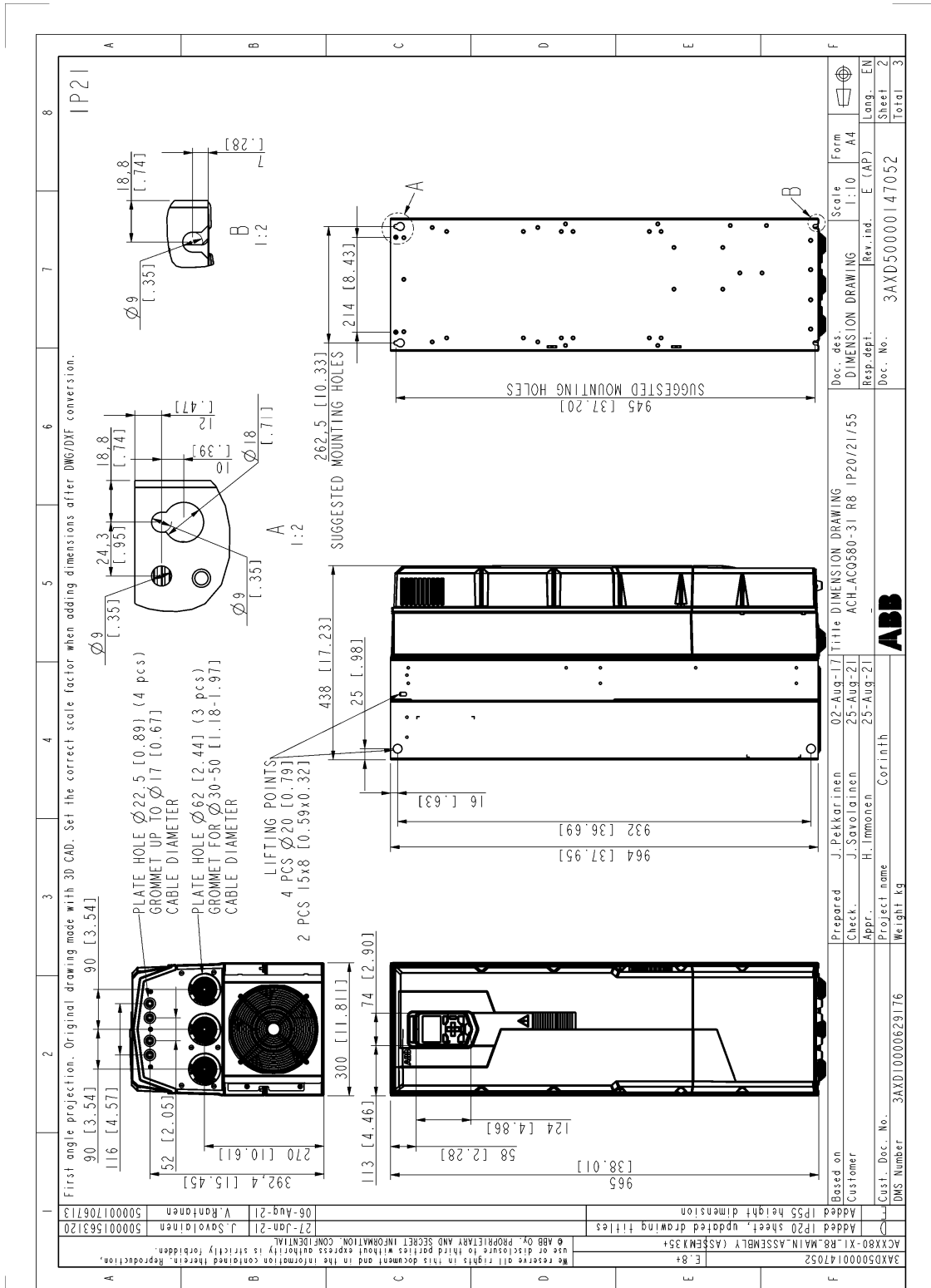
Short circuit ratings shown below are as show on the device rating label.

<b>Item</b>	<b>Catalog Number</b>	<b>Short Circuit Current Rating</b>
1	ACQ580-31-180A-4	100 kA with fusing

<b>Item</b> 1	<b>Part Number</b> ACQ580-31-180A-4	<b>Customer Designation</b>
------------------	----------------------------------------	-----------------------------



<b>Item</b> 1	<b>Part Number</b> ACQ580-31-180A-4	<b>Customer Designation</b>
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**CITY OF DES PLAINES**

**RESOLUTION R - 159 - 23**

**A RESOLUTION APPROVING THE PURCHASE OF VARIABLE FREQUENCY DRIVES (VFDS) FROM LAI, LTD. FOR THE CENTRAL ROAD PUMPING STATION.**

**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 sufficient funds in the Water/Sewer Fund for use by the Department of Public Works and Engineering during the 2023 fiscal year for the purchase of two variable frequency drives for the Central Road Pumping Station (collectively, "*VFDS*"); and

**WHEREAS**, pursuant to Chapter 10 of Title 1 of the City of Des Plaines City Code ("*City Code*") and the City's purchasing policy, City staff requested proposals for the purchase of the VFDs; and

**WHEREAS**, LAI, Ltd. ("*Vendor*") submitted a proposal for the purchase of VFDs in the amount of \$73,000; 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 VFDs from Vendor in the amount of \$73,000;

**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 VFDs is hereby waived.

**SECTION 3: APPROVAL OF PURCHASE.** The City Council hereby approves the purchase of the VFDs from Vendor in the amount of \$73,000.

**SECTION 4: AUTHORIZATION OF PURCHASE.** The City Manager is hereby authorized and directed to execute such documents and make such payments, on behalf of the City, as are necessary to purchase the VFDs from Vendor in the amount of \$73,000.

**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 Purchase of VFDs for Central Rd Pumping Station from LAI Ltd

**FIRE DEPARTMENT**

405 S. River Road  
Des Plaines, IL 60016  
P: 847.391.5333  
desplaines.org

**MEMORANDUM**

Date: August 12, 2023  
To: Michael G. Bartholomew, City Manager  
From: Sam Foster, Deputy Fire Chief *SF*  
cc: Daniel Anderson, Fire Chief  
Subject: Purchase of Staff Vehicle Emergency Equipment

**Issue:** The Fire Department needs to purchase the equipment necessary for upfitting of three replacement staff vehicles. In anticipation of the arrival of the three replacement staff vehicles ordered in 2022, this equipment is necessary for the outfitting of the vehicles before they are to be placed into service.

**Analysis:** Fire Department staff identified applicable equipment that would satisfy our operational needs e.g., emergency lighting, sirens, radio, equipment mounts, etc. We contacted multiple vendors for system design and pricing along with installation costs.

**Recommendation:** I recommend the City Council approve the purchase of the staff vehicle equipment from Fleet Safety Supply of Naperville, Illinois in the amount of \$40,751.10. This purchase will come from budgeted funds in the Equipment Replacement account 410-70-000-0000.8015.

**Attachments:**

Attachment 1 - Fleet Safety Supply Quotation No. 70568R1  
Attachment 2 - EVT Tech Quotation No. 4120  
Attachment 3 - Communications Direct Inc. Quotation No. 230817DPF  
Resolution R-160-23



Fleet Safety Supply  
P.O. Box 649  
Naperville, IL 60566  
(630) 527-1341 Phone/Fax

# Price Quote

DATE	ESTIMATE NO.
11/10/2022	70568R1

<b>NAME / ADDRESS</b>
Des Plaines Fire Department 405 S. River Rd Des Plaines, IL 60016

<b>TERMS</b>	<b>FOB</b>	<b>P.O.</b>
Net 30 Days	Naperville,IL	

ITEM	DESCRIPTION	QTY	COST	TOTAL
	2023 Utility (Whelen)			
	*** Installer Note: All lightheads to be set to steady ***			
	*** All lightheads warranted for 5 years and unlimited programming assistance ***			
	Headlight flasher coming with vehicle			
	Grille			
WH-MCRNTR	Stud Mount Micron (Red)	1	114.00	114.00
WH-MCRNTG	Stud Mount Micron (Green)	1	141.00	141.00
	Preemption			
CO-LINEARMTC	Microthin, Linear Tube with Cable (Clear)	1	184.50	184.50
TE-401-1228-PREHI	Single head preemption emitter	1	375.00	375.00
	Pre-molded holes			
FS-416910Z-W	Corner LED System, Single corner LED light head with in-line flasher, (White)	2	86.125	172.25
WH-VTXADAPT	VERTEX TWIST-IN ADAPTER KIT	2	14.00	28.00
	Package including front and rear windshield lights, siren, and speaker			
WH-BW50UFX	WCX DUO IE XLP 12LT 20 UTILITY	1	936.88	936.88
WH-ISDD	Inner Edge® FST™ WeCan®, One DUO™ Lighthead for FST™ and RST™, For WeCan® Series Only, Price Available When Ordered with Inner Edge® Tray (Red/White)	9	0.00	0.00

Thank you for using Fleet Safety Supply!!!	<b>TOTAL</b>
--------------------------------------------	--------------

Fleet Safety Supply  
P.O. Box 649  
Naperville, IL 60566  
(630) 527-1341 Phone/Fax

# Price Quote

DATE	ESTIMATE NO.
11/10/2022	70568R1

<b>NAME / ADDRESS</b>
Des Plaines Fire Department 405 S. River Rd Des Plaines, IL 60016

<b>TERMS</b>	<b>FOB</b>	<b>P.O.</b>
Net 30 Days	Naperville,IL	

ITEM	DESCRIPTION	QTY	COST	TOTAL
WH-ISDH	Inner Edge® FST™ WeCan®, One DUO™ Lighthead for FST™ and RST™, For WeCan® Series Only, Price Available When Ordered with Inner Edge® Tray (Green/White)	3	0.00	0.00
WH-BS50Z	Inner Edge® RST™ WeCanX™ Series, Rear Facing Super-LED® Lightbars with Proclera® Silicone Optic, Ford Police Interceptor Utility, 2020, SOLO™ or DUO™, Upper Rear Housing for Ten Lamp *** Don't forget color modules ***	1	1,008.75	1,008.75
WH-ISDK	Inner Edge® Series, One DUO™ Lighthead for FST™ and RST™, For WeCan® Series Only, Price Available When Ordered with Inner Edge® Tray (Red/Amber)	10	0.00	0.00
WH-C399	CORE Amplifier, Control Module, Flashing Outputs, Includes 3 WeCan Ports and Controls up to 99 Devices/Remote Modules, Includes Choice of Control Head Ordered Separately. No Charge when ordered with C399	1	1,210.00	1,210.00
WH-CCTL6	Includes Three Section Control Head and Eight Push Buttons, 4-Position Slide Switch with a 7-Position Rotary Knob, Manual , Airhorn Plus Three Traffic Avisor Switches and Microphone with Extension Cable, No Charge when Purchased with C399	1	0.00	0.00
WH-C399K7	OBD II CANPORT KIT 2021 Ford F-150, 2020-2022 Ford Interceptor Utility and 2021 Ford Mustang Mach-E Installation Kit for C399 (Not for use with Core-R™)	1	0.00	0.00
WH-SA315P	123dB Speaker, Nylon Composite, 100 watt	1	191.88	191.88
WH-SAK66D	SA-315 MT KIT EXPLORER DRVR	1	0.00	0.00
WH-SA315P	Additional speaker 123dB Speaker, Nylon Composite, 100 watt	1	191.88	191.88
WH-SAK66P	SA-315 MT KIT EXPLORER PASS	1	36.75	36.75
SO-ENT2B3-D	Mounted under mirrors Intersector LED Light, Under Mirror Light, 18 LED, Dual Colors, Red/White	2	209.25	418.50

Thank you for using Fleet Safety Supply!!!

**TOTAL**

Fleet Safety Supply  
P.O. Box 649  
Naperville, IL 60566  
(630) 527-1341 Phone/Fax

# Price Quote

DATE	ESTIMATE NO.
11/10/2022	70568R1

<b>NAME / ADDRESS</b>
Des Plaines Fire Department 405 S. River Rd Des Plaines, IL 60016

<b>TERMS</b>	<b>FOB</b>	<b>P.O.</b>
Net 30 Days	Naperville,IL	

ITEM	DESCRIPTION	QTY	COST	TOTAL
	*** Installer Note: Red only in park ***			
WH-I2D	Rear Side Cargo Windows Ion Duo Series Linear-LED, Universal Light, Includes Universal Mount, Scan-Lock™ Flash Patterns and a 5-Wire Pig Tail, Individual Control of each Color, Black Housing (Red/White)	2	146.25	292.50
	*** Installer Note: White will not be used. Program lights with Red/Red pattern ***			
FS-MPSW9-R	License Plate MicroPulse Wide Angle, 9-LED lighthouse, (Red)	2	168.95	337.90
FSS-MPSW9LPBRK...	License Plate Bracket for Single Surface Mount MicroPulse Wide 9 with wire Slot (1 Pair)	1	90.00	90.00
SO-ETTFUT-16	Taillights Plug & Play taillight flasher Ford Explorer 2016-2020	1	112.50	112.50
SY-7440-LED	Sylvania Zevo 7440 T20 White LED Bulb (contains 2 bulbs)	1	37.95	37.95
WH-3SC0CDCR	Mounted on tailgate facing down 3" Compartment Light, (White)	2	68.25	136.50
	*** Installer Note: Tie into car's interior lights ***			
HS-C-VS-0618-INUT	Console 2020 Ford Interceptor Utility Specific Flat Console, Horizontal console with 24" total internal mounting space	1	381.44	381.44
HS-C-EB40-CCS-1P	Equipment Bracket, One-Piece, Whelen CenCom, CanTrol 4"	1	0.00	0.00
HS-Mis	Faceplate for two-way radio #1	1	0.00	0.00
HS-Mis	Faceplate for two-way radio #2	1	0.00	0.00
HS-C-AP-0325-1	3" Accessory Pocket, 2.5" Deep	1	37.18	37.18

Thank you for using Fleet Safety Supply!!!	<b>TOTAL</b>
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Fleet Safety Supply  
P.O. Box 649  
Naperville, IL 60566  
(630) 527-1341 Phone/Fax

# Price Quote

DATE	ESTIMATE NO.
11/10/2022	70568R1

NAME / ADDRESS
Des Plaines Fire Department 405 S. River Rd Des Plaines, IL 60016

TERMS	FOB	P.O.
Net 30 Days	Naperville,IL	

ITEM	DESCRIPTION	QTY	COST	TOTAL
HS-CUP2-1001	Self-Adjusting Double Cup Holder, Internally mounted dual cup holder, Self-adjusts to fit cups up to 3.5" in diameter, Occupies 4-inches of equipment bracket space, with a depth of 3-inches 4"	1	47.45	47.45
	*** Remaining space ***			
HS-C-ARM-102	Console, Accessory, Arm rest, External mount, Small arm rest pad, Height adjustable, Side mount	2	59.85	119.70
HS-C-MCB	Mic Mount Bracket, L-shaped	2	14.50	29.00
MM-MMSU-1	Magnetic Mic Single Unit	2	39.95	79.90
	Computer Mount			
HS-C-HDM-222	Internal Pole Mount for 2020 Ford Interceptor Utility Flat Console, Uses 3" of mounting space	1	210.53	210.53
	** This product blocks knockout in console, additional USB plate required **			
HS-C-HDM-302	Fixed adapter, Heavy duty mount, 4" Offset bracket	1	68.70	68.70
HS-C-MD-202	Tilt Swivel Motion, 90° vertical tilt movement provides improved viewing angle	1	61.43	61.43
	Battery Charger			
NOCO-GENPRO10X1	NOCO Genius GENPRO10X1, 1-Bank, 10-Amp (10-Amp Per Bank) Fully-Automatic Smart Marine Charger, 12V Onboard Battery Charger, Battery Maintainer And Battery Desulfator With Temperature Compensation	1	175.00	175.00
NOCO-GCP2	NOCO GCP2 15 Amp AC Port Plug, 125 Volt Power Inlet Socket, And Waterproof Electrical Outlet Receptacle Box With Dual 18-Inch Integrated Outdoor Extension Cord	1	34.95	34.95
HS-CG-X	Chargeguard	1	89.50	89.50
	Trunk Tray			

Thank you for using Fleet Safety Supply!!!	<b>TOTAL</b>
--------------------------------------------	--------------

Fleet Safety Supply  
P.O. Box 649  
Naperville, IL 60566  
(630) 527-1341 Phone/Fax

# Price Quote

DATE	ESTIMATE NO.
11/10/2022	70568R1

NAME / ADDRESS
Des Plaines Fire Department 405 S. River Rd Des Plaines, IL 60016

TERMS	FOB	P.O.
Net 30 Days	Naperville,IL	

ITEM	DESCRIPTION	QTY	COST	TOTAL
HS-PKG-TTP-INUT-...	Premium Package – Raised Fold-Up Equipment Tray & Cargo Plate With 200 Lbs Lift Struts For 2020-2023 Ford Interceptor Utility (complete model number: PKG-TTP-INUT-1201-4)	1	1,337.18	1,337.18
Install	Installation of Equipment by Camz Communications per email on 8/15	1	4,895.00	4,895.00

Thank you for using Fleet Safety Supply!!!	<b>TOTAL</b>	\$13,583.70
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EVT Tech  
 9910 W 190th Street, Suite E  
 Mokena, IL 60448

# Estimate

Date	Estimate #
8/16/2023	4120

Name / Address
Des Plaines Fire Department 1420 Miner Street Des Plaines, IL 60016

Ship To

Vehicle Type		Unit Number	Terms	
FPIU		TBA	Net 30	
Qty	Item	Description	Rate	Total
1	MCRNTR	Whelen Micron, Stud mount, Red	123.12	123.12
1	MCRNTG	Whelen Micron, Stud mount, Green	152.28	152.28
1	LINEARMT	Nova Pre-Emption Strobe w/Clear Lens & Housing (Strobe Only)	195.89	195.89
1	4011228PREHI	Tomar Single head preemption emitter	400.00	400.00
2	416910ZW	F/S Corner LED with in line flasher. Dual Color, (White)	93.02	186.04
2	VTXADAPT	Whelen Vertex twist-lock adapter	14.84	29.68
1	BW50UFX	Whelen WCX DUO 12 light interior windshield light. Red/White. WeCanX	1,011.83	1,011.83
1	BS50Z	Whelen Inner Edge RST WeCanX rear interior light bar. Red/Amber. 2020+ FPIU	1,089.45	1,089.45
1	C399	Whelen CORE amplifier control module package.	1,306.80	1,306.80
1	CCTL6	Whelen Three section control head.	0.00	0.00
1	C399K7	Whelen OBD II CANPORT ??IT 2021 Ford F-150, 2020-2022 Ford Interceptor Utility and 2021 Ford Mustang Mach-E Installation ??it for C399 (Not for use with Core-R™)	0.00	0.00
2	SA-315P	Whelen 100W Siren Speaker	207.235	414.47
1	SAK66D	Whelen Speaker bracket for Ford Police Interceptor Utility, 2020, Driver Side Grille	39.69	39.69
1	SAK66P	Whelen Speaker bracket for Ford Police Interceptor Utility 2020+ Passenger Side	39.69	39.69
2	ENT2B3D	S/O Intersector Mirror Light , Dual Color - Red/White	225.99	451.98
2	I2D	Whelen Ion Duo Series Linear-LED, Universal Light.. Black Housing. (Red/White)	157.95	315.90
2	MPSW9-R	MicroPulse 9-LED Wide Angle Surface Mount Lighthouse, Red	182.47	364.94
1	MPSW9LPBRKT-SLOT	License Plate Bracket for Single Surface Mount MicroPulse Wide 9 with wire Slot (1 Pair)	96.00	96.00
1	ETTFUT-16	S/O Flashback Plug-In Alternating Taillight Flasher, Solid State - 2.4 f.p.s. for Ford Utility 2016-2020	119.00	119.00
1	7440-WHP28-T	7440 LED Bulb - 28 High Power LED - Wedge Retrofit	40.45	40.45

THANK-YOU for Considering EVT Tech for Your Emergency Equipment and Installation Needs! We Look Forward to Working With You and Your Department!

<b>Total</b>
--------------

Signature \_\_\_\_\_

Phone #	Fax #
708-479-6721	708-479-6746

Web Site
www.evt.tech



EVT Tech  
 9910 W 190th Street, Suite E  
 Mokena, IL 60448

# Estimate

Date	Estimate #
8/16/2023	4120

Name / Address
Des Plaines Fire Department 1420 Miner Street Des Plaines, IL 60016

Ship To

Vehicle Type		Unit Number	Terms	
FPIU		TBA	Net 30	
Qty	Item	Description	Rate	Total
2	3SC0CDRCR	Whelen Compartment LED Light, White	73.71	147.42
1	C-VS-0618-INUT	Havis 2020 Ford Interceptor Utility Specific Flat Console	409.70	409.70
1	C-EB40-CCS-1P	Havis 1-Piece Equipment Bracket for Whelen Cencom Lighting/Siren Controller *** Radio faceplates included. Please specify models when ordering ***	0.00	0.00
1	C-AP-0325	Havis Accessory Console Pocket	39.93	39.93
1	CUP2-1001	Havis XL Self-Adjusting Double Cup Holder	50.97	50.97
2	C-ARM-102	Havis side mount armrest	64.28	128.56
2	C-MCB	Mic clip bracket	15.48	30.96
2	MMSU-1	Magnetic Mic Single Unit	42.85	85.70
1	C-HDM-222	Havis Internal Pole Mount for 2020 Ford Interceptor Utility Flat Console	226.13	226.13
1	C-HDM-302	Havis Fixed adapter, Heavy Duty Mount, 4" offset.	73.79	73.79
1	C-MD-202	Havis Tilt Swivel for Computer Mount	65.98	65.98
1	GENPRO10X1	NOCO Genius Pro 10A single bank charger	185.00	185.00
1	GCP2	Noco AC Port plug with two receptacle dongles.	37.45	37.45
1	CG.X	Havis Charge Guard Select Auto/Off Timer (Yellow)	95.01	95.01
1	PKG-TTP-INUT-1201-4	Havis Premium Package – Raised Fold-Up Equipment Tray & Cargo Plate With 200 Lbs Lift Struts For 2020-2023 Ford Interceptor Utility	1,551.12	1,551.12
1	NMO150/450/758	Pulse-Larsen Tri Band NMO mount antenna with spring.	54.95	54.95
1	ROOF-FT-NITI-M	Sti-Co Flexi-Whip Roof Mount Antenna, BLK	64.95	64.95
2	MB8U25	25' Antenna Coax, 3/4' NMO Brass Mount - Black	34.95	69.90
1	RQA-5000-C	QMA MALE; CRIMP; SNAP-LOCK; CABLE GROUP C; WB-G-T	12.95	12.95
1	RFU-600-1	Mini-UHF Connector	4.95	4.95
1	AP-MMF-CCWWG-Q-SM...	Antenna Plus MultiMax MIMO Antenna - Threaded Bolt - Black..15' Cables - 2 LTE (SMA M) - 2 WiFi (RP SMA M) - 1 GNSS (SMA M) ^^^ Multi-band, VHF and data antennas ^^^	269.95	269.95

THANK-YOU for Considering EVT Tech for Your Emergency Equipment and Installation Needs! We Look Forward to Working With You and Your Department!

<b>Total</b>
--------------

Signature \_\_\_\_\_

Phone #	Fax #
708-479-6721	708-479-6746

Web Site
www.evt.tech



EVT Tech  
 9910 W 190th Street, Suite E  
 Mokena, IL 60448

# Estimate

Date	Estimate #
8/16/2023	4120

Name / Address
Des Plaines Fire Department 1420 Miner Street Des Plaines, IL 60016

Ship To

Vehicle Type		Unit Number	Terms	
FPIU		TBA	Net 30	
Qty	Item	Description	Rate	Total
1	Install Materials	Misc Installation Materials (Wire, In-Line Fuse Holders, Fuses, Connectors, Hole Plugs, Zip Ties, Tape, Screws, Bolts, Etc)	250.00	250.00
1	LABOR	Install above listed equipment plus customer supplied radios, computer docking station and mobile router	3,995.00	3,995.00

THANK-YOU for Considering EVT Tech for Your Emergency Equipment and Installation Needs! We Look Forward to Working With You and Your Department!

<b>Total</b>	\$14,227.58
--------------	-------------

Signature \_\_\_\_\_

Phone #	Fax #
708-479-6721	708-479-6746

Web Site
www.evt.tech





Des Plaines Fire  
 Sam Foster  
 405 N River Rd  
 Des Plaines, IL 60016

**Price Quote**

Date	Estimate No.
8/17/2023	230817DPF

**Ford Utility**

Item	Description	Price:	Qty:	Total
MCRNTR	Micron™ Series, Stud Mount, Red with Clear Lens	\$149.39	1	\$149.39
MCRNTG	Micron™ Series, Stud Mount, Green with Clear Lens	\$184.77	1	\$184.77
LINEARMT C	Microthin, Linear Tube with Cable	\$235.85	1	\$235.85
401-1228- PREHI	Single Head Pre-Emption Supply	\$482.63	1	\$482.63
416910Z-W	Perimeter Warning Light	\$112.86	2	\$225.72
VTXADAP T	Twist-In Adapter for use with 2020-2023 Ford Police Utility Factory Prep Option	\$17.85	2	\$35.71
BW50UFX	Ford Police Interceptor Utility, 2020-2023, Twelve 6-LED DUO™ Lamps, Upper Front Two Piece Unit, Individual Driver and Passenger Side Units	\$1,227.68	1	\$1,227.68
ISDD	One DUO™ Lighthead for FST™ and RST™, For WeCanX® and WeCan® Series Only, Price Available When Ordered with Inner Edge®	\$0.00	9	\$0.00
ISDH	One DUO™ Lighthead for FST™ and RST™, For WeCanX® and WeCan® Series Only, Price Available When Ordered with Inner Edge®	\$0.00	3	\$0.00
BS50Z	Ford Police Interceptor Utility, 2020-2023, SOLO™ or DUO™, Upper Rear Housing for Ten Lamp	\$1,321.87	1	\$1,321.87
ISDK	One DUO™ Lighthead for FST™ and RST™, For WeCanX® and WeCan® Series Only, Price Available When Ordered with Inner Edge®	\$0.00	10	\$0.00
C399	Whelen Core Amplifier, Control Mocule, Flashing Outputs, Includes 3 WeCan Ports and Controls up to 99 Devices/Remote Modules	\$1,585.35	1	\$1,585.35
CCTL6	3 Section Control Head and 8 Push-Buttons, 4-Position Slide Switch with a 7-Position Rotary Knob. Manual, Airhom Plus 3 Traffic Advisor™ Switches and Microphone with Extension Cable	\$0.00	1	\$0.00
<b>Total</b>				

1730A Wallace Ave. \* St. Charles, IL 60174 \* (630) 406-5400 Main \* (630) 406-5405 Fax  
 8117 Austin Ave. \* Morton Grove, IL 60053 \* (312) 829-7770 Main \* (312) 829-3619 Fax



Des Plaines Fire  
 Sam Foster  
 405 N River Rd  
 Des Plaines, IL 60016

**Price Quote**

Date	Estimate No.
8/17/2023	230817DPF

**Ford Utility**

Item	Description	Price:	Qty:	Total
399K7	2020-2022 Ford Interceptor Utility, Mach-E Installation Kit for C399	\$0.00	1	\$0.00
SA315P	Speaker, Nylon Composite	\$251.43	1	\$251.43
SAK66D	Ford Police Interceptor Utility, 2020-2023, Driver Side Grille	\$48.16	1	\$48.16
SA315P	Speaker, Nylon Composite	\$251.43	1	\$251.43
SAK66P	Ford Police Interceptor Utility, 2020-2023, Passenger Side Grille	\$48.16	1	\$48.16
ENT2B3-D	Intersector Under Side View Mirror	\$274.20	2	\$548.40
I2D	WHELEN I2D ION SERIES LINEAR-LED DUO UNIVERSAL RED/WHITE	\$191.65	2	\$383.29
MPSW9-R	Police/Fire MicroPulse® Wide Angle RED	\$221.40	2	\$442.80
MPSW9LPBRKT-SLOT	License Plate Bracket for Wide9 LED	\$115.83	1	\$115.83
ETTFUT-16	Flashback Alternating Taillight Solid State Flashers for Ford PI Utility	\$146.24	1	\$146.24
7440-LED	SYLVANIA - 7440 T20 ZEVO LED White Bulb	\$48.79	1	\$48.79
3SC0CDCR	Compartment Light, White	\$89.43	2	\$178.87
C-VS-0618-INUT	2020-2023 Ford Interceptor Utility Specific High Flat Console	\$495.88	1	\$495.88
<b>Total</b>				

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Des Plaines Fire  
 Sam Foster  
 405 N River Rd  
 Des Plaines, IL 60016

**Price Quote**

Date	Estimate No.
8/17/2023	230817DPF

**Ford Utility**

Item	Description	Price:	Qty:	Total
C-EB40-CCS-1P	1-Piece Equipment Mounting Bracket, 4" Mounting Space, Fits Whelen Cencom CCSRN, CCSRNTA, MPC03	\$0.00	1	\$0.00
RADIO BRACKET	RADIO FACEPLATE	\$0.00	1	\$0.00
RADIO BRACKET	RADIO FACEPLATE	\$0.00	1	\$0.00
C-AP-0325	3" Accessory Pocket, 2.5" Deep	\$48.33	1	\$48.33
CUP2-1001	Self-Adjusting Double Cup Holder	\$61.69	1	\$61.69
C-ARM-102	Side Mount Armrest	\$77.81	2	\$155.61
C-MCB	Mic Clip Bracket	\$18.68	2	\$37.37
MMSU-1	Magnetic Mic Single Unit conversion kit	\$51.83	2	\$103.66
C-HDM-222	Internal Pole Mount For 2020-2023 Ford Interceptor Utility Flat Console	\$273.70	1	\$273.70
C-HDM-302	Heavy-Duty Fixed Top Platform 4-Inches	\$89.32	1	\$89.32
C-MD-202	Tilt Swivel Motion Device	\$79.85	1	\$79.85
GENPRO10 X1	NOCO Genius GENPRO10X1, 1-Bank, 10A (10A/Bank) Smart Marine Battery Charger	\$224.65	1	\$224.65
GCP2	Waterproof Electrical Outlet Receptacle Box with Dual 18-Inch Integrated Outdoor Extension Cords	\$45.29	1	\$45.29
<b>Total</b>				

1730A Wallace Ave. \* St. Charles, IL 60174 \* (630) 406-5400 Main \* (630) 406-5405 Fax  
 8117 Austin Ave. \* Morton Grove, IL 60053 \* (312) 829-7770 Main \* (312) 829-3619 Fax



Des Plaines Fire  
 Sam Foster  
 405 N River Rd  
 Des Plaines, IL 60016

**Price Quote**

Date	Estimate No.
8/17/2023	230817DPF

**Ford Utility**

		Terms	FOB	P.O.
		NET 30		
Item	Description	Price:	Qty:	Total
CG-X	Chargeguard Timer	\$114.38	1	\$114.38
C-TTP-INUT-1201	Raised Fold-Up Equipment Tray & Cargo Plate	\$840.46	1	\$840.46
C-TPP-INUT-4	FULL WIDTH TRUNK BOTTOM PLATE TRAY	\$300.94	1	\$300.94
CDHDWP	Wiring Package - includes wire, wireloom, terminals, relays, master breaker	\$275.00	1	\$275.00
Labor	Labor to preform installation of listed materials	\$5,350.00	1	\$5,350.00
<b>Total</b>				\$16,408.48

1730A Wallace Ave. \* St. Charles, IL 60174 \* (630) 406-5400 Main \* (630) 406-5405 Fax  
 8117 Austin Ave. \* Morton Grove, IL 60053 \* (312) 829-7770 Main \* (312) 829-3619 Fax

CITY OF DES PLAINES

RESOLUTION R - 160 - 23

**A RESOLUTION APPROVING THE PURCHASE OF STAFF  
VEHICLE EMERGENCY EQUIPMENT FROM FLEET  
SAFETY SUPPLY.**

**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 for use by the Fire Department in the Equipment Replacement Fund for the purchase of emergency lighting, sirens, and associated accessories including, but not limited to, radio and equipment mounts, and power supplies for three Fire Department vehicles (collectively, the "*Equipment*"); and

**WHEREAS**, the Fire Department obtained a quote from Fleet Safety Supply of Naperville, Illinois ("*Vendor*") for the purchase of the Equipment in the not-to-exceed price of \$40,751.10;

**WHEREAS**, the City Council has determined that it is in the best interest of the City to waive the competitive bidding requirements and procure the Equipment from Vendor;

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

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

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

**SECTION 3: APPROVAL OF PURCHASE.** The purchase of the Equipment from the Vendor in a total not-to-exceed amount of \$40,751.10 is hereby approved.

**SECTION 4: AUTHORIZATION OF PURCHASE.** The City Manager and the City Clerk are authorized to execute and seal documents approved by the General Counsel, and the City Manager to make payments, on behalf of the City, that are necessary to complete the purchase of the Equipment from the Vendor in a total not-to-exceed amount of \$40,751.10.

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

[SIGNATURE PAGE FOLLOWS]

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

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

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

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

ATTEST:

Approved as to form:

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

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

DP-Res Approving Purchase Contract for FD Staff Vehicle Emergency Equipment 2023



**PUBLIC WORKS AND  
ENGINEERING DEPARTMENT**

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

**MEMORANDUM**

**Date:** August 24, 2023  
**To:** Michael G. Bartholomew, MCP, LEED-AP, City Manager  
**From:** Timothy Watkins, Assistant Director of Public Works *TW*  
**Cc:** Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering  
**Subject:** Emergency Water Main Material Purchase

**Issue:** As you are aware, Public Works crews have been repairing/replacing water mains throughout the city.

**Analysis:** The water mains throughout the City have been breaking and Public Works crews have had to purchase an additional amount of material. Public Works crews have made over 141 repairs to the mains throughout the City since June 1<sup>st</sup>. We estimate that these water mains were installed in the 1950s and 1960s and have reached the end of their useful life.

We contacted Core and Main, the City’s local distributor and who is currently under contract with the City, and Mid-American Water to supply the necessary material for these repairs. To date, the cost of water main repair materials is approximately \$148,811.45 and we anticipate an additional \$200,000 per supplier would be necessary for the balance of the year for a total amount of \$548,811.45.

**Recommendation:** We recommend, in the best interest of the City, that the City Council approve the Emergency Water Main Material Purchase in the amount of \$93,128.45 to Core & Main, LP, 220 South Westgate Drive, Carol Stream, Illinois 60188 and \$55,683.00 to Mid-American Water & Sewer, Inc., 1125 N. Old Rand Road, Wauconda, Illinois 60084. We further recommend approval of additional materials on an as needed basis, in an amount not to exceed \$548,811.45, inclusive of the invoice amounts above. This expenditure will be paid with Water Fund, Contingency.

**Attachments:**

- Attachment 1 – Core & Main Invoices
- Attachment 2 – Mid-American Water & Sewer Invoices
- Resolution R-161-23



# INVOICE

1830 Craig Park Court  
St. Louis, MO 63146

Invoice # T400471  
Invoice Date 8/16/23  
Account # 076823  
Sales Rep MARK BARAN  
Phone # 847-473-1900  
Branch #482 Lake Bluff, IL  
Total Amount Due \$1,150.00

Remit To:  
CORE & MAIN LP  
PO BOX 28330  
ST LOUIS, MO 63146

CITY OF DES PLAINES 000/0000  
1420 MINER ST STE 100 00000  
DES PLAINES IL 60016-4498

Shipped To:  
1111 Joesph Schwab RD  
Desplaines, IL

CUSTOMER JOB- W&S W&S

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered 8/14/23 Date Shipped 8/15/23 Customer PO # VERBAL Job Name W&S Job # W&S Bill of Lading Shipped Via CORE & MAIN LP Invoice# T400471

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
19ATGL06	6 TJ FIELD LOK 350 GASKET SBR	10	10		115.00000	EA	1,150.00

### Proof of Delivery

Signed by:

CITY OF DES PLAINES  
08 15 2023 13:45

Freight Delivery Handling Restock Misc

Subtotal: 1,150.00  
Other: .00  
Tax: .00

Invoice Total: \$1,150.00

Terms: NET 30

Ordered by: BAME governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.  
To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>

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Page:





# INVOICE

1830 Craig Park Court  
St. Louis, MO 63146

Invoice # T405893  
Invoice Date 8/16/23  
Account # 076823  
Sales Rep MARK BARAN  
Phone # 847-473-1900  
Branch #482 Lake Bluff, IL  
Total Amount Due \$230.00

Remit To:  
CORE & MAIN LP  
PO BOX 28330  
ST LOUIS, MO 63146

CITY OF DES PLAINES 000/0000  
1420 MINER ST STE 100 00000  
DES PLAINES IL 60016-4498

Shipped To:  
1111 Joesph Schwab RD  
Desplaines, IL

CUSTOMER JOB- W&S W&S

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
8/15/23	8/15/23	VERBAL DAVE	W&S	W&S		UPS	T405893

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
19ATGL06	6 TJ FIELD LOK 350 GASKET SBR	2	2		115.00000	EA	230.00

Subtotal:	230 00
Other:	00
Tax:	00
<b>Invoice Total:</b>	<b>\$230.00</b>

Freight      Delivery      Handling      Restock      Misc

Terms: NET 30

Ordered By: DAVE

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>

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Page:



# INVOICE

1830 Craig Park Court  
St. Louis, MO 63146

Invoice # T372400  
Invoice Date 8/10/23  
Account # 076823  
Sales Rep MARK BARAN  
Phone # 847-473-1900  
Branch #482 Lake Bluff, IL  
Total Amount Due \$1,890.25

Remit To:  
CORE & MAIN LP  
PO BOX 28330  
ST LOUIS, MO 63146

CITY OF DES PLAINES  
1420 MINER ST STE 100  
DES PLAINES IL 60016-4498

000/0000  
00000

Shipped To:  
CUSTOMER PICK-UP

CUSTOMER JOB- STOCK

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
8/09/23	8/09/23	STOCK	STOCK			WILL CALL	T372400

Product Code	Description	Quantity			Price	UM	Extended Price
		Ordered	Shipped	B/O			
72226069015001	226-069015-001 6X15 REP CLP SS B&N 6.84-7.24 OD	2	2		202.00000 EA	404.00	
72226069020001	226-069020-001 6X20 REP CLP SS B&N 6.84-7.24 OD	2	2		291.00000 EA	582.00	
72226069030001	226-069030-001 6X30 REP CLP SS B&N 6.84-7.24 OD	2	2		422.00000 EA	844.00	
21T04CT	4 MJ CAP C153 USA	1	1		60.25000 EA	60.25	

Freight      Delivery      Handling      Restock      Misc

Subtotal: 1,890.25  
Other: .00  
Tax: .00

Terms: NET 30  
Ordered By: TEDDY

Invoice Total: \$1,890.25

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.  
To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>



# INVOICE

1830 Craig Park Court  
St. Louis, MO 63146

Invoice # T372640  
Invoice Date 8/10/23  
Account # 076823  
Sales Rep MARK BARAN  
Phone # 847-473-1900  
Branch #482 Lake Bluff, IL  
Total Amount Due \$3,309.00

Remit To:  
CORE & MAIN LP  
PO BOX 28330  
ST LOUIS, MO 63146

CITY OF DES PLAINES 000/0000  
1420 MINER ST STE 100 00000  
DES PLAINES IL 60016-4498

Shipped To:  
CUSTOMER PICK-UP

CUSTOMER JOB- STOCK

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
8/09/23	8/09/23	STOCK	STOCK			WILL CALL	T372640

Product Code	Description	Quantity			Price	UM	Extended Price
		Ordered	Shipped	B/O			
72261069015000	261-069015-000 6X15 REP CLP 6.84-7.24 OD	3	3		158.00000 EA	474.00	
72261069020000	261-069020-000 6X20 REP CLP 6.84-7.24 OD	10	10		248.00000 EA	2,480.00	
72261069030000	261-069030-000 6X30 REP CLP 6.84-7.24 OD	1	1		355.00000 EA	355.00	

Subtotal: 3,309.00  
Other: .00  
Tax: .00

Freight      Delivery      Handling      Restock      Misc

Invoice Total: \$3,309.00

Terms: NET 30  
This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.  
Ordered By: TEDDY  
To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>

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# INVOICE

1830 Craig Park Court  
St. Louis, MO 63146

Invoice # T361378  
Invoice Date 8/10/23  
Account # 076823  
Sales Rep MARK BARAN  
Phone # 630-665-1800  
Branch #229 St. Charles, IL  
Total Amount Due \$1,935.00

Remit To:  
CORE & MAIN LP  
PO BOX 28330  
ST LOUIS, MO 63146

CITY OF DES PLAINES 000/0000  
1420 MINER ST STE 100 00000  
DES PLAINES IL 60016-4498

Shipped To:  
1111 Joesph Schwab RD  
Desplaines, IL

CUSTOMER JOB- W&S W&S

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered 8/08/23 Date Shipped 8/09/23 Customer PO # VERBAL DAVE Job Name W&S Job # W&S Bill of Lading Shipped Via CORE & MAIN LP Invoice# T361378

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
7486054016316	860-54-0163-16 6 HYMAX 2 FLIP CPLG 6.42-7.05 LR 7.01-7.68 HR OD	6	6		322.50000	EA	1,935.00

**Proof of Delivery**

Signed by: \_\_\_\_\_

Customer Delivery

08/09/2023 15:59

Subtotal: 1,935.00  
Other: .00  
Tax: .00  
Invoice Total: \$1,935.00

Freight      Delivery      Handling      Restock      Misc

Terms: NET 30  
Ordered By: DAVE

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>



# INVOICE

1830 Craig Park Court  
St. Louis, MO 63146

Invoice # T373785  
Invoice Date 8/10/23  
Account # 076823  
Sales Rep MARK BARAN  
Phone # 630-665-1800  
Branch #229 St. Charles, IL  
Total Amount Due \$3,927.00

Remit To:  
CORE & MAIN LP  
PO BOX 28330  
ST LOUIS, MO 63146

CITY OF DES PLAINES 000/0000  
1420 MINER ST STE 100 00000  
DES PLAINES IL 60016-4498

Shipped To:  
Wilkins and Golf  
Desplaines, IL

CUSTOMER JOB- W&S W&S

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
8/09/23	8/09/23	VERBAL	W&S	W&S		CORE & MAIN LP	T373785

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
012052T	20 TJ CL52 DI PIPE	20	20		130.05000	FT	2,601.00
19ATGR20	20 TYTON JT RUBBER GASKET	1	1		N/C	EA	
21AMF8201120	20 EBAA MEGALUG MJ DI 1120 RST F/DI PIPE, BLACK	1	1		488.00000	EA	488.00
21AMG120	20 MJ REGULAR GASKET F/DI	1	1		N/C	EA	
21AMB10745S304	3/4X4-1/2 T-HEAD B&N 304SS	14	14		N/C	EA	
21T124M	12 MJ 45 C153 USA	1	1		838.00000	EA	838.00
21AMF8121112	12 EBAA MEGALUG MJ DI 1112 RST F/DI PIPE, BLACK	2	2		N/C	EA	
21AMG112	12 MJ REGULAR GASKET F/DI	2	2		N/C	EA	
21AMBN10740304	3/4X4 T-HEAD B&N 304SS	16	16		N/C	EA	

**Proof of Delivery**

Signed by: \_\_\_\_\_

Customer Delivery

08/09/2023 20:02

Subtotal: 3,927.00  
Other: .00  
Tax: .00

Invoice Total: \$3,927.00

Freight	Delivery	Handling	Restock	Misc

Terms: NET 30  
Ordered By: DAVE

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>



# INVOICE

1830 Craig Park Court  
St. Louis, MO 63146

Invoice # T366264  
Invoice Date 8/10/23  
Account # 076823  
Sales Rep MARK BARAN  
Phone # 815-469-1450  
Branch #483 Mokena, IL  
Total Amount Due \$11,944.00

Remit To:  
CORE & MAIN LP  
PO BOX 28330  
ST LOUIS, MO 63146

CITY OF DES PLAINES 000/0000  
1420 MINER ST STE 100 00000  
DES PLAINES IL 60016-4498

Shipped To:  
1111 Joesph Schwab RD  
Desplaines, IL

CUSTOMER JOB- W&S W&S

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered 8/08/23 Date Shipped 8/09/23 Customer PO # VERBAL Job Name W&S Job # W&S Bill of Lading Shipped Via CORE & MAIN LP Invoice# T366264

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
605606F3A423VA	A423 5-1/4 HYD 5'0"B 6FLS 3W V W/FLGXMJ RW AUX VLV ATTACH	1	1		5020.00000	EA	5,020.00
21T06T060M	6 MJ TEE C153 USA	4	4		250.00000	EA	1,000.00
5106A236223	6 A2362-23 MJ RW GV OL L/ACC	4	4		1037.00000	EA	4,148.00
21AMF8061106	6 EBAA MEGALUG MJ DI 1106 RSTR F/DI PIPE BLACK	21	21		71.00000	EA	1,491.00
21AMG106	6 MJ REGULAR GASKET F/DI	21	21		N/C	EA	
21AMBN10740304	3/4X4 T-HEAD B&N 304SS	126	126		N/C	EA	
59V664SDA	664S VALVE BOX ASSY W/LID DOM ASSEMBLED FROM COMPONENT PARTS	1	1		285.00000	EA	285.00

Proof of Delivery  
Signed by: **DAVE**  
DAVE  
08/09/2023 13:55

Freight Delivery Handling Restock Misc

Subtotal: 11,944.00  
Other: .00  
Tax: .00  
Invoice Total: \$11,944.00

Terms: NET 30  
Ordered By: DAVE

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>



# INVOICE

1830 Craig Park Court  
St. Louis, MO 63146

Invoice # T375812  
Invoice Date 8/11/23  
Account # 076823  
Sales Rep MARK BARAN  
Phone # 630-665-1800  
Branch #229 St. Charles, IL  
Total Amount Due \$2,816.24

Remit To:  
CORE & MAIN LP  
PO BOX 28330  
ST LOUIS, MO 63146

CITY OF DES PLAINES 000/0000  
1420 MINER ST STE 100 00000  
DES PLAINES IL 60016-4498

Shipped To:  
WILKINS & GOLF  
Des PLAINES, IL

CUSTOMER JOB- W&S W&S

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
8/09/23	8/10/23	VERBAL	W&S	W&S		CORE & MAIN LP	T375812

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
010652T	6 TJ CL52 DI PIPE	80	80		29.40000	FT	2,352.00
19ATGR06	6 TYTON JT RUBBER GASKET	4	4		N/C	EA	
04062614	6 PVC SDR26 HW SWR PIPE (G) 14'	56	56		8.29000	FT	464.24
29APLQ	LUBE 1 QT F/WATER/SWR PIPE	1	1		N/C	EA	

Proof of Delivery  
Signed by:  
  
*Customer Delivery*  
  
08/10/2023 13:21

Subtotal: 2,816.24  
Other: .00  
Tax: .00  
Invoice Total: \$2,816.24

Freight	Delivery	Handling	Restock	Misc

Terms: NET 30

Ordered By: DAVE

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>



# INVOICE

1830 Craig Park Court  
St. Louis, MO 63146

Invoice # T376495  
Invoice Date 8/11/23  
Account # 076823  
Sales Rep MARK BARAN  
Phone # 630-665-1800  
Branch #229 St. Charles, IL  
Total Amount Due \$6,631.10

Remit To:  
CORE & MAIN LP  
PO BOX 28330  
ST LOUIS, MO 63146

CITY OF DES PLAINES 000/0000  
1420 MINER ST STE 100 00000  
DES PLAINES IL 60016-4498

Shipped To:  
1111 Joesph Schwab RD  
Desplaines, IL

CUSTOMER JOB- W&S W&S

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered 8/10/23 Date Shipped 8/10/23 Customer PO # VERBAL Job Name W&S Job # W&S Bill of Lading Shipped Via CORE & MAIN LP Invoice# T376495

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
72226069012001	226-069012-001 6X12-1/2 REP CLP SS B&N 6.84-7.24 OD	5	5		196.00000	EA	980.00
72226069015001	226-069015-001 6X15 REP CLP SS B&N 6.84-7.24 OD	4		4	185.00000	EA	.00
72226069030001	226-069030-001 6X30 REP CLP SS B&N 6.84-7.24 OD	6	2	4	366.05000	EA	732.10
7486054016316	860-54-0163-16 6 HYMAX 2 FLIP CPLG 6.42-7.05 LR 7.01-7.68 HR OD	10	4	6	243.00000	EA	972.00
72261069012000	261-069012-000 6X12-1/2 REP CLP 6.84-7.24 OD	3	3		149.00000	EA	447.00
72261069015000	261-069015-000 6X15 REP CLP 6.84-7.24 OD	8	8		139.00000	EA	1,112.00
72261069020000	261-069020-000 6X20 REP CLP 6.84-7.24 OD	12	12		199.00000	EA	2,388.00

Proof of Delivery  
Signed by:  
  
08/10/2023 13:20

Subtotal: 6,631.10  
Other: .00  
Tax: .00

Invoice Total: \$6,631.10

Freight Delivery Handling Restock Misc

Terms: NET 30

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>





# INVOICE

1830 Craig Park Court  
St. Louis, MO 63146

Invoice # T385510  
Invoice Date 8/17/23  
Account # 076823  
Sales Rep MARK BARAN  
Phone # 630-665-1800  
Branch #229 St. Charles, IL  
Total Amount Due \$14,854.60

Remit To:  
CORE & MAIN LP  
PO BOX 28330  
ST LOUIS, MO 63146

CITY OF DES PLAINES 000/0000  
1420 MINER ST STE 100 00000  
DES PLAINES IL 60016-4498

Shipped To:  
1111 Joesph Schwab RD  
Desplaines, IL

CUSTOMER JOB- W&S W&S

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered 8/11/23 Date Shipped 8/11/23 Customer PO # VERBAL Job Name W&S Job # W&S Bill of Lading Shipped Via CORE & MAIN LP Invoice# T385510

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
010452T	4 TJ CL52 DI PIPE	90	90		38.24000	FT	3,441.60
19ATGR04	4 TYTON JT RUBBER GASKET	5	5		N/C	EA	
7486054010816	860-54-0108-16 4 HYMAX 2 FLIP CPLG 4.25-5.00 LR 4.92-5.63 HR OD	6	6		245.00000	EA	1,470.00
72226048015001	226-048015-001 4X15 REP CLP SS B&N 4.74-5.14 OD	2	2		185.00000	EA	370.00
72261048015000	261-048015-000 4X15 REP CLP 4.74-5.14 OD	2	2		139.00000	EA	278.00
72261048012000	261-048012-000 4X12-1/2 REP CLP 4.74-5.14 OD	4	4		125.50000	EA	502.00
21T06R04M	6X4 MJ RED C153 USA	4	3	1	232.00000	EA	696.00
21T04CT	4 MJ CAP C153 USA	4	4		109.00000	EA	436.00
010652T	6 TJ CL52 DI PIPE	100	100		29.40000	FT	2,940.00
5106A236123	6 A2361-23 MJ RW GV OL L/ACC	3	3		1135.00000	EA	3,405.00
21T06CT	6 MJ CAP C153 USA	4	4		163.00000	EA	652.00
21T08R06M	8X6 MJ RED C153 USA	4	2	2	332.00000	EA	664.00
21AMF8061106	6 EBAA MEGALUG MJ DI 1106 RSTR F/DI PIPE BLACK	15	15		N/C	EA	
21AMG106	6 MJ REGULAR GASKET F/DI	15	15		N/C	EA	
21AMF8041104	4 EBAA MEGALUG MJ DI 1104 RSTR F/DI PIPE , BLACK	7	7		N/C	EA	
21AMG104	4 MJ REGULAR GASKET F/DI	7	7		N/C	EA	



# INVOICE

1830 Craig Park Court  
St. Louis, MO 63146

Invoice # T385510  
Invoice Date 8/17/23  
Account # 076823  
Sales Rep MARK BARAN  
Phone # 630-665-1800  
Branch #229 St. Charles, IL  
Total Amount Due \$14,854.60

Remit To:  
CORE & MAIN LP  
PO BOX 28330  
ST LOUIS, MO 63146

CITY OF DES PLAINES 000/0000  
1420 MINER ST STE 100 00000  
DES PLAINES IL 60016-4498

Shipped To:  
1111 Joesph Schwab RD  
Desplaines, IL

CUSTOMER JOB- W&S W&S

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
8/11/23	8/11/23	VERBAL	W&S	W&S		CORE & MAIN LP	T385510

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
21AMF8081108	8 EBAA MEGALUG MJ DI 1108 RSTR F/DI PIPE , BLACK	2	2		N/C	EA	
21AMG108	8 MJ REGULAR GASKET F/DI	2	2		N/C	EA	
21AMBN10740304	3/4X4 T-HEAD B&N 304SS	130	130		N/C	EA	
19ATGR06	6 TYTON JT RUBBER GASKET	5	5		N/C	EA	

Proof of Delivery

Signed by: \_\_\_\_\_

Customer Delivery

08/11/2023 18:20

Subtotal:	14,854.60
Other:	.00
Tax:	.00

Invoice Total: \$14,854.60

Freight	Delivery	Handling	Restock	Misc
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Terms: NET 30

Ordered By: DAVE

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>



# INVOICE

1830 Craig Park Court  
St. Louis, MO 63146

Invoice # T400206  
Invoice Date 8/17/23  
Account # 076823  
Sales Rep MARK BARAN  
Phone # 630-665-1800  
Branch #229 St. Charles, IL  
Total Amount Due \$7,956.00

Remit To:  
CORE & MAIN LP  
PO BOX 28330  
ST LOUIS, MO 63146

CITY OF DES PLAINES 000/0000  
1420 MINER ST STE 100 00000  
DES PLAINES IL 60016-4498


Shipped To:  
1111 Joesph Schwab RD  
Desplaines, IL

CUSTOMER JOB- W&S W&S

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered 8/14/23 Date Shipped 8/15/23 Customer PO # VERBAL Job Name W&S Job # W&S Bill of Lading CORE & MAIN LP Shipped Via T400206 Invoice#

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
010652T	6 TJ CL52 DI PIPE	200	200		29.40000	FT	5,880.00
19ATGR06	6 TYTON JT RUBBER GASKET	10	10		N/C	EA	
19ATGL06	6 TJ FIELD LOK 350 GASKET SBR	8	8		115.00000	EA	920.00
29APLQ	LUBE 1 QT F/WATER/SWR PIPE	1	1		N/C	EA	
21T064M	6 MJ 45 C153 USA	4	4		289.00000	EA	1,156.00
21AMP8061106	6 EBAA MEGALUG MJ DI 1106 RSTR F/DI PIPE BLACK	8	8		N/C	EA	
21AMG106	6 MJ REGULAR GASKET F/DI	8	8		N/C	EA	
21AMBN10740304	3/4X4 T-HEAD B&N 304SS	48	48		N/C	EA	

Proof of Delivery  
Signed by:   
CITY OF DES PLAINES  
08/15/2023 13:36

Freight Delivery Handling Restock Misc

Subtotal: 7,956.00  
Other: .00  
Tax: .00

Invoice Total: \$7,956.00

Terms: NET 30  
Ordered By: DAVE

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.  
To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>



# INVOICE

1830 Craig Park Court  
St. Louis, MO 63146

Invoice # T415572  
Invoice Date 8/17/23  
Account # 076823  
Sales Rep MARK BARAN  
Phone # 847-473-1900  
Branch #482 Lake Bluff, IL  
Total Amount Due \$108.00

Remit To:  
CORE & MAIN LP  
PO BOX 28330  
ST LOUIS, MO 63146

CITY OF DES PLAINES 000/0000  
1420 MINER ST STE 100 00000  
DES PLAINES IL 60016-4498

Shipped To:  
1111 Joesph Schwab RD  
Desplaines, IL

CUSTOMER JOB- W&S W&S

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
8/16/23	8/16/23	VERBAL	W&S	W&S		UPS	T415572

Product Code	Description	Quantity		Price	UM	Extended Price
		Ordered	Shipped			
70317069013	317-069013-000 6X1-1/2CC SDL EPOXY W/304SS STRAPS 5.94-6.90 OD	1	1	108.00000	EA	108.00

Freight	Delivery	Handling	Restock	Misc	Subtotal:	108.00
					Other:	.00
					Tax:	.00
					Invoice Total:	\$108.00

Terms: NET 30  
Ordered By: MIKE

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.

To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>

00000



# INVOICE

1830 Craig Park Court  
St. Louis, MO 63146

Invoice # T414527  
Invoice Date 8/18/23  
Account # 076823  
Sales Rep MARK BARAN  
Phone # 630-665-1800  
Branch #229 St. Charles, IL  
Total Amount Due \$9,435.60

Remit To:  
CORE & MAIN LP  
PO BOX 28330  
ST LOUIS, MO 63146

CITY OF DES PLAINES 000/0000  
1420 MINER ST STE 100 00000  
DES PLAINES IL 60016-4498

Shipped To:  
1111 Joesph Schwab RD  
Desplaines, IL

CUSTOMER JOB- W&S W&S

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered 8/16/23 Date Shipped 8/17/23 Customer PO # VERBAL Job Name W&S Job # W&S Bill of Lading Shipped Via CORE & MAIN LP Invoice# T414527

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
011252T	12 TJ CL52 DI PIPE	120	120		68.48000	FT	8,217.60
19ATGR12	12 TYTON JT RUBBER GASKET	6	6		N/C	EA	
3915H15403N	H15403N 1-1/2 CPLG 110 CTSXCTS NO LEAD	6	6		89.00000	EA	534.00
3910H15403N	H15403N 1 CPLG 110 CTSXCTS NO LEAD	12	12		29.50000	EA	354.00
3907H15403N	H15403N 3/4 CPLG 110 CTSXCTS NO LEAD	12	12		27.50000	EA	330.00

Proof of Delivery  
Signed by: \_\_\_\_\_  
08/17/2023 14:05

Freight Delivery Handling Restock Misc

Subtotal: 9,435.60  
Other: .00  
Tax: .00

Invoice Total: \$9,435.60

Terms: NET 30  
Ordered By: MIKE

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.  
To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>



# INVOICE

1830 Craig Park Court  
St. Louis, MO 63146

Invoice # T415557  
Invoice Date 8/18/23  
Account # 076823  
Sales Rep MARK BARAN  
Phone # 815-469-1450  
Branch #483 Mokena, IL  
Total Amount Due \$108.00

Remit To:  
CORE & MAIN LP  
PO BOX 28330  
ST LOUIS, MO 63146

CITY OF DES PLAINES 000/0000  
1420 MINER ST STE 100 00000  
DES PLAINES IL 60016-4498

Shipped To:  
1111 Joesph Schwab RD  
Desplaines, IL

CUSTOMER JOB- W&S W&S

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
8/16/23	8/17/23	VERBAL	W&S	W&S		UPS	T415557

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
70317069013	317-069013-000 6X1-1/2CC SDL EPOXY W/304SS STRAPS 5.94-6.90 OD	1	1		108.00000	EA	108.00

Freight	Delivery	Handling	Restock	Misc	Subtotal:	Other:	Tax:	Invoice Total:
					108.00	.00	.00	<del>108.00</del>

Terms: NET 30

Ordered By: MIKE

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>



# INVOICE

1830 Craig Park Court  
St. Louis, MO 63146

Invoice # T382312  
Invoice Date 8/14/23  
Account # 076823  
Sales Rep MARK BARAN  
Phone # 630-665-1800  
Branch #229 St. Charles, IL  
Total Amount Due \$1,935.00

Backordered from:  
8/11/23 T376495

Remit To:  
CORE & MAIN LP  
PO BOX 28330  
ST LOUIS, MO 63146

CITY OF DES PLAINES 000/0000  
1420 MINER ST STE 100 00000  
DES PLAINES IL 60016-4498

Shipped To:  
1111 Joesph Schwab RD  
Desplaines, IL

CUSTOMER JOB- W&S W&S

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
8/10/23	8/11/23	VERBAL	W&S	W&S		CORE & MAIN LP	T382312

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
7486054016316	860-54-0163-16 6 HYMAX 2 FLIP CPLG 6.42-7.05 LR 7.01-7.68 HR OD	6	6		322.50000	EA	1,935.00
72226069015001	226-069015-001 6X15 REP CLP SS B&N 6.84-7.24 OD	4			185.00000	EA	.00
72226069030001	226-069030-001 6X30 REP CLP SS B&N 6.84-7.24 OD	4			366.05000	EA	.00

Proof of Delivery  
Signed by:  
*Signature*  
08/11/2023 18:11

Freight      Delivery      Handling      Restock      Misc

Subtotal: 1,935.00  
Other: .00  
Tax: .00

Invoice Total: \$1,935.00

Terms: NET 30

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.  
To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>



# INVOICE

1830 Craig Park Court  
St. Louis, MO 63146

Invoice # T385635  
Invoice Date 8/14/23  
Account # 076823  
Sales Rep MARK BARAN  
Phone # 630-665-1800  
Branch #229 St. Charles, IL  
Total Amount Due \$972.56

Remit To:  
CORE & MAIN LP  
PO BOX 28330  
ST LOUIS, MO 63146

CITY OF DES PLAINES 000/0000  
1420 MINER ST STE 100 00000  
DES PLAINES IL 60016-4498

Shipped To:  
1111 Joesph Schwab RD  
Desplaines, IL

CUSTOMER JOB- W&S W&S

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered 8/11/23 Date Shipped 8/11/23 Customer PO # VERBAL Job Name W&S Job # W&S Bill of Lading Shipped Via CORE & MAIN LP Invoice# T385635

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
70317069009	317-069009-000 6X1CC SADDLE EPOXY W/304SS STRAPS 5.94-6.90 OD	12	8	4	98.30000	EA	786.40
70317069007	317-069007-000 6X3/4CC SADDLE EPOXY W/304SS STRAPS 5.94-6.90 OD	12		12	98.30000	EA	.00
391007BBAA43NL	BBAA-43-NL 1X3/4 CC BRS BUSHNG NO LEAD	8	8		23.27000	EA	186.16

Proof of Delivery  
Signed by:  
  
*Customer Delivery*  
  
08/11/2023 18:19

Freight Delivery Handling Restock Misc

Subtotal: 972.56  
Other: .00  
Tax: .0  
Invoice Total: \$972.56

Terms: NET 30  
Ordered By: DAVE  
This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.  
To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>





# INVOICE

1830 Craig Park Court  
St. Louis, MO 63146

Invoice # T387482  
Invoice Date 8/14/23  
Account # 076823  
Sales Rep MARK BARAN  
Phone # 630-665-1800  
Branch #229 St. Charles, IL  
Total Amount Due \$2,694.00

Remit To:  
CORE & MAIN LP  
PO BOX 28330  
ST LOUIS, MO 63146

CITY OF DES PLAINES  
1420 MINER ST STE 100  
DES PLAINES IL 60016-4498

000/0000  
00000

Shipped To:  
1111 Joesph Schwab RD  
Desplaines, IL

CUSTOMER JOB- W&S W&S

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
8/11/23	8/11/23	VERBAL	W&S	W&S		CORE & MAIN LP	T387482

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
0810S100K	1 SOFT K COPPER TUBE 100'	200	200		9.54000	FT	1,908.00
0807S060K	3/4 SOFT K COPPER TUBE 60'	120	120		6.55000	FT	786.00

Proof of Delivery  
Signed by: \_\_\_\_\_  
*Andrew Delany*  
08/11/2023 18:14

Freight	Delivery	Handling	Restock	Misc

Subtotal: 2,694.00  
Other: .00  
Tax: .0  
0  
Invoice Total: \$2,694.00

Terms: NET 30

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# INVOICE

1830 Craig Park Court  
St. Louis, MO 63146

Invoice # T349653  
Invoice Date 8/09/23  
Account # 076823  
Sales Rep MARK BARAN  
Phone # 630-665-1800  
Branch #229 St. Charles, IL  
Total Amount Due \$3,160.60

Remit To:  
CORE & MAIN LP  
PO BOX 28330  
ST LOUIS, MO 63146

CITY OF DES PLAINES 000/0000  
1420 MINER ST STE 100 00000  
DES PLAINES IL 60016-4498

Shipped To:  
CUSTOMER PICK-UP

CUSTOMER JOB- W&S W&S

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
8/05/23	8/08/23	VERBAL	W&S	W&S		WILL CALL	T349653

Product Code	Description	Quantity			Price	UM	Extended Price
		Ordered	Shipped	B/O			
72226069015001	226-069015-001 6X15 REP CLP SS B&N 6.84-7.24 OD	2	2		202.00000	EA	404.00
72261069015000	261-069015-000 6X15 REP CLP 6.84-7.24 OD	1	1		158.00000	EA	158.00
72226069020001	226-069020-001 6X20 REP CLP SS B&N 6.84-7.24 OD	2	2		291.00000	EA	582.00
72261069020000	261-069020-000 6X20 REP CLP 6.84-7.24 OD	3	3		248.00000	EA	744.00
72226069007001	226-069007-001 6X7-1/2 REP CLP SS B&N 6.84-7.24 OD	5	5		108.00000	EA	540.00
72261069007000	261-069007-000 6X7-1/2 REP CLP 6.84-7.24 OD	3	3		100.00000	EA	300.00
0807S060K	3/4 SOFT K COPPER TUBE 60'	60	60		7.21000	FT	432.60

Freight      Delivery      Handling      Restock      Misc

Subtotal: 3,160.60  
Other: .00  
Tax: .00

Terms: NET 30

Invoice Total: \$3,160.60

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.  
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# INVOICE

1830 Craig Park Court  
St. Louis, MO 63146

Invoice # T360982  
Invoice Date 8/09/23  
Account # 076823  
Sales Rep MARK BARAN  
Phone # 630-665-1800  
Branch #229 St. Charles, IL  
Total Amount Due \$8,734.00

Remit To:  
CORE & MAIN LP  
PO BOX 28330  
ST LOUIS, MO 63146

CITY OF DES PLAINES 000/0000  
1420 MINER ST STE 100 00000  
DES PLAINES IL 60016-4498

Shipped To:  
1111 Joesph Schwab RD  
Desplaines, IL

CUSTOMER JOB- W&S W&S

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered 8/08/23 Date Shipped 8/08/23 Customer PO # VERBAL DAVE Job Name W&S Job # W&S Bill of Lading CORE & MAIN LP Shipped Via T360982 Invoice#

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
010652T	6 TJ CL52 DI PIPE	100	100		29.40000	FT	2,940.00
010852T	8 TJ CL52 DI PIPE	60	60		41.49000	FT	2,489.40
011252T	12 TJ CL52 DI PIPE	20	20		68.48000	FT	1,369.60
19ATGR06	6 TYTON JT RUBBER GASKET	5	5		N/C	EA	
19ATGR08	8 TYTON JT RUBBER GASKET	3	3		N/C	EA	
19ATGR12	12 TYTON JT RUBBER GASKET	1	1		N/C	EA	
7486054016316	860-54-0163-16 6 HYMAX 2 FLIP CPLG 6.42-7.05 LR 7.01-7.68 HR OD	6	6		322.50000	EA	1,935.00

Proof of Delivery  
Signed by:  
  
08/08/2023 18:24

Freight Delivery Handling Restock Misc

Subtotal: 8,734.00  
Other: .00  
Tax: .00

Invoice Total: \$8,734.00

Terms: NET 30  
Ordered By: DAVE

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>



# INVOICE

1830 Craig Park Court  
St. Louis, MO 63146

Invoice # T362368  
Invoice Date 8/09/23  
Account # 076823  
Sales Rep MARK BARAN  
Phone # 630-665-1800  
Branch #229 St. Charles, IL  
Total Amount Due \$2,244.00

Remit To:  
CORE & MAIN LP  
PO BOX 28330  
ST LOUIS, MO 63146

CITY OF DES PLAINES 000/0000  
1420 MINER ST STE 100 00000  
DES PLAINES IL 60016-4498

Shipped To:  
1111 Joesph Schwab RD  
Desplaines, IL

CUSTOMER JOB- W&S W&S

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered 8/08/23 Date Shipped 8/08/23 Customer PO # VERBAL DAVE Job Name W&S Job # W&S Bill of Lading CORE & MAIN LP Shipped Via CORE & MAIN LP Invoice# T362368

Product Code	Description	Quantity			Price	UM	Extended Price
		Ordered	Shipped	B/O			
72226090515001	226-090515-001 8X15 REP CLP SS B&N 8.99-9.39 OD	2	2		275.50000 EA	551.00	
72261090515000	261-090515-000 8X15 REP CLP 8.99-9.39 OD	2	2		218.00000 EA	436.00	
72226090512001	226-090512-001 8X12-1/2 REP CLP SS B&N 8.99-9.39 OD	3	3		229.50000 EA	688.50	
72261090512000	261-090512-000 8X12-1/2 REP CLP 8.99-9.39 OD	3	3		189.50000 EA	568.50	

Freight Delivery Handling Restock Misc

Subtotal: 2,244.00  
Other: .00  
Tax: .00

Invoice Total: \$2,244.00

Terms: NET 30  
Ordered By: DAVE

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To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>



# INVOICE

1830 Craig Park Court  
St. Louis, MO 63146

Invoice # T361008  
Invoice Date 8/09/23  
Account # 076823  
Sales Rep MARK BARAN  
Phone # 847-473-1900  
Branch #482 Lake Bluff, IL  
Total Amount Due \$645.00

Remit To:  
CORE & MAIN LP  
PO BOX 28330  
ST LOUIS, MO 63146

CITY OF DES PLAINES 000/0000  
1420 MINER ST STE 100 00000  
DES PLAINES IL 60016-4498


Shipped To:  
1111 Joesph Schwab RD  
Desplaines, IL

CUSTOMER JOB- W&S W&S

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
8/08/23	8/08/23	VERBAL DAVE	W&S	W&S		CORE & MAIN LP	T361008

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
7486054016316	860-54-0163-16 6 HYMAX 2 FLIP CPLG 6.42-7.05 LR 7.01-7.68 HR OD	2	2		322.50000	EA	645.00

Proof of Delivery  
Signed by:   
CITY OF DES PLAINES  
08/08/2023 18:24

Freight      Delivery      Handling      Restock      Misc

Subtotal: 645.00  
Other: .00  
Tax: .00

Invoice Total: \$645.00

Terms: NET 30

Ordered By: DAVE

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.

To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>



# INVOICE

1830 Craig Park Court  
St. Louis, MO 63146

Invoice # T362384  
Invoice Date 8/09/23  
Account # 076823  
Sales Rep MARK BARAN  
Phone # 847-473-1900  
Branch #482 Lake Bluff, IL  
Total Amount Due \$551.00

Remit To:  
CORE & MAIN LP  
PO BOX 28330  
ST LOUIS, MO 63146

CITY OF DES PLAINES 000/0000  
1420 MINER ST STE 100 00000  
DES PLAINES IL 60016-4498

Shipped To:  
1111 Joesph Schwab RD  
Desplaines, IL

CUSTOMER JOB- W&S W&S

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered 8/08/23 Date Shipped 8/08/23 Customer PO # VERBAL DAVE Job Name W&S Job # W&S Bill of Lading Shipped Via UPS Invoice# T362384

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
72226090515001	226-090515-001 8X15 REP CLP SS B&N 8.99-9.39 OD	2	2		275.50000	EA	551.00

Freight Delivery Handling Restock Misc

Subtotal: 551.00  
Other: .00  
Tax: .00

Invoice Total: \$551.00

Terms: NET 30  
Ordered By: DAVE

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# INVOICE

1830 Craig Park Court  
St. Louis, MO 63146

Invoice # T310406  
Invoice Date 8/08/23  
Account # 076823  
Sales Rep MARK BARAN  
Phone # 630-665-1800  
Branch #229 St. Charles, IL  
Total Amount Due \$737.50

Remit To:  
CORE & MAIN LP  
PO BOX 28330  
ST LOUIS, MO 63146

CITY OF DES PLAINES 000/0000  
1420 MINER ST STE 100 00000  
DES PLAINES IL 60016-4498

Shipped To:  
1111 Joesph Schwab RD  
Desplaines, IL

CUSTOMER JOB- W&S W&S

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
7/31/23	8/04/23	VERBAL MIKE	W&S	W&S		DIRECT	T310406

Product Code	Description	Quantity		Price	UM	Extended Price
		Ordered	Shipped			
	CORE & MAIN PO#- 1417633					
/40017450571	T/C #26CB BREAK COUPLING 902228	1	1	128.00000	EA	128.00
/40017450574	T/C #16W SS COTTER PIN W3510-48SS	2	2	13.00000	EA	26.00
61TC2325	TC #23-25 BREAKABLE BOLT & NUT	8	8	46.00000	EA	368.00
/40017450579	T/C #17X FULL FACE GASKET 910261	1	1	76.00000	EA	76.00
/40017450583	TC #17XB BREAK FLANGE O-RING W37144-8	1	1	139.50000	EA	139.50

Freight	Delivery	Handling	Restock	Misc	Subtotal:	737.50
					Other:	.00
					Tax:	.00
						0
					Invoice Total:	\$737.50

Terms: NET 30  
Ordered By: MIKE

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.

To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>



# INVOICE

1830 Craig Park Court  
St. Louis, MO 63146

Invoice # T289417  
Invoice Date 8/07/23  
Account # 076823  
Sales Rep MARK BARAN  
Phone # 630-665-1800  
Branch #229 St. Charles, IL  
Total Amount Due \$5,160.00

Backordered from:  
5/27/22 Q854472

Remit To:  
CORE & MAIN LP  
PO BOX 28330  
ST LOUIS, MO 63146

CITY OF DES PLAINES 000/0000  
1420 MINER ST STE 100 00000  
DES PLAINES IL 60016-4498

Shipped To:  
1111 JOSEPH SWAB RD  
DES PLAINES  
DES PLAINES, IL

CUSTOMER JOB- MTR 21 SENSUS MTR

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
5/11/22	8/04/23	SEE BELOW	SENSUS MTR	MTR 21		CORE & MAIN LP	T289417

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				

CUSTOMER PO#- 2021-00000021

4310FIPERLTSSMPRO	1 IPERL .1CF 3-TS SM 7WHL SM 3-TERM SCREW 10.75"LL SMART MODE I4S3FBXX	24	24		215.00000	EA	5,160.00
-------------------	------------------------------------------------------------------------------	----	----	--	-----------	----	----------

Proof of Delivery	
Signed by:	<i>Customer Delivery</i>
08/04/2023 17:41	

Freight      Delivery      Handling      Restock      Misc

Subtotal: 5,160.00  
Other: .00  
Tax: .00

Invoice Total: \$5,160.00

Terms: NET 30

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.  
To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>





# INVOICE

INVOICE NUMBER: **262484W**

INVOICE DATE: **8/8/23**

PAGE: **1**

1125 N. Old Rand Road, Wauconda, Illinois 60084-2492  
 TEL: (847) 487-7766 FAX: (847) 487-9876

**SOLD TO:**

**Ship To:**

**City of Des Plaines  
 1412 Miner Street  
 Des Plaines, IL 60016**

**RECEIVED  
 AUG 22 2023**

CUSTOMER I.D.	CUSTOMER P.O.	PAYMENT TERMS		
des0003	Des Plaines	Net 30 Days		
SALES REP I.D.	SHIPPING METHOD	SHIP DATE	DUE DATE	
17	Cust. Pickup		9/7/23	
QUANTITY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENSION
	<b>UO QTY</b>			
6.00	acc-hymax6	6" Hymax Coupling 6.42 - 7.68	327.00	1,962.00
6.00	acc-hymax8	8" Hymax Coupling 8.54 - 9.84	369.00	2,214.00
1.00	d-910	910 deep well socket set	230.00	230.00
1.00	d-recd-descaled36	Reed Pipe Descaler 12in-36in D836	324.00	324.00

**PLEASE PAY FROM THIS INVOICE**

ALL ATTORNEYS FEE AND OTHER COSTS OF COLLECTING THIS WILL BE PAID BY BUYER.

PAYMENT IS DUE 30 DAYS FROM INVOICE DATE. A FINANCE CHARGE OF 1 1/2% PER MONTH (18% PER ANNUM) WILL BE ADDED TO ALL PAST DUE ACCOUNTS.

Check #:

Subtotal	4,730.00
Sales Tax	
Total Invoice Amount	\$4,730.00
Payments/Credit	
<b>TOTAL DUE</b>	<b>\$4,730.00</b>

IF INVOICE WAS BILLED WITH TAX BUT JOB IS EXEMPT, DON'T PAY TAX, MARK "EXEMPT" ON PAYMENT DETAIL & FURNISH EXEMPTION CERT. TO US MAIL. INVOICE WILL NOT BE REISSUED. YOU MUST FURNISH EXEMPTION CERTS TO US FOR ALL EXEMPT JOBS.



# INVOICE

INVOICE NUMBER: **262717W**

INVOICE DATE: **9/12/23**

PAGE: **1**

1125 N. Old Rand Road, Wauconda, Illinois 60084-2492  
 TEL: (847) 487-7766 FAX: (847) 487-9876

**SOLD TO:**

**Ship To:**

**City of Des Plaines  
 1412 Miner Street  
 Des Plaines, IL 60016**

**RECEIVED**

**AUG 22 2023**

<b>CUSTOMER I.D.</b> des0003	<b>CUSTOMER P.O.</b> Public Works	<b>PAYMENT TERMS</b> Net 30 Days	
<b>SALES REP I.D.</b> 17	<b>SHIPPING METHOD</b> Cust. Pickup	<b>SHIP DATE</b>	<b>DUE DATE</b> 9/11/23

QUANTITY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENSION
	<b>BAD QTY</b>			
12.00	scc-hymax6	6" Hymax Coupling 6.42 - 7.68	327.00	3,924.00
4.00	scc-hymax8	8" Hymax Coupling 8.54 - 9.84	369.00	1,476.00
4.00	scc-hymax12H	12" Hymax Coupling 13.15 - 14.41	670.00	2,680.00
4.00		12 Hymax Coupling 12.40 - 13.66	561.00	2,244.00
3.00		2 1/2 aluminum hyd diffuser	270.00	810.00

**PLEASE PAY FROM THIS INVOICE**

ALL ATTORNEY'S FEE AND OTHER COSTS OF COLLECTING THIS WILL BE PAID BY BUYER.

PAYMENT IS DUE 30 DAYS FROM INVOICE DATE. A FINANCE CHARGE OF 1 1/2% PER MONTH (18% PER ANNUM) WILL BE ADDED TO ALL PAST DUE ACCOUNTS.

Check#

Subtotal	11,134.00
Sales Tax	
<b>Total Invoice Amount</b>	<b>\$11,134.00</b>
Payment/Credit	
<b>TOTAL DUE</b>	<b>\$11,134.00</b>

IF INVOICE WAS BILLED WITH TAX BUT JOB IS EXEMPT, DON'T PAY TAX, MARK "EXEMPT" ON PAYMENT DETAIL & FURNISH EXEMPTION CERT. TO US MAIL. INVOICE WILL NOT BE REISSUED. YOU MUST FURNISH EXEMPTION CERTS TO US FOR ALL EXEMPT JOBS.



MAID AMERICAN WATER OF WAUCONDA, INC.

1125 N. Old Rand Road, Wauconda, Illinois 60084-2492  
 TEL: (847) 487-7766 FAX: (847) 487-9876

# INVOICE

INVOICE NUMBER: **262742W**

INVOICE DATE: **8/14/23**

PAGE: **1**

**SOLD TO:**

**City of Des Plaines  
 1412 Miner Street  
 Des Plaines, IL 60016**

**Ship To:**

**RECEIVED  
 AUG 22 2023**

CUSTOMER I.D.		CUSTOMER P.O.		PAYMENT TERMS	
des0003		Des Plaines		Net 30 Days NV	
SALES REP I.D.		SHIPPING METHOD		SHIP DATE	DUE DATE
17		Cust. Pickup			9/13/23
QUANTITY	ITEM NUMBER	DESCRIPTION		UNIT PRICE	EXTENSION
		<b>B/O QTY</b>			
6.00	acc-hymax12H	12" Hymax Coupling 13.15 - 14.41		670.00	4,020.00
1.00	acc-hymax8	8" Hymax Coupling 8.54 - 9.84		369.00	369.00

**PLEASE PAY FROM THIS INVOICE**

ALL ATTORNEYS FEE AND OTHER COSTS OF COLLECTING THIS WILL BE PAID BY BUYER.

PAYMENT IS DUE 30 DAYS FROM INVOICE DATE. A FINANCE CHARGE OF 1 1/2% PER MONTH (18% PER ANNUM) WILL BE ADDED TO ALL PAST DUE ACCOUNTS.

Check#:

Subtotal	4,389.00
Sales Tax	
<b>Total Invoice Amount</b>	<b>\$4,389.00</b>
Payment/Credit	
<b>TOTAL DUE</b>	<b>\$4,389.00</b>

IF INVOICE WAS BILLED WITH TAX BUT JOB IS EXEMPT, DON'T PAY TAX, MARK "EXEMPT" ON PAYMENT DETAIL & FURNISH EXEMPTION CERT. TO US MAIL. INVOICES WILL NOT BE REISSUED. YOU MUST FURNISH EXEMPTION CERTS TO US FOR ALL EXEMPT JOBS.



# INVOICE

INVOICE NUMBER: **262686W**

INVOICE DATE: **8/11/23**

PAGE: **1**

1125 N. Old Rand Road, Wauconda, Illinois 60084-2492  
 TEL: (847) 487-7766 FAX: (847) 487-9876

**SOLD TO:**

**Ship To:**

**City of Des Plaines  
 1412 Miner Street  
 Des Plaines, IL 60016**

**RECEIVED**  
**AUG 22 2023**

CUSTOMER I.D.		CUSTOMER P.O.		PAYMENT TERMS	
des0003		Des Plaines		Net 30 Days NV	
SALES REP I.D.		SHIPPING METHOD		SHIP DATE	DUE DATE
17		Cust. Pickup			9/10/23
QUANTITY	ITEM NUMBER	DESCRIPTION		UNIT PRICE	EXTENSION
1.00	acc-fc202760cc3	Ford FC202 6" x 3/4" CC Epoxy Service Saddle		120.00	120.00

**PLEASE PAY FROM THIS INVOICE**

ALL ATTORNEYS FEE AND OTHER COSTS OF COLLECTING THIS WILL BE PAID BY BUYER.

PAYMENT IS DUE 30 DAYS FROM INVOICE DATE. A FINANCE CHARGE OF 1 1/2% PER MONTH (18% PER ANNUM) WILL BE ADDED TO ALL PAID DUE ACCOUNTS.

Check #:

Subtotal	120.00
Sales Tax	
<b>Total Invoice Amount</b>	<b>\$120.00</b>
Payment/Credit	
<b>TOTAL DUE</b>	<b>\$120.00</b>

IF INVOICE WAS BILLED WITH TAX BUT JOB IS EXEMPT, DON'T PAY TAX, MARK "EXEMPT" ON PAYMENT DETAIL & FURNISH EXEMPTION CERT. TO US MAIL. INVOICES WILL NOT BE REISSUED. YOU MUST FURNISH EXEMPTION CERTS TO US FOR ALL EXEMPT JOBS.



# INVOICE

INVOICE NUMBER: **262628W**

INVOICE DATE: **8/10/23**

PAGE: **1**

1125 N. Old Rand Road, Wauconda, Illinois 60084-2492  
 TEL: (847) 487-7766 FAX: (847) 487-9876

**SOLD TO:**

**Ship To:**

**City of Des Plaines  
 1412 Miner Street  
 Des Plaines, IL 60016**

**RECEIVED  
 AUG 22 2023**

CUSTOMER I.D.		CUSTOMER P.O.		PAYMENT TERMS	
des0003		Des Plaines		Net 30 Days NV	
SALES REP I.D.		SHIPPING METHOD		SHIP DATE	DUE DATE
17		Cust. Pickup			9/9/23
QUANTITY	ITEM NUMBER	DESCRIPTION		UNIT PRICE	EXTENSION
		<b>B/O QTY</b>			
10.00	scc-hymax6	6" Hymax Coupling 6.42 - 7.68		327.00	3,270.00
4.00	scc-hymax8	8" Hymax Coupling 8.54 - 9.84		369.00	1,476.00
4.00	scc-hymax12H	12" Hymax Coupling 13.15 - 14.41		670.00	2,680.00
1.00	tl-gauge0-160oil	0-160 psi filled gauge		75.00	75.00

**PLEASE PAY FROM THIS INVOICE**

ALL ATTORNEYS FEE AND OTHER COSTS OF COLLECTING THIS WILL BE PAID BY BUYER.

PAYMENT IS DUE 30 DAYS FROM INVOICE DATE. A FINANCE CHARGE OF 1 1/2% PER MONTH (18% PER ANNUM) WILL BE ADDED TO ALL PAST DUE ACCOUNTS.

Check #:

Subtotal	7,501.00
Sales Tax	
<b>Total Invoice Amount</b>	<b>\$7,501.00</b>
Payment/Credit	
<b>TOTAL DUE</b>	<b>\$7,501.00</b>

IF INVOICE WAS BILLED WITH TAX BUT JOB IS EXEMPT, DON'T PAY TAX, MARK "EXEMPT" ON PAYMENT DETAIL & FURNISH EXEMPTION CERT. TO US MAIL. INVOICES WILL NOT BE REBILLED. YOU MUST FURNISH EXEMPTION CERTS TO US FOR ALL EXEMPT JOBS.



# INVOICE

INVOICE NUMBER: **262513W**

INVOICE DATE: **8/8/23**

PAGE: **1**

1125 N. Old Rand Road, Wauconda, Illinois 60084-2492  
 TEL: (847) 487-7766 FAX: (847) 487-9876

**SOLD TO:**

**City of Des Plaines  
 1412 Miner Street  
 Des Plaines, IL 60016**

**Ship To:**

**1111 Joseph Schabb  
 Des Plaines, IL**

**RECEIVED**

**AUG 22 2023**

CUSTOMER I.D.		CUSTOMER P.O.		PAYMENT TERMS	
des0003		Des Plaines		Net 30 Days NV	
SALES REP I.D.		SHIPPING METHOD		SHIP DATE	DUE DATE
17		MAW TRUCK		8/8/23	9/7/23
QUANTITY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENSION	
	<b>B/D QTY</b>				
14.00	sco-hymax6	6" Hymax Coupling 6.42 - 7.68	327.00	4,578.00	
1.00	viv-mjrw6	6" MJ RW Valve	1,054.00	1,054.00	
2.00	mjf-mega-dkspaks	6" DI Megaing Pack w/SS Bolts	71.00	142.00	

**PLEASE PAY FROM THIS INVOICE**

ALL ATTORNEYS FEE AND OTHER COSTS OF COLLECTING THIS WILL BE PAID BY BUYER.

PAYMENT IS DUE 30 DAYS FROM INVOICE DATE. A FINANCE CHARGE OF 1 1/2% PER MONTH (18% PER ANNUM) WILL BE ADDED TO ALL PAST DUE ACCOUNTS.

Check #:

Subtotal	5,774.00
Sales Tax	
Total Invoice Amount	\$5,774.00
Payment/Credit	
<b>TOTAL DUE</b>	<b>\$5,774.00</b>

IF INVOICE WAS BILLED WITH TAX BUT JOB IS EXEMPT, DON'T PAY TAX, MARK "EXEMPT" ON PAYMENT DETAIL & FURNISH EXEMPTION CERT. TO US MAIL. INVOICE WILL NOT BE REISSUED. YOU MUST FURNISH EXEMPTION CERTS TO US FOR ALL EXEMPT JOBS.



# INVOICE

INVOICE NUMBER: **470931W**

INVOICE DATE: **8/5/23**

PAGE: **1**

1125 N. Old Rand Road, Wauconda, Illinois 60084-2492  
 TEL: (847) 487-7766 FAX: (847) 487-9876

**SOLD TO:**

**Ship To:**

**City of Des Plaines  
 1412 Miner Street  
 Des Plaines, IL 60016**

**RECEIVED  
 AUG 17 2023**

CUSTOMER I.D.		CUSTOMER P.O.		PAYMENT TERMS	
des0003		Des Plaines		Net 30 Days	
SALES REP I.D.		SHIPPING METHOD		SHIP DATE	DUE DATE
17		Cust. Pickup			9/4/23
QUANTITY	ITEM NUMBER	DESCRIPTION		UNIT PRICE	EXTENSION
		<b>B/O QTY</b>			
6.00	BR-F10004-Q-NL	1" CC Comp Copper Corp NL Q		90.00	540.00
5.00	BR-C4444-Q-NL	Ford 1" Compression Copper Coupling (C44-44-Q-NL)		32.00	160.00
5.00	BR-F10003-Q-NL	3/4 CC x Comp Copper Corp NL Q		61.00	305.00
5.00	BR-C4433-Q-NL	Ford 3/4" Compression Copper Coupling (C44-33-Q-NL)		28.00	140.00
1.00	tl-910	910 deep well socket set		230.00	230.00
1.00	tl-readrroundrr3/4	Read Rerounding Tool 3/4in RR3/4		60.00	60.00
1.00	tl-readrroundrr1	Read Rerounding Tool 1in RR1		64.00	64.00
3.00	tl-alumoffset18	Read arw 18 offset al wroh		138.00	414.00

**PLEASE PAY FROM THIS INVOICE**

ALL ATTORNEYS FEE AND OTHER COSTS OF COLLECTING THIS WILL BE PAID BY BUYER.

PAYMENT IS DUE 30 DAYS FROM INVOICE DATE. A FINANCE CHARGE OF 1 1/2% PER MONTH (18% PER ANNUM) WILL BE ADDED TO ALL PAID IN ACCOUNTS.

Check #

Subtotal	1,913.00
Sales Tax	
<b>Total Invoice Amount</b>	<b>\$1,913.00</b>
Payment/Credit	
<b>TOTAL DUE</b>	<b>\$1,913.00</b>

IF INVOICE WAS BILLED WITH TAX BUT JOB IS EXEMPT, DON'T PAY TAX, MARK "EXEMPT" ON PAYMENT DETAIL & FURNISH EXEMPTION CERT. TO US MAIL. INVOICE WILL NOT BE REISSUED. YOU MUST FURNISH EXEMPTION CERTS TO US FOR ALL EXEMPT JOBS.



# INVOICE

INVOICE NUMBER: **262431W**

INVOICE DATE: **8/7/23**

PAGE: **1**

1125 N. Old Rand Road, Wauconda, Illinois 60084-2492  
 TEL: (847) 487-7766 FAX: (847) 487-9876

**SOLD TO:**

**City of Des Plaines  
 1412 Miner Street  
 Des Plaines, IL 60016**

**Ship To:**

**RECEIVED**

**AUG 17 2023**

CUSTOMER I.D.	CUSTOMER P.O.	PAYMENT TERMS	
des0003	Des Plaines	Net 30 Days	
SALES REP I.D.	SHIPPING METHOD	SHIP DATE	DUE DATE
17	Cust. Pickup		9/6/23

QUANTITY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENSION
		<b>END QTY</b>		
6.00	sco-fs1724125	Ford FS1 6" x 12.5" Repair Clamp (6.84-7.24)	180.00	1,080.00
1.00	sco-fs172430	Ford FS1 6" x 30" Repair Clamp (6.84"-7.24")	441.00	441.00
6.00	sco-hymax6	6" Hymax Coupling 6.42 - 7.68	327.00	1,962.00

**PLEASE PAY FROM THIS INVOICE**

ALL ATTORNEYS FEES AND OTHER COSTS OF COLLECTING THIS WILL BE PAID BY BUYER.

PAYMENT IS DUE 30 DAYS FROM INVOICE DATE. A FINANCE CHARGE OF 1 1/2% PER MONTH (18% PER ANNUM) WILL BE ADDED TO ALL PAST DUE ACCOUNTS.

Check#

Subtotal	3,483.00
Sales Tax	
Total Invoice Amount	\$3,483.00
Payment/Credit	
<b>TOTAL DUE</b>	<b>\$3,483.00</b>

IF INVOICE WAS BILLED WITH TAX BUT JOB IS EXEMPT, DON'T PAY TAX, MARK "EXEMPT" ON PAYMENT DETAIL & FURNISH EXEMPTION CERT. TO US MAIL. INVOICE WILL NOT BE REISSUED. YOU MUST FURNISH EXEMPTION CERTS TO US FOR ALL EXEMPT JOBS.





# INVOICE

INVOICE NUMBER: **470932W**

INVOICE DATE: **8/5/23**

PAGE: **1**

1125 N. Old Rand Road, Wauconda, Illinois 60084-2492  
 TEL: (847) 487-7766 FAX: (847) 487-9876

**SOLD TO:**

**Ship To:**

**City of Des Plaines  
 1412 Miner Street  
 Des Plaines, IL 60016**

**RECEIVED  
 AUG 17 2023**

CUSTOMER I.D.		CUSTOMER P.O.		PAYMENT TERMS	
des0003		Des Plaines		Net 30 Days	
SALES REP I.D.		SHIPPING METHOD		SHIP DATE	DUE DATE
17		Cust. Pickup			9/4/23
QUANTITY	ITEM NUMBER	DESCRIPTION		UNIT PRICE	EXTENSION
		<b>BIG QTY</b>			
3.00	acc-fa172415	Ford FS1 6" x 15" Repair Clamp (6.84-7.24)		199.00	597.00
3.00	acc-fa172424	Ford FS1 6" x 24" Repair Clamp (6.84"-7.24")		394.00	1,182.00
4.00	acc-fa172430	Ford FS1 6" x 30" Repair Clamp (6.84"-7.24")		441.00	1,764.00
2.00	acc-fa172415cc4	fa1 for 15 cool clamp tapped		251.00	502.00

**PLEASE PAY FROM THIS INVOICE**

ALL ATTORNEYS FEE AND OTHER COSTS OF COLLECTING THIS WILL BE PAID BY BUYER.

PAYMENT IS DUE 30 DAYS FROM INVOICE DATE. A FINANCE CHARGE OF 1 1/2% PER MONTH (18% PER ANNUM) WILL BE ADDED TO ALL PAST DUE ACCOUNTS.

Check #:

Subtotal	4,045.00
Sales Tax	
<b>Total Invoice Amount</b>	<b>\$4,045.00</b>
Payment/Credit	
<b>TOTAL DUE</b>	<b>\$4,045.00</b>

IF INVOICE WAS BILLED WITH TAX BUT JOB IS EXEMPT, DON'T PAY TAX, MARK "EXEMPT" ON PAYMENT DETAIL & FURNISH EXEMPTION CERT. TO US MAIL. INVOICE WILL NOT BE REISSUED. YOU MUST FURNISH EXEMPTION CERTS TO US FOR ALL EXEMPT JOBS.



**MID-AMERICAN WATER OF WAUCONDA**

1125 N. Old Rand Road  
WAUCONDA, IL 60084

**INVOICE**

Invoice Number: 262925W  
Invoice Date: Aug 18, 2023  
Page: 1

Voice: 847 487-7766  
Fax: 847 487-9876

<b>Bill To:</b>
City of Des Plaines 1412 Miner Street Des Plaines, IL 60016

<b>Ship to:</b>
1111 Joseph J Schwab Rd Des Plaines, IL

<b>Customer ID</b>	<b>Customer PO</b>	<b>Payment Terms</b>	
des0003	Des Plaines	Net 30 Days NV	
<b>Sales Rep ID</b>	<b>Shipping Method</b>	<b>Ship Date</b>	<b>Due Date</b>
17	MAW TRUCK	8/18/23	9/17/23

Quantity	Item	Description	Unit Price	Amount
24.00	scc-hymax6	6" Hymax Coupling 6.42 - 7.68	327.00	7,848.00
4.00	scc-hymax8	8" Hymax Coupling 8.54 - 9.84	369.00	1,476.00

FREIGHT CHARGE 0.00

Subtotal	9,324.00
Sales Tax	
Total Invoice Amount	9,324.00
Payment/Credit Applied	
<b>TOTAL</b>	<b>9,324.00</b>

Check/Credit Memo No:



**MID-AMERICAN WATER OF WAUCONDA**

1125 N. Old Rand Road  
WAUCONDA, IL 60084

**INVOICE**

Invoice Number: 262930W  
Invoice Date: Aug 9, 2023  
Page: 1

Voice: 847 487-7766  
Fax: 847 487-9876

<b>Bill To:</b>
City of Des Plaines 1412 Miner Street Des Plaines, IL 60016

<b>Ship to:</b>
City of Des Plaines 1412 Miner Street Des Plaines, IL 60016

<b>Customer ID</b>	<b>Customer PO</b>	<b>Payment Terms</b>	
des0003	Des Plaines	Net 30 Days	
<b>Sales Rep ID</b>	<b>Shipping Method</b>	<b>Ship Date</b>	<b>Due Date</b>
17	Cust. Pickup		9/8/23

Quantity	Item	Description	Unit Price	Amount
10.00	scc-hymax6	6" Hymax Coupling 6.42 - 7.68	327.00	3,270.00

FREIGHT CHARGE 0.00

Check/Credit Memo No:

Subtotal	3,270.00
Sales Tax	
Total Invoice Amount	3,270.00
Payment/Credit Applied	
<b>TOTAL</b>	<b>3,270.00</b>

**CITY OF DES PLAINES**

**RESOLUTION R - 161 - 23**

**A RESOLUTION APPROVING AND RATIFYING AN EXPENDITURE OF FUNDS TO CORE & MAIN, LP AND MID-AMERICAN WATER & SEWER, INC. FOR THE EMERGENCY PURCHASE OF WATER MAIN MATERIALS.**

**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 for emergency repair work for use by the Department of Public Works and Engineering during the 2023 fiscal year; and

**WHEREAS**, the City's Purchasing Policy authorizes the City Manager to enter into emergency contracts without competitive bidding to resolve emergencies affecting the public health and safety, provided that the City Manager presents the emergency contracts to the City Council, along with a full report of the circumstances of the emergency; and

**WHEREAS**, the City has recently repaired 141 water main breaks throughout the City ("*Water Mains*"); and

**WHEREAS**, despite the recent repairs, the Water Mains continue to leak or break; and

**WHEREAS**, in order to bring the Water Mains back into service to protect the public health and safety, many of the Water Mains had to be replaced on an emergency basis ("*Emergency Repair Work*"); and

**WHEREAS**, in order to perform the Emergency Repair Work, the City was required to procure water main and associated appurtenances (collectively, the "*Materials*"); and

**WHEREAS**, Core & Main, LP submitted a proposal for the procurement of the Materials in the amount of \$93,128.45 and Mid-American Water & Sewer, Inc. submitted a proposal for the procurement of the Materials in the amount of \$55,683.00 (collectively, "*Vendors*"); and

**WHEREAS**, pursuant to, and in accordance with, Chapter 10 of Title 1 of the City Code and the City's purchasing policy, the City Manager procured the Materials for the Emergency Repair Work from Vendors; and

**WHEREAS**, the City anticipates the need to purchase additional Materials to protect the public health and welfare ("*Additional Materials*") in the amount of \$200,000 for each of the Vendors on an as-needed basis; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to (i) ratify the expenditure of a total of \$148,811.45 for the Materials from the Vendors; and (ii) approve the expenditure of up to \$200,000 per Vendor for the Additional Materials on an as-needed basis; and

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

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

**SECTION 2: RATIFICATION OF EMERGENCY EXPENDITURES.** The City Council hereby ratifies and approves the expenditure of \$93,128.45 on the Materials from Core & Main, LP and the expenditure of \$55,683.00 on the Materials from Mid-American Water & Sewer, Inc. The City Manager and Finance Director are authorized to make payments and execute documents necessary to pay for the Materials as authorized by this Resolution.

**SECTION 3: AUTHORIZATION OF EXPENDITURE FOR ADDITIONAL MATERIALS.** The City Council hereby authorizes the expenditure of the total not-to-exceed amount \$200,000 for the Additional Materials from Core & Main, LP and \$200,000 for the Additional Materials from Mid-American Water & Sewer, Inc. on an as-needed basis during the current fiscal year. The City Manager and Finance Director are authorized to make payments and execute documents necessary to pay for the Additional Materials as authorized by this Resolution.

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

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

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

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

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

ATTEST:

Approved as to form:

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

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



PUBLIC WORKS AND  
ENGINEERING DEPARTMENT  
1111 Joseph J. Schwab Road  
Des Plaines, IL 60016  
P: 847-391-5464  
desplaines.org

MEMORANDUM

Date: August 24, 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: Emergency Water Main Repairs

**Issue:** Due to the current drought conditions, corrosion, and the age of the City’s water mains, outside contractors needed to be used to assist with water main break repairs and water service repairs.

**Analysis:** Over the past two weeks, we have been experiencing a large amount of water main breaks. Since June 1<sup>st</sup>, we have had 141 water main breaks. In many cases, we have had to replace the water main instead of repairing it with a repair sleeve. Since the work requires immediate attention, we contacted outside contractors who the City have previously worked with to assist with these efforts on a force account (time and material) basis.

Berger Excavating Contractors, MQ Construction Company, and John Neri Construction Company, Inc. have positive existing relationships with the City and have performed these types of services in the past without any issues. The contractors have assisted with emergency water system repairs on a force account basis pursuant to Illinois Department of Transportation standards. The cost of contractual water repairs to date is approximately \$273,366.65. As the year progresses, we anticipate the need for additional contractual services for water system repairs. We recommend an additional \$250,000 per contractor for the balance of the year for a total amount of \$1,023,366.65.

**Recommendation:** We recommend approval of the attached emergency services invoices from Berger Excavating Contractors, 1205 N. Garland Road, Wauconda, Illinois, 60084 in the amount of \$88,095.50; MQ Construction, 4323 N. Central Avenue, Chicago, Illinois, 60634 in the amount of \$149,456.22; and John Neri Construction Company, Inc., 770 Factory Road, Addison, Illinois, 60101 in the amount of \$35,814.93. We further recommend approval of additional services on an as needed basis in the event the breaks persist, in an amount not to exceed \$1,023,366.65, inclusive of the invoice amounts above. Source of funding will be the Water Fund, Contingency.

**Attachments:**  
 Attachment 1 – Berger Excavating Contractors Invoice  
 Attachment 2 – MQ Construction Invoices  
 Attachment 3 – John Neri Construction Co. Invoices  
 Resolution R-162-23



1205 Garland Rd.  
 Wauconda, IL 60084  
 (847) 526-5457

# Invoice

Invoice Number
DPL_WM_02
Invoice Date
8/21/2023
Job No
23903

Bill To: CITY OF DESPLAINES  
 1420 Minor St  
  
 Des Plaines, IL 60016

Re: DesPlaines Water Main Repair



Original Contract	\$	1.00
Change Orders	\$	89,094.50
Revised Contract Amt	\$	89,095.50
Work Completed to Date	\$	88,095.50
Less Previously Billed	\$	0.00
Current Billing	\$	88,095.50
Less Retainage	\$	0.00
<b>Total Due this Invoice</b>	<b>\$</b>	<b>88,095.50</b>





1205 Garland Road  
 Wauconda, IL 60084  
 www.BergerExcavating.com

Phone: (847)526-5457  
 Fax: (847)526-4204

Pending ID: DPL\_WM\_02

### Change Order Request

To:  
 City of Des Plaines  
 1111 Joseph Schwab Road  
 Des Plaines, IL 60016

Project:  
 Job #: 23903  
 WM Repair Des Plaines - Village of Des Plaines

Change Req. ID:

Date Submitted: August 09, 2023

**Work to be performed:**

8.9 - 8.17 - Water Main Break Repair

Description	Quantity	Unit	Unit Price	Amount
Sewer Foreman with Truck	67.00	HR	175.00	11,725.00
Superintendent	13.00	HR	180.00	2,340.00
Laborer	159.50	HR	160.00	25,520.00
John Deere 135/Komatsu 138 Backhoe	38.50	HR	270.00	10,395.00
John Deere 85 Backhoe	23.50	HR	245.00	5,757.50
Cat Skid Steer	27.50	HR	225.00	6,187.50
Six Wheeler with Trailer	35.00	HR	140.00	4,900.00
Lowboy	8.50	HR	175.00	1,487.50
Semi Trailer Truck	33.50	HR	155.00	5,192.50
Box	12.00	DAY	200.00	2,400.00
Plate	6.00	DAY	150.00	900.00
Ca-7 Import	40.00	TN	28.00	1,120.00
#6 Wash Import	20.00	TN	26.00	520.00
Dump Fee	3.00	LD	125.00	375.00
12" Sleeve & 12" 45 Bend	1.00	LS	1,655.50	1,655.50
Overtime	127.00	HR	60.00	7,620.00

Total: 88,095.50

Pending Change to Contract: **\$88,095.50**

SIGNED: \_\_\_\_\_

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

Sent Via:  Mail  Fax  Hand Delivered  FedEx

SIGNED:   
 (Berger Excavating Contractors, Inc.)





## INVOICE

REMIT TO:  
 MQ CONSTRUCTION COMPANY  
 4323 N. CENTRAL AVENUE  
 CHICAGO, IL 60634

DATE: August 17, 2023  
 INVOICE NO: 8-17-23-1

City of Des Plaines Public Works  
 ATTN: Mr. Tim Watkins  
 1111 Joseph J Schwab Rd  
 Des Plaines, IL 60016

JOB: Emergency Water Main Repair  
 Various Locations (See Breakdown)

	Completed Quantities	Lump Sum	Amount
Emergency water main repairs (See attached breakdown)	100%	\$ 62,236.77	\$ 62,236.77

Total Value of Completed Work	\$ 62,236.77
Balance Due on Completed Work	\$ 62,236.77
Previous Payments	\$ 0.00
Net Amount Due	\$ 62,236.77



## INVOICE

REMIT TO:  
 MQ CONSTRUCTION COMPANY  
 4323 N. CENTRAL AVENUE  
 CHICAGO, IL 60634

DATE: August 23, 2023  
 INVOICE NO: 8-23-23-1

City of Des Plaines Public Works  
 ATTN: Mr. Tim Watkins  
 1111 Joseph J Schwab Rd  
 Des Plaines, IL 60016

JOB: Emergency Water Main Repair  
 Various Locations (See Breakdown)

	Completed Quantities	Lump Sum	Amount
Emergency water main repairs & Concrete work (See attached breakdown)	100%	\$ 87,219.45	\$ 87,219.45

Total Value of Completed Work	\$ 87,219.45
Balance Due on Completed Work	\$ 87,219.45
Previous Payments	\$ 0.00
Net Amount Due	\$ 87,219.45



JOHN NERI CONSTRUCTION CO., INC.  
 Sewer & Water Contractors  
 770 Factory Road \*Addison, IL 60101  
 Tel: 630 629-8384\* Fax: 630 629-7001  
 www.johnnericonstruction.com

August 10, 2023

Mr. Timothy Watkins  
 City of Des Plaines  
 1111 Joseph J. Schwab Rd.  
 Des Plaines, IL 60016

Route: 1581 Wicke & 1580 Lincoln.  
 Report #:

County: Cook Authorization # :

Force account bill for: Repair water main @ 1581 Wicke Ave., remove and replace valve @ Southwest corner of Lincoln Ave. & White St. JNC JOB # 23996

# INVOICE # 080823

	August 2023			Total Hours			Rate	Insurance Amount	Payroll Amount	Earnings to date	F.U.T.	S.U.T.
	8	9	10	S.T.	O.T.	D.T.						
Antonio Luna (Foreman/Laborer)	10.5	0	0	8	2.5	0	\$ 55.40	\$ 581.70	\$ 650.95	\$ -	\$ -	\$ -
Joe Benigni (Operator)	9	0	0	8	1	0	\$ 56.80	\$ 511.20	\$ 539.60	\$ -	\$ -	\$ -
Tom Saviano (Operator)	10	0	0	8	2	0	\$ 56.80	\$ 568.00	\$ 624.80	\$ -	\$ -	\$ -
Manuel Luna (Laborer)	9.5	0	0	8	1.5	0	\$ 48.90	\$ 464.55	\$ 501.23	\$ -	\$ -	\$ -
Tom L. Saviano (Laborer/apprentice)	9	0	0	8	1	0	\$ 39.12	\$ 352.08	\$ 371.64	\$ -	\$ -	\$ -
Alonso Luna (Laborer)	9	0	0	8	1	0	\$ 48.90	\$ 440.10	\$ 464.55	\$ -	\$ -	\$ -
Eduardo Barajas (laborer/bottom man)	9	0	0	8	1	0	\$ 50.25	\$ 452.25	\$ 477.38	\$ -	\$ -	\$ -
Subtotals, Labor								\$ 3,369.88	\$ 3,630.14	\$ -	\$ -	\$ -
*Laborers Pension & Welfare Funds				47	Hrs. @	\$ 34.53			\$ 1,622.91			
*Operator Pension & Welfare Funds				19	Hrs. @	\$ 49.38			\$ 938.22			
*Truck Drivers Pension & Welfare Funds				0	Hrs. @	\$ 26.50			\$ -			
Subtotals, Labor									\$ 6,191.27			
Plus 35% of Subtotal									\$ 2,166.94			
Subtotals, Labor									\$ 8,358.21			
Plus: Workman's Compensation Ins.				18.30	% OF	\$ 3,369.88		\$ 616.69				
Public Liability and Property Damage Ins., excluding payroll of Truck Drivers				2.37	% OF	\$ 2,917.63		\$ 69.15				
**Federal Unemployment Tax				0.60	% OF	\$ -		-				
***State Unemployment Tax				8.15	% OF	\$ -		-				
Federal Social Security Tax				7.65	% OF	\$ 3,630.14		\$ 277.71				
Total Payroll Additives								\$ 963.54				
Plus 10% of Payroll Additives								\$ 96.35				
Total Labor									\$ 1,059.90			
									\$ 9,418.11			

I hereby certify that the above statement is a copy of that portion of the payroll which applies to the above stated work and that the rates show for taxes and insurance are actual costs.

Signed   
 John Neri Construction Co., Inc. President

Total on following page.

**Equipment Expense**

	<b>8</b>	<b>9</b>	<b>10</b>	<b>Total Hours</b>	<b>Rate</b>	<b>Amount</b>
Link Belt 145X4 Excavator (102HP) .82 C.Y.	9	0	0	9	\$ 83.91	\$ 755.19
Case 430 Uniloader W/Breaker (74Hp)	9	0	0	9	\$ 55.49	\$ 499.41
Ford F-350 Service Truck (GVW 16000)	10.5	0	0	10.5	\$ 31.49	\$ 330.65
Small generator set (daily rate)	1	0	0	1	\$ 75.00	\$ 75.00
2" Electric pump W/Acc. (daily rate) (2 each)	2	0	0	2	\$ 60.00	\$ 120.00
8' x 6' Trench Box (daily rate)	1	0	0	1	\$ 120.00	\$ 120.00
8' x 8' Trench Box	1	0	0	1	\$ 160.00	\$ 160.00
Freightliner Truck 4600 single axle dump W/Tag Along	10	0	0	10	\$ 51.23	\$ 512.30
Mack 6-Wheeler (GVW 53000)W/20 Ton Tag	9.5	0	0	9.5	\$ 84.29	\$ 800.76
Sub-Total Equipment						<b>\$ 3,373.30</b>

**Material Used**

	<b>Source</b>	<b>Quantity</b>	<b>Unit</b>	<b>Price</b>	<b>Amount</b>
60" Dia. pre-cast valve vault	Stock	1	Ea.	\$ 1,140.00	\$ 1,140.00
Mortar mix #80	Stock	1	Ea.	\$ 9.00	\$ 9.00
E-z stick (each)	Stock	4	Ea.	\$ 12.50	\$ 50.00
Subtotal Material					\$ 1,199.00
15% Markup					\$ 179.85
Sub Total Material Used					<b>\$ 1,378.85</b>

**Sub-Contractors Expense**

	<b>Source</b>	<b>Quantity</b>	<b>Unit</b>	<b>Price</b>	<b>Amount</b>
See attached invoice		0	Ea.	\$ -	\$ -
Sub-Total					\$ -
5% Markup up to \$10,000.00(minimum \$100.00)					\$ -
1% Markup up anything over \$10,000.00					\$ -
Sub total sub-contractors					\$ -

**AFFIDAVIT**

This is to certify that the material entered on this force account bill which was taken from stock is shown at our cost.

John Neri Construction Co., Inc.

By 

TOTAL LABOR:	\$ 9,418.11
TOTAL EQUIPMENT EXPENSE:	\$ 3,373.30
TOTAL MATERIALS:	\$ 1,378.85
SUB-CONTRACTORS EXPENSE	\$ -
TOTAL	\$ 14,170.26
Bond 0.75%	\$ -
Plus 10% of Bond	\$ -
Total Bill	<b>\$ 14,170.26</b>

Repair water main @ 1581 Wicke Ave., remove and replace valve @ Southwest corner of Lincoln Ave. & White St.



**JOHN NERI CONSTRUCTION CO., INC.**  
*Sewer & Water Contractors*  
 770 Factory Road \*Addison, IL 60101  
 Tel: 630 629-8384\* Fax: 630 629-7001  
[www.johnnericonstruction.com](http://www.johnnericonstruction.com)

August 10, 2023

Mr. Timothy Watkins  
 City of Des Plaines  
 1111 Joseph J. Schwab Rd.  
 Des Plaines, IL 60016

**Route:** Southeast corner of Lincoln Ave. & White St.  
**Report #:**

**County:** Cook **Authorization # :**

**Force account bill for:** Removed and replaced fire hydrant, valve and vault @ Southeast corner of Lincoln Ave. & White St. **JNC JOB # 23996**

# INVOICE # 080923

	<u>August 2023</u>			<u>Total Hours</u>			<u>Rate</u>	<u>Insurance Amount</u>	<u>Payroll Amount</u>	<u>Earnings to date</u>	<u>F.U.T.</u>	<u>S.U.T.</u>
	<u>9</u>	<u>10</u>	<u>11</u>	<u>S.T.</u>	<u>O.T.</u>	<u>D.T.</u>						
Antonio Luna (Foreman/Laborer)	10	0	0	8	2	0	\$ 55.40	\$ 554.00	\$ 609.40	\$ -	\$ -	\$ -
Joe Benigni (Operator)	9.5	0	0	8	1.5	0	\$ 56.80	\$ 539.60	\$ 582.20	\$ -	\$ -	\$ -
Tom Saviano (Operator)	10	0	0	8	2	0	\$ 56.80	\$ 568.00	\$ 624.80	\$ -	\$ -	\$ -
Manuel Luna (Laborer)	9.5	0	0	8	1.5	0	\$ 48.90	\$ 464.55	\$ 501.23	\$ -	\$ -	\$ -
Tom L. Saviano (Laborer/apprentice)	8	0	0	8	0	0	\$ 39.12	\$ 312.96	\$ 312.96	\$ -	\$ -	\$ -
Alonso Luna (Laborer)	9	0	0	8	1	0	\$ 48.90	\$ 440.10	\$ 464.55	\$ -	\$ -	\$ -
Eduardo Barajas (laborer/bottom man)	9	0	0	8	1	0	\$ 50.25	\$ 452.25	\$ 477.38	\$ -	\$ -	\$ -
Subtotals, Labor								\$ 3,331.46	\$ 3,572.51	\$ -	\$ -	\$ -
*Laborers Pension & Welfare Funds				45.5	Hrs. @	\$ 34.53			\$ 1,571.12			
*Operator Pension & Welfare Funds				19.5	Hrs. @	\$ 49.38			\$ 962.91			
*Truck Drivers Pension & Welfare Funds				0	Hrs. @	\$ 26.50			\$ -			
Subtotals, Labor									\$ 6,106.54			
Plus 35% of Subtotal									\$ 2,137.29			
Subtotals, Labor									\$ 8,243.82			
Plus: Workman's Compensation Ins.				18.30	% OF	\$ 3,331.46		\$ 609.66				
Public Liability and Property Damage Ins., excluding payroll of Truck Drivers				2.37	% OF	\$ 2,879.21		\$ 68.24				
**Federal Unemployment Tax				0.60	% OF	\$ -		-				
***State Unemployment Tax				8.15	% OF	\$ -		-				
Federal Social Security Tax				7.65	% OF	\$ 3,572.51		\$ 273.30				
Total Payroll Additives								\$ 951.19				
Plus 10% of Payroll Additives								\$ 95.12				
Total Labor									\$ 1,046.31			
									\$ 9,290.13			

I hereby certify that the above statement is a copy of that portion of the payroll which applies to the above stated work and that the rates show for taxes and insurance are actual costs.

Signed

John Neri Construction Co., Inc. President

Total on following page.

**Equipment Expense**

	9	10	11	Total Hours	Rate	Amount
Link Belt 145X4 Excavator (102HP) .82 C.Y.	9.5	0	0	9.5	\$ 83.91	\$ 797.15
Case 430 Uniloader W/Breaker (74Hp)	10	0	0	10	\$ 55.49	\$ 554.90
Ford F-350 Service Truck (GVW 16000)	10	0	0	10	\$ 31.49	\$ 314.90
Small generator set (daily rate)	1	0	0	1	\$ 75.00	\$ 75.00
2" Electric pump W/Acc. (daily rate) (2 each)	2	0	0	2	\$ 60.00	\$ 120.00
8' x 6' Trench Box (daily rate)	1	0	0	1	\$ 120.00	\$ 120.00
8' x 8' Trench Box	1	0	0	1	\$ 160.00	\$ 160.00
Freightliner Truck 4600 single axle dump W/Tag Along	10	0	0	10	\$ 51.23	\$ 512.30
Mack 6-Wheeler (GVW 53000)W/20 Ton Tag	9.5	0	0	9.5	\$ 84.29	\$ 800.76
Sub-Total Equipment						<u>\$ 3,455.00</u>

**Material Used**

	Source	Quantity	Unit	Price	Amount
60" Dia. pre-cast valve vault	Stock	1	Ea.	\$ 1,400.00	\$ 1,400.00
E-z stick (each)	Stock	4	Ea.	\$ 12.50	\$ 50.00
Subtotal Material					\$ 1,450.00
15% Markup					\$ 217.50
Sub Total Material Used					<u>\$ 1,667.50</u>

**Sub-Contractors Expense**

	Source	Quantity	Unit	Price	Amount
See attached invoice		0	Ea.	\$ -	\$ -
Sub-Total					\$ -
5% Markup up to \$10,000.00(minimum \$100.00)					\$ -
1% Markup up anything over \$10,000.00					\$ -
Sub total sub-contractors					<u>\$ -</u>

**AFFIDAVIT**

This is to certify that the material entered on this force account bill which was taken from stock is shown at our cost.

John Neri Construction Co., Inc.

By



TOTAL LABOR:	\$ 9,290.13
TOTAL EQUIPMENT EXPENSE:	\$ 3,455.00
TOTAL MATERIALS:	\$ 1,667.50
SUB-CONTRACTORS EXPENSE	\$ -
TOTAL	\$ 14,412.63
Bond 0.75%	\$ -
Plus 10% of Bond	\$ -
Total Bill	<u>\$ 14,412.63</u>

Removed and replaced fire hydrant, valve and vault @ Southeast corner of Lincoln Ave. & White St.



**JOHN NERI CONSTRUCTION CO., INC.**  
*Sewer & Water Contractors*  
 770 Factory Road \*Addison, IL 60101  
 Tel: 630 629-8384\* Fax: 630 629-7001  
[www.johnnericonstruction.com](http://www.johnnericonstruction.com)

August 15, 2023

Mr. Timothy Watkins  
 City of Des Plaines  
 1111 Joseph J. Schwab Rd.  
 Des Plaines, IL 60016

**Route:** Amherst Ave. & Pinehurst Dr., and @ 1105 Arnold Ct.

**County:** Cook

**Authorization # :**

**Report #:**

**Force account bill for:** Repair water main @ Amherst Ave. & Pinehurst Dr., and @ 1105 Arnold Ct.

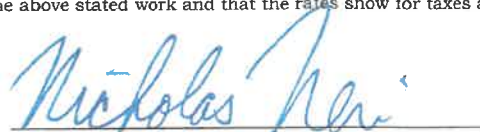
**JNC JOB # 23996**

# INVOICE # 081223

	Total Hours						Rate	Insurance Amount	Payroll Amount	Earnings to date	F.U.T.	S.U.T.
	12	13	14	S.T.	O.T.	D.T.						
<u>August 2023</u>												
Antonio Luna (Foreman/Laborer)	6.5	0	0	0	6.5	0	\$ 55.40	\$ 360.10	\$ 540.15	\$ -	\$ -	\$ -
Michael Neri (Operator)	6.5	0	0	0	6.5	0	\$ 56.80	\$ 369.20	\$ 553.80	\$ -	\$ -	\$ -
Ezequiel Banuelos (Laborer)	6.5	0	0	0	6.5	0	\$ 52.90	\$ 343.85	\$ 515.78	\$ -	\$ -	\$ -
Juan Gutierrez (Laborer/Bottom Man)	6.5	0	0	0	6.5	0	\$ 49.25	\$ 320.13	\$ 480.19	\$ -	\$ -	\$ -
Niko Neri (Laborer)	6.5	0	0	0	6.5	0	\$ 56.80	\$ 369.20	\$ 553.80	\$ -	\$ -	\$ -
Subtotals, Labor								\$ 1,762.48	\$ 2,643.71	\$ -	\$ -	\$ -
*Laborers Pension & Welfare Funds				26	Hrs. @	\$ 34.53			\$ 897.78			
*Operator Pension & Welfare Funds				6.5	Hrs. @	\$ 49.38			\$ 320.97			
*Truck Drivers Pension & Welfare Funds				0	Hrs. @	\$ 26.50			\$ -			
Subtotals, Labor									\$ 3,862.46			
Plus 35% of Subtotal									\$ 1,351.86			
Subtotals, Labor									\$ 5,214.32			
Plus: Workman's Compensation Ins.				18.30	% OF	\$ 1,762.48		\$ 322.53				
Public Liability and Property Damage Ins., excluding payroll of Truck Drivers				2.37	% OF	\$ 1,762.48		\$ 41.77				
**Federal Unemployment Tax				0.60	% OF	\$ -						
***State Unemployment Tax				8.15	% OF	\$ -						
Federal Social Security Tax				7.65	% OF	\$ 2,643.71		\$ 202.24				
Total Payroll Additives								\$ 566.55				
Plus 10% of Payroll Additives								\$ 56.65				
									\$ 623.20			
Total Labor									\$ 5,837.53			

I hereby certify that the above statement is a copy of that portion of the payroll which applies to the above stated work and that the rates show for taxes and insurance are actual costs.

Signed

  
 John Neri Construction Co., Inc. President

Total on following page.

**Equipment Expense**

	12	13	14	<u>Total Hours</u>	<u>Rate</u>	<u>Amount</u>
John Deere 85G Excavator (56.9 Hp.)	6.5	0	0	6.5	\$ 59.53	\$ 386.95
Ford F-350 Service Truck (GVW 16000)	6.5	0	0	6.5	\$ 31.49	\$ 204.69
Small generator set (daily rate)	1	0	0	1	\$ 75.00	\$ 75.00
2" Electric pump W/Acc. (daily rate) (2 each)	1	0	0	1	\$ 60.00	\$ 60.00
8' x 6' Trench Box (daily rate)	1	0	0	1	\$ 120.00	\$ 120.00
Mack 6-Wheeler (GVW 53000)W/20 Ton Tag	6.5	0	0	6.5	\$ 84.29	\$ 547.89
Sub-Total Equipment						<b>\$ 1,394.52</b>

**Material Used**

	<u>Source</u>	<u>Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Amount</u>
Subtotal Material	Stock	0	Ea.	\$ -	\$ -
15% Markup					\$ -
Sub Total Material Used					<b>\$ -</b>

**Sub-Contractors Expense**

	<u>Source</u>	<u>Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Amount</u>
See attached invoice		0	Ea.	\$ -	\$ -
Sub-Total					\$ -
5% Markup up to \$10,000.00(minimum \$100.00)					\$ -
1% Markup up anything over \$10,000.00					\$ -
Sub total sub-contractors					<b>\$ -</b>

**AFFIDAVIT**

This is to certify that the material entered on this force account bill which was taken from stock is shown at our cost.

John Neri Construction Co., Inc.

By



TOTAL LABOR:	\$ 5,837.53
TOTAL EQUIPMENT EXPENSE:	\$ 1,394.52
TOTAL MATERIALS:	\$ -
SUB-CONTRACTORS EXPENSE	\$ -
TOTAL	\$ 7,232.04
Bond 0.75%	\$ -
Plus 10% of Bond	\$ -
Total Bill	<b>\$ 7,232.04</b>

Repair water main @ Amherst Ave. & Pinehurst Dr., and @ 1105 Arnold Ct.



CITY OF DES PLAINES

RESOLUTION R - 162 - 23

**A RESOLUTION APPROVING AND RATIFYING THE  
EXENDITURE OF FUNDS FOR EMERGENCY WATER  
MAIN REPAIR SERVICES FROM BERGER EXCAVATING  
CONTRACTORS, MQ CONSTRUCTION COMPANY, AND  
JOHN NERI CONSTRUCTION COMPANY, INC.**

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

**WHEREAS**, the City has appropriated funds for emergency repair work ("*Work*") for use by the Department of Public Works and Engineering during the 2023 fiscal year; and

**WHEREAS**, Section 1-10-15 of the City Code authorizes the City Manager to enter into emergency contracts without competitive bidding to resolve emergencies affecting the public health and safety, provided that the City Manager presents the emergency contracts to the City Council, along with a full report of the circumstances of the emergency; and

**WHEREAS**, the drought conditions this summer season affected public health and safety by causing over 141 City-owned water mains to leak or break (collectively, the "*Emergency Conditions*"); and

**WHEREAS**, the City has positive existing relationships with Berger Excavating Contractors ("*Berger*"), MQ Construction Company ("*MQ*"), and John Neri Construction Company, Inc. ("*Neri*"), (collectively, the "*Contractors*"), and all Contractors have performed to the City's satisfaction; and

**WHEREAS**, pursuant to, and in accordance with Section 1-10-15 of the City Code, the City Manager entered into an emergency contracts with each of the Contractors to complete the Work necessary to correct the Emergency Conditions and protect the public health and safety; and

**WHEREAS**, Berger has completed Work in the amount of \$88,095.50, MQ has completed Work in the amount of \$149,456.22, Neri has completed Work in the amount of \$35,814.93 (collectively, the "*Completed Work*"); and

**WHEREAS**, the City anticipates the need for the performance of additional Work to protect the public health and welfare during the remainder of the 2023 fiscal year ("*Additional Work*") in the amount of \$250,000 per Contractor; and

**WHEREAS**, sufficient funds have been appropriated for the Completed Work and any needed Additional Work; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to: (i) authorize the expenditure of \$273,366.65 for the Completed Work by the Contractors; and (ii) an amount not to exceed \$250,000 per contractor, on an as needed basis, for any needed Additional Work completed by Contractors during the current fiscal year, for a total not-to-exceed amount of \$1,023,366.65;

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

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

**SECTION 2: RATIFICATION OF EXPENDITURES FOR COMPLETED WORK.** The expenditure of \$88,095.50 for Completed Work by Berger, \$149,456.22 for Completed Work by MQ, and \$35,814.93 for Completed Work by Neri is hereby ratified and approved. The City Manager and Finance Director are authorized to make payments and execute documents necessary to pay for the Completed Work as authorized by this Resolution.

**SECTION 3: AUTHORIZATION OF EXPENDITURES FOR ADDITIONAL WORK.** The City Council hereby authorizes the expenditure of the total not-to-exceed amount up to \$250,000 per Contractor for the Additional Work on an as-needed basis. The City Manager and Finance Director are authorized to make payments and execute documents necessary to pay for the Additional Work as authorized by this Resolution.

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

**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 Expenditure for Emergency Water Main Repairs 2023

**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, AUGUST 21, 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, August 21, 2023.

**ROLL CALL**

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

**CLOSED SESSION**

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

Upon roll call, the vote was:

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

NAYS: 0 - None

ABSENT: 1 - Lysakowski

Motion declared unanimously carried.

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

The City Council reconvened at 7:04 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 Walsten.

**PUBLIC COMMENT**

Resident Phil Schloss, a recently retired Public Works employee, expressed concern over the high number of water main breaks and personnel reporting issues.

**ALDERMAN COMMENTS**

Alderman Sayad enjoyed the Food Truck event at the Des Plaines Library and expressed appreciation to the Public Works department for their assistance at Terrace Elementary School. The next fourth ward meeting will be in October.

Alderman Walsten inquired as to when Northwest Mosquito Abatement will be spraying in the city and where the revenue from Rivers Casino is being utilized. Director of Public Works and Engineering Oakley will report back to the City Council with a date from Northwest Mosquito Abatement. City Manager Bartholomew explained that the funds received from Rivers Casino was used to pay off debt, install a new pipeline, and flooding. Now the focus may need to be on the water mains.

Alderman Charewicz expressed his appreciation to the Media department for their work on the Food Truck event. Alderman Charewicz announced that Fall Fest is September 15-17 at Lake Park and that subsidized rain barrels available at [MWRD.org/rain-barrels](http://MWRD.org/rain-barrels). The next eighth ward meeting will be on October 3, 7:00 p.m., at Friendship Park Conservatory.

**MAYORAL  
ANNOUNCEMENTS**

Mayor Goczkowski thanked all who were involved in putting together the Food Truck Round Up event; it was a very enjoyable.

**CONSENT AGENDA**

Alderman Walsten requested Item # 6 to be removed from the Consent Agenda.

Moved by Brookman, seconded by Smith, to Establish the Consent Agenda without Item #6.

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 Brookman, seconded by Walsten, to Approve the Consent Agenda without Item #6.

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; Resolutions R-142-23, R-149-23, R-150-23, R-151-23, R-152-23, R-156-23, Ordinances Z-17-23, Z-20-23, Z-21-23-Z-22-23.

**APPROVE  
PURCHASE/  
THERMAL IMAGING  
CAMERAS/DINGES  
FIRE COMPANY  
Consent Agenda**

Moved by Brookman, seconded by Walsten, to Approve Resolution R-142-23, A RESOLUTION ACKNOWLEDGING THE PURCHASE OF BULLARD QXT THERMAL IMAGING CAMERAS FOR THE FIRE DEPARTMENT BY THE FOREIGN FIRE INSURANCE BOARD. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-142-23**

**APPROVE  
PURCHASE/LAPTOPS  
POLICE  
DEPARTMENT  
Consent Agenda**

Moved by Brookman, seconded by Walsten, to Approve Resolution R-149-23, A RESOLUTION APPROVING THE PURCHASE OF 18 DELL LAPTOPS FOR THE POLICE DEPARTMENT. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-149-23**

**APPROVE AUDIO-  
VISUAL  
TECHNOLOGY/AVI  
SYSTEMS  
Consent Agenda**

Moved by Brookman, seconded by Walsten, to Approve Resolution R-150-23, A RESOLUTION APPROVING AN AGREEMENT WITH AVI SYSTEMS, INC. FOR AUDIO/VISUAL EQUIPMENT PROCUREMENT AND INSTALLATION. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-150-23**

**APPROVE  
AGMT/MECROSOFT  
OFFICE 365/  
SPEEDLINK  
Consent Agenda**

Moved by Brookman, seconded by Walsten, to Approve Resolution R-151-23, A RESOLUTION APPROVING SECOND ANNUAL PAYMENT TO SPEEDLINK SOLUTIONS INC. FOR THE PURCHASE AND IMPLEMENTATION OF BARRACUDA O365 EMAIL PROTECTION. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-151-23**

**AWARD BID/  
SIDEWALK SNOW  
REMOVAL/SNOW  
SYSTEMS  
Consent Agenda**

Moved by Brookman, seconded by Walsten, to Approve Resolution R-152-23, A RESOLUTION APPROVING AN AGREEMENT WITH SNOW SYSTEMS, INC. FOR THE REMOVAL OF SNOW FROM VARIOUS CITY SIDEWALKS DURING THE 2023/2024 WINTER. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-152-23**

**AWARD BID/ TREE  
MAINTENANCE/  
LANDSCAPE  
CONCEPTS  
MANAGEMENT  
Consent Agenda**

Item #6 was removed from the Consent Agenda at the request of Alderman Walsten.

Alderman Walsten expressed his displeasure with the way some of the trees in the city were pruned and presented examples. Alderman Walsten requested that the Public Works department ensure that the tree company is pruning the trees correctly.

**Resolution  
R-153-23**

Moved by Walsten, seconded by Sayad, to Approve Resolution R-153-23, A RESOLUTION APPROVING AN AGREEMENT WITH LANDSCAPE CONCEPTS MANAGEMENT, INC. FOR THE PROCUREMENT OF TREE MAINTENANCE AND EMERGENCY TREE SERVICES.

Upon roll call, the vote was:

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

NAYS: 0 - None

ABSENT: 1 - Lysakowski

Motion declared carried.

**APPROVE  
VOLUNTARY  
SEPARATION AGMT  
Consent Agenda**

Moved by Brookman, seconded by Walsten, to Approve Resolution R-156-23, A RESOLUTION APPROVING A VOLUNTARY SEPARATION AGREEMENT. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-156-23**

**SECOND READING –  
ORD Z-17-23  
Consent Agenda**

Moved by Brookman, seconded by Walsten, to Approve Second Reading – Ordinance Z-17-23, AN ORDINANCE AMENDING THE TEXT OF THE ZONING ORDINANCE OF THE CITY OF DES PLAINES REGARDING CONVENIENCE MART FUELING OR CHARGING STATIONS (CASE #23-049-TA). Motion declared carried as approved unanimously under Consent Agenda.

**SECOND READING –  
ORD Z-20-23  
Consent Agenda**

Moved by Brookman, seconded by Walsten, to Approve Second Reading – Ordinance Z-20-23, AN ORDINANCE AMENDING THE TEXT OF THE DES PLAINES ZONING ORDINANCE REGARDING THE ALLOWANCE OF PRIVATE SCHOOLS IN THE C-5 CENTRAL BUSINESS DISTRICT. Motion declared carried as approved unanimously under Consent Agenda.

**SECOND READING –**  
**ORD Z-21-23**  
**Consent Agenda**

Moved by Brookman, seconded by Walsten, to Approve Second Reading – Ordinance Z-21-23, AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT AND MAJOR VARIATIONS FOR A PRIVATE SCHOOL AT 733 LEE STREET, DES PLAINES, ILLINOIS (CASE #23-038-TA-CU-V). Motion declared carried as approved unanimously under Consent Agenda.

**SECOND READING –**  
**ORD Z-22-23**  
**Consent Agenda**

Moved by Brookman, seconded by Walsten, to Approve Second Reading – Ordinance Z-22-23, AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR A COMMERCIAL ZONED ASSEMBLY USE AT 733 LEE STREET, DES PLAINES, ILLINOIS (CASE #23-038-TA-CU-V). Motion declared carried as approved unanimously under Consent Agenda.

**APPROVE**  
**MINUTES**  
**Consent Agenda**

Moved by Brookman, seconded by Walsten, to Approve the Minutes of the City Council meeting of August 7, 2023, as published. Motion declared carried as approved unanimously under Consent Agenda.

**APPROVE**  
**MINUTES**  
**Consent Agenda**

Moved by Brookman, seconded by Walsten, to Approve the Closed Session Minutes of the City Council meeting of August 7, 2023, as published. Motion declared carried as approved unanimously under Consent Agenda.

**UNFINISHED**  
**BUSINESS**

**CONSIDER A**  
**CONDITIONAL USE**  
**FOR**  
**81 N BROADWAY ST**  
**Ordinance**  
**Z-19-23**

At the August 7, 2023 City Council meeting, the Council voted to defer the first-reading consideration of approving Ordinance Z-19-23 to August 21. The approving Ordinance is unchanged from the previous packet. However, the report is revised (i) to clarify the off-street parking minimum under Section 12-9-7 and (ii) to explain the Council's ability through the conditional use standards to evaluate if the petitioner's total parking plan, which combines on-site parking with off-site parking through lease agreements with other private property owners, is sufficient to grant approval for the desired assemblies.

The petitioner has requested a Conditional Use Permit to host meetings and events (assembly) within the proposed library/media space at the Romanian Heritage Center NFP, 81 N. Broadway Street. This type of activity is categorized under the commercially zoned assembly use as defined below.

**COMMERCIAL ZONED ASSEMBLY USES:** A use that is primarily for the purpose of the assembly of people, which can contain a combination of uses that take place in both principal and accessory structures. Such uses include: commercial theater, banquet halls, nightclubs, church, synagogue, temple, meeting house, mosque, or other place of worship. For allowable accessory uses, refer to the specific land uses defined in this chapter. Such uses shall adhere to the off-street parking requirements under "assembly uses".

The property at 81 N. Broadway Street is in the C-3 zoning district, along Broadway between Cumberland Circle (i.e. the intersection of Broadway, Golf Road, Wolf Road, and State Street) and Northwest Highway, near the Cumberland Metra Station. The subject property contains a one-story commercial building with on-street public parking in the front (currently limited to three hours, Monday-Friday, between 10 a.m. and 6 p.m.) and an accessory parking lot at the rear as shown on the attached Plat of Survey. The petitioner currently operates an office, which is a permitted use and has a valid business registration, on a property at 83 N. Broadway Street directly north of the subject property. The 83 Broadway space is an office for the Romanian-American Network and a law office for the Leahu Law Group, LLC.

The petitioner plans to completely remodel the interior of the existing building to locate a library/multi-media room, which will occupy most of the space. In addition, there is a Romanian heritage exhibit area, along with restrooms, and storage areas. The need for the Conditional Use stems from conducting meetings and events. Section 12-13-3 of the Zoning Ordinance, in defining commercially zoned assembly, includes the example of a “meeting house,” and the petitioner intends to conduct meeting events of various professional and civic groups tied to the organization. On the other hand, the private library is a permitted use, and the classes and art workshops would be considered accessory to the library and therefore permitted. The true focus of this request is using the property for meetings and events.

The petitioner intends to utilize the subject property for various uses. The Fire Prevention Bureau reviewed the plans and visited the space. The maximum occupancy load is 73 people.

The subject property contains a surface off-street parking area shared between 81 and 83 N. Broadway Street. As such, the off-street parking requirement must consider the existing office uses at 83 N. Broadway Street and the proposed assembly uses at 81 N. Broadway Street, pursuant to Sections 12-9-7 and 12-9-8 of the Zoning Ordinance:

- One parking space for every 250 square feet of gross floor area for office areas; and
- One parking space for 200 square feet of gross activity area for the commercially zoned assembly area (library).

Note: A library has a parking minimum of only 1 space per every 750 square feet of gross floor area. However, for the purposes of this request, the requirement for commercially zoned assembly must be used because it is more restrictive (i.e. contemplates more people). Nonetheless, should the commercially zoned assembly not be approved, staff preliminarily believes the total parking requirement for office at 83 N. Broadway and Library at 81 N. Broadway could be met by the rear parking lot.

The existing office area at 83 N. Broadway Street consists of 840 square feet and the total gross activity area for the proposed use at 81 N. Broadway Street consists of 1,100 square feet, requiring a total of 11 off-street parking spaces, including a minimum of one accessible space.

The Site and Parking Plan shows the existing parking area at the rear of the building is designed to accommodate 13 off-street parking spaces including one accessible space on the subject property and 83 Broadway Street. Staff has added a condition that a revised Site and Parking Plan prepared by a design professional is submitted with full dimensions on the parking area in conformance with Sections 12-9-7 and 12-9-8 of the Zoning Ordinance at time of building permit.

The Council may consider that the parking minimum is a baseline ratio that applies at all days of the week and times of day. The inexact nature of the requirement is part of the reason that commercially zoned assemblies are conditional uses. The Council may find that because of the nature of the proposal and likely spikes in demand and usage to accommodate meetings and events, the baseline agreement is not sufficient. To a certain extent, the petitioner has acknowledged this fact through seeking and obtaining various parking agreements with private property owners in the general area.

The petitioner has submitted a Proposed Parking Use Plan to identify how the parking area will be utilized during their operations throughout the week. It appears that on regular weekdays from 9 a.m. to 7 p.m. and Saturdays from 9 a.m. to 1 p.m., the off-street parking available on the subject property would be sufficient for their operations. However, the



petitioner does indicate that more parking—in addition to the spaces available on the subject property—is necessary on regular weekdays from 6 p.m. to 9 p.m., Saturdays after 5 p.m., and Sundays from 1 p.m. to 5 p.m.

To address these additional parking needs, the petitioner sought private parking agreements from six nearby properties: three on the east side of Broadway and three on the west side of Broadway. As such, staff added a condition that the petitioner must obtain, execute, and submit to staff a parking agreement with each property it intends to use for additional parking to address all parking requirements for the proposed assembly use events.

At the June 27, 2023 PZB public hearing, the petitioner entered into the record executed parking agreements for three sites on their off-site parking plan (all west of Broadway), totaling an approximate 20 off-street parking spaces in addition to the 13 off-street spaces available on the subject property. In its review of the proposal and part of its recommendation of approval of the request, the PZB amended staff's condition to require that the petitioner obtain executed parking agreements from the three identified properties located on the east side of Broadway in an effort to address resident parking concerns in the nearby neighborhood along Yale Court.

Prior to the staff submittal to City Council, executed parking agreements were submitted for four sites, bringing the total off-site parking space count to 56. On August 1, the petitioner submitted to staff an additional parking agreement for eight parking spaces, bringing the total number of off-site parking spaces to 64.

The Council may determine whether the number of available on-site and off-site parking spaces, as presented by the petitioner, are sufficient for the proposed assembly use and the anticipated events and meetings associated with it. The Conditional Use Standards in Section 12-3-4.E. include factors such as the use being "... operated ... so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity," "...not hazardous or disturbing to existing neighboring uses...", and "... served adequately by essential public facilities and services such as ... streets ...". Note there is a recommended condition to maintain the parking agreements as presented to the City.

The PZB opened a public hearing on June 13, 2023 and, pursuant to a request by the petitioner, continued the case to the June 27, 2023 meeting. The PZB voted 6-0 to recommend approval of the conditional use request. The Board's rationale for its recommendation is captured in the excerpt to the approved minutes of the June 27, 2023 meeting.

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-19-23. Should the City Council vote to approve the request, staff and the PZB recommend the following conditions:

#### Conditions of Approval:

1. The Site Plan must be revised by a design professional and submitted at time of building permit to show the full dimensions of the parking area in conformance with Chapter 9 of the Zoning Ordinance.
2. Petitioner must obtain and maintain executed parking agreements for off-site parking sufficient to accommodate the parking needs for the proposed assembly events. Petitioner must submit copies of all executed parking agreements to City staff.
3. All appropriate building permit documents and details, including all dimensions and labels necessary to denote all proposed improvements to the Subject Property must

be submitted as necessary for the Proposed Development. All permit documents must be sealed and signed by a design professional licensed in the State of Illinois and must comply with all City of Des Plaines building and life safety codes.

Several residents spoke against allowing a Conditional Use Permit at the Romanian Heritage Center NFP, 81 N. Broadway Street citing the lack of parking as the main reason and increased traffic. Residents of the area expressed that parking is already limited and due to the number of parking agreements the possibility of an agreement not being renewed is high.

Petitioner Bonica stated that not many events will be held throughout the year and multiple people come in one car.

Moved by Smith, seconded by Sayad to deny Ordinance Z-19-23, AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR A COMMERCIAL ZONED ASSEMBLY USE AT 81 N. BROADWAY STREET, DES PLAINES, ILLINOIS (CASE #23-028-CU).

Upon roll call, the vote was:

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

NAYS: 0 - None

ABSENT: 1 - Lysakowski

Motion declared carried.

**NEW BUSINESS**

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

Alderman Sayad presented the Warrant Register.

**WARRANT REGISTER**  
**Resolution R-155-23**

Moved by Brookman, seconded by Sayad, to Approve the Warrant Register of August 21, 2023 in the Amount of \$3,113,811.49 and Approve Resolution R-155-23.

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

**DISCUSS BUSINESS ASSISTANCE REQUEST FROM HOT POT 757 PROPOSED RESTAURANT AT 1417-1425 ELLINWOOD**

Director of Community & Economic Development Carlisle reviewed a memorandum dated August 10, 2023.

Applicant Yun Lin of Hot Pot 757, a brand with locations in Virginia but none yet in Illinois, is asking the City Council to approve a GROWTH grant – provided as a lump reimbursement after competition of build-out construction – for \$100,000 toward \$780,000 of identified, eligible project expenses under the adopted BAP guidelines. As listed in the attached contractor quote from Chicago-based Newtech Engineering, the project includes components such as a hood system (\$150,000), waterline installation (\$150,000), electrical wiring (\$150,000), duct work (\$50,000), refrigeration and freezer (\$130,000), and restrooms (\$150,000). The \$780,000 is not comprehensive for the entire project cost but instead isolates the proposed work by the identified contractor. Because the BAP guidelines allow an award to cover up to 50 percent of eligible project costs, \$100,000 would fall well within that threshold, and therefore the \$780,000 quote amount is sufficient to demonstrate eligibility for the award. The project budget indicates an 8-12-month project with a target opening in April 2024.

Additionally, the applicant is proposing the City agree to rebate 1 percent of the total 2 percent of municipal sales tax for the first five years of operation, up to a maximum amount, or cap, of \$250,000. The applicant has provided sales projections showing Year 1 gross sales of \$5 million, which would generate \$100,000 in municipal sales tax, half of which (or 1 percent of gross sales) is \$50,000. The projections assume an annual 5 percent increase in gross sales.

The business plan articulates the concept for the restaurant and why they are choosing downtown Des Plaines and The Welkin specifically. The plan identifies risk in launching the first location in the area, a challenge that could be aided with an award. Nonetheless, the submission notes the experience of the partners and operators, who have operated other restaurant brands in Chicagoland.

The Council's current five-year strategic plan calls for adding and retaining restaurants in the downtown area, which this award would contribute toward. At nearly 9,000 square feet, the footprint is substantial and will be able to serve a wide variety of customers at different times and for different purposes (i.e., lunch, dinner, etc.) Their establishment should contribute toward the additional evening activity envisioned for downtown Des Plaines.

The Council may discuss and indicate a consensus to support all, some, or none of the assistance request from Hot Pot 757. The Council may consider the total assistance amount and the proposed breakdown and structure (\$100,000 in a grant + up to \$250,000 over five years in tax sharing = up to \$350,000 total). The grant award is a reimbursement and would be disbursed all at once at the time of (or in close succession to) initial opening. The expense would be expected to be drawn from the Fiscal Year 2024 budget. The sharing (partial rebate) of sales tax would be based on revenue not yet generated and does not require a budget allocation.

Staff requests direction on which components of business assistance (i.e., resolution approving grant, resolution approving sales tax sharing agreement and agreement itself) to prepare for formal consideration.

The consensus was to provide the total assistance amount, a grant of \$100,000 and up to \$250,000 over five years in tax sharing

**DISCUSS CURRENT  
REGULATIONS FOR  
DURATION OF  
RESIDENTIAL  
RENTALS**

Assistant Director of Community and Economic Development Johnson reviewed a memorandum dated August 10, 2023.

During Summer 2023, staff has experienced an uptick in inquiries about existing regulations regarding the use of properties for short-term rental (also known as "vacation rental" and common through platforms such as Airbnb and Vrbo). In summary, the current rental licensing regulations (City Code Chapter 4-17, "Residential Properties Used for Rentals") define a "Rental Property" as being rented for "...part of the year or all year," which means there is no minimum period. However, the City imposes certain additional administrative requirements designed to promote harmonious operation within neighborhoods where properties are typically occupied (owned or rented) long term: months, years, etc. We believe it is prudent to review with the current City Council and discuss whether the Council desires any changes at this time.

The residential rental license rules fall under Title 4: Business Regulations. While the licensing rules do not establish a minimum period to qualify as a rental, they do address the following:

- The City has interpreted and enforced the code such that entire residential units must be rented; the rental of individual rooms or portions of a residence are prohibited.
- License applicants must sign an affidavit that they will not rent out portions or individual rooms of the residence.
- Licenses are not valid for more than a year and must be renewed after December 31 of each year.
- The property owner or property manager must complete a crime free multi-housing class.
- All rental units are subject to Code Enforcement inspections, particularly if violations are noted or if there is a complaint pertaining to a licensed property.

Because the City does not stipulate whether the rentals are for short- or long-term stays, the application form does not request information regarding anticipated length of rental stays. Nonetheless, staff estimates there are fewer than 10 short-term rental units licensed at this time.

These are the annual fees per unit:

- Single Family House: \$100.00
- Single Family Condo: \$20.00
- Single Family Townhouse: \$50.00
- Apartment: \$20.00

In 2017, the topic of short-term rentals was brought to Council first for discussion and then for action. At that time, a Northwest Municipal Conference (NWMC) survey indicated that three of 14 neighboring municipalities specifically regulated short-term rentals, and these three permitted the use. At the direction of Council, staff collaborated with the General Counsel at the time and brought forward draft ordinances that would have amended both Zoning and the Business Regulations to allow “Short Term Rental Property” in residential districts and regulate short-term rentals distinctly from long-term rentals, with 30 days as the threshold in defining something a rental long-term. Short-term rentals would have had other requirements, such as not being booked for overlapping periods, not being allowed to rent for less than 24 hours, and not being allowed to be used as a short-term rental for more than 10 days in a calendar year. These amendments were indefinitely deferred by the Council and have not since been revisited.

Local governments have wrestled with how to best regulate short-term rentals for at least the past decade. Policy arguments range from short-term rentals should be allowed with minimal regulation because they are a fundamental property right to short-term rentals are problematic and incongruous with residential neighborhoods so they should be banned under zoning, licensing, or both. Communities can struggle with tracking and enforcement, as a person can offer their residence on one of the online platforms without the city being aware. Listings on the platforms do not include addresses, so city staff cannot easily verify whether the property is within City limits, or currently licensed as a rental property. Cities have finite resources and capacity in code enforcement and must prioritize where problems and complaints are most severe. The summary of the most recent NWMC survey on the topic (2023) is below, and the full results are attached:

- Ten of the 20 responding municipalities have adopted an ordinance to specifically regulate short-term rentals. Eight have prohibited short-term rentals entirely, and one more (Bartlett) is considering a prohibition. Of the 11 municipalities that do not specifically prohibit short-term rentals, several have restrictive rental property policies.
  - Palatine and Barrington: rentals must be for a duration of more than 30 days.
  - Lincolnshire: rentals must be for a duration of more than 3 months.

- Lincolnwood: a residence may only be rented out only one time within a period of 365 days.

The Council may discuss and decide whether it would like further research or reach a consensus to direct staff to prepare any necessary code amendments. A non-exhaustive breakdown of options is the following:

- Continue to regulate short-term rental properties with the same process in place;
- Amend City Code to clarify the duration and definition of a short-term rental, with any additional desired restrictions (i.e., continue to allow short-term terms but with further regulation); or
- Prohibit short-term rentals altogether, with any necessary code amendments to affirm this prohibition.

The consensus was to bring back the 2017 proposal for City Council to review.

**ADJOURNMENT**

Moved by Brookman, seconded by Smith to adjourn the meeting. Upon voice vote, motion declared carried. The meeting adjourned at 8:36 p.m.

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Laura Fast – DEPUTY CITY CLERK

APPROVED BY ME THIS \_\_\_\_\_

DAY OF \_\_\_\_\_, 2023

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Andrew Goczkowski, MAYOR



## OFFICE OF CITY ATTORNEY

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

## MEMORANDUM

**Date:** January 5, 2023  
**To:** Mayor Goczkowski and Aldermen of the City Council  
**From:** Peter M. Friedman, General Counsel  
**Subject:** Authorization to Acquire of 1504 Miner Street, Des Plaines, Illinois through Condemnation

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**Issue:** Whether to authorize the acquisition of 1504 Miner Street, Des Plaines, Illinois by the City through condemnation.

**Analysis:** The City Council has provided direction to City Staff and the General Counsel to move forward with the acquisition of the Property located at 1504 Miner Street (“Property”). Since that direction was given, the City has been attempting to engage the owner of the Subject Property in negotiations with the goal of reaching a mutual agreement on a price at which the owner would be willing to sell the Subject Property to the City and at which the City would be willing to purchase the Property from the owner.

The City intends to make a best and final offer in an effort to acquire the Subject Property at a fair price in a voluntary transaction. The attached ordinance authorizes the acquisition of the Property through eminent domain proceedings if that offer is rejected.

**Recommendation:** Consider adoption of an ordinance authorizing the acquisition of 1504 Miner Street, Des Plaines, Illinois through condemnation.

**Attachments:**  
Ordinance M-3-23  
Exhibit A

CITY OF DES PLAINES

ORDINANCE M - 3 - 23

**AN ORDINANCE AUTHORIZING THE ACQUISITION THROUGH CONDEMNATION OF FEE SIMPLE TITLE TO THE PROPERTY LOCATED AT 1504 MINER STREET.**

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

**WHEREAS**, the real property commonly known as 1504 Miner Street ("**Subject Property**") is legally described in *Exhibit A* attached to, and by this reference, made a part of this Ordinance; and

**WHEREAS**, the City desires to acquire the Subject Property and use the Subject Property for proper public purposes; and

**WHEREAS**, the City has been attempting to engage the owner of the Subject Property ("**Owner**") in good faith negotiations with the goal of reaching a mutual agreement on a price at which the Owner would be willing to sell the Subject Property to the City and at which the City would be willing to purchase the Subject Property from the Owner ("**Fair Price**"); and

**WHEREAS**, as part of its good faith negotiations, the City presented to the Owner with an offer to purchase the Subject Property ("**City's Offer**"); and

**WHEREAS**, the Owner has either provided no response or no reasonable response to the City's Offers; and

**WHEREAS**, the City intends to make a best and final offer based upon an independent appraisal prepared and submitted by a Member of the Appraisal Institute in an effort to acquire the Subject Property at a Fair Price in a voluntary transaction ("**City's Final Offer**"), and if the City's Final Offer is rejected, then the City is adopting this Ordinance to authorize the initiation of eminent domain proceedings; and

**WHEREAS**, the City Council specifically finds that it is necessary, advisable, and in the best interests of the City to acquire the Subject Property in the manner, and pursuant to the powers and authority, set forth in this Ordinance and in the Illinois Compiled Statues, including specifically, but without limitation, the provisions of Section 5/11-61-1 *et seq.* of the Illinois Municipal Code, Section 5/11-74.4-4(c) of the Illinois Municipal Code, and the Illinois Eminent Domain Act, 735 ILCS 30/1-1-1 *et seq.*;

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

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

**SECTION 2: ACQUISITION NECESSARY, CONVENIENT, AND DESIRABLE.** The City Council finds that it is necessary, convenient, and desirable for the City to acquire the Subject Property in furtherance of the purposes set forth in the recitals of this Ordinance and as may otherwise be authorized by law. The City Council finds that the location of the Subject Property is proper and appropriate for such purposes and that the Subject Property is properly and lawfully subject to condemnation by the City.

**SECTION 3: AUTHORIZATION FOR ACQUISITION.** If the Owner and the City Manager and City's General Counsel are unable to agree on the amount of compensation to be paid by the City to the Owner for the purchase of its respective portion of the Subject Property, and if the Owner fails or refuses to accept the City's Final Offer, then the City Council, in furtherance of the findings and public purposes set forth in this Ordinance and in accordance with the authority conferred by the Illinois Compiled Statutes including specifically, but without limitation, the provisions of Section 5/11-61-1 *et seq.* of the Illinois Municipal Code, Section 5/11-74.4-4(c) of the Illinois Municipal Code, and the Illinois Eminent Domain Act, 735 ILCS 30/1-1-1 *et seq.*, authorizes and directs the City's General Counsel to file and prosecute to completion eminent domain or other legal proceedings to acquire fee simple title to the Subject Property.

**SECTION 4: EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

**[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**

**EXHIBIT A**

**LEGAL DESCRIPTION OF SUBJECT PROPERTY**

LOT 62, (EXCEPT THE SOUTHEASTERLY 32.1 FEET MEASURED ALONG THE NORTHEASTERLY LINE OF MINER STREET), AND PART OF LOT 63, (EXCEPT THE NORTHERLY 8 FEET OF THE SAID LOTS TAKEN FOR ALLEY), WHICH LIES SOUTHEASTERLY OF A LINE, DRAWN FROM A POINT IN THE SOUTHWESTERLY LINE OF SAID LOT 63, WHICH IS 20.21 FEET NORTHWESTERLY FROM THE SOUTHWESTERLY CORNER, TO A POINT IN THE SOUTHWESTERLY LINE OF THE ALLEY, WHICH IS 20.3 FEET NORTHWESTERLY FROM THE SOUTHEASTERLY LINE OF THE SAID LOT, (MEASURED ALONG THE WESTERLY LINE OF THE SAID ALLEY), IN THE ORIGINAL TOWN OF RAND, IN THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN 09-17-415-025-0000

Commonly known as 1504 Miner Street, Des Plaines, Illinois



FINANCE DEPARTMENT

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

MEMORANDUM

Date: August 23, 2023  
To: Michael G. Bartholomew, City Manager  
From: Dorothy Wisniewski, Assistant City Manager/Director of Finance  
Subject: Resolution R-163-23, September 5, 2023, Warrant Register

**Recommendation:** I recommend that the City Council approve the September 5, 2023, Warrant Register Resolution R-163-23.

Warrant Register.....\$4,744,186.80

**Estimated General Fund Balance**  
Balance as of 07/31/2023: \$27,352,233  
*Please use caution when evaluating this number as revenues fluctuate dramatically from month to month due to delays in receiving sales tax revenue from the State and 1<sup>st</sup> & 2<sup>nd</sup> installments of property tax revenue.*

**CITY OF DES PLAINES**

**RESOLUTION**

**R-163-23**

**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.**

**September 5, 2023**

# City of Des Plaines

## Warrant Register 09/05/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Fund: 100 - General Fund</b>					
<b>Department: 00 - Non Departmental</b>					
1	4320	Business Licenses	8919 Lara, Sandra	Refund 8/14/2023	Event on 08/11/2023 - License Refund 50.00
2	4630	Resident Ambulance Fees	8287 Medicaid Illinois	DPIL-2136345:1	Medical Reimbursement DOS 09/06/2021 2,802.16
3	4630	Resident Ambulance Fees	8287 Medicaid Illinois	DPIL-2210686:1	Medical Reimbursement DOS 03/11/2022 2,888.66
4	4630	Resident Ambulance Fees	7814 Medicare B Illinois	DPIL-2224764:1	Medical Reimbursement DOS 06/09/2022 410.66
5	4630	Resident Ambulance Fees	7814 Medicare B Illinois	DPIL-2229420:1	Medical Reimbursement DOS 07/06/2022 316.72
6	4630	Resident Ambulance Fees	8287 Medicaid Illinois	DPIL-2234995:1	Medical Reimbursement DOS 08/08/2022 2,894.26
7	4631	Nonresident Ambulance Fees	1459 Blue Cross Blue Shield of Illinois	DPIL-22-55352:1	Medical Reimbursement DOS 12/09/2022 614.00
8	4631	Nonresident Ambulance Fees	8883 Nudo, Valerie R	DPIL-228167:1-B	Medical Reimbursement DOS 02/21/2022 41.39
9	4631	Nonresident Ambulance Fees	1459 Blue Cross Blue Shield of Illinois	DPIL-2322116:1	Medical Reimbursement DOS 05/24/2023 1,170.45
<b>Total 00 - Non Departmental</b>					<b>11,188.30</b>

<b>Elected Office</b>					
<b>Division: 110 - Legislative</b>					
10	6000	Professional Services	8452 Anderson Legislative Consulting LTD	08-2023	Lobbyist Services - August 2023 - R-120-23 5,420.00
<b>Total 110 - Legislative</b>					<b>5,420.00</b>

<b>Division: 120 - City Clerk</b>					
11	5310	Membership Dues	5670 Municipal Clerks Association N & NW Suburbs	2023-2024 Dues	City Clerk and Deputy Dues 09/01/2023-08/31/2024 40.00
12	5310	Membership Dues	1453 International Institute of Municipal Clerks	44051/2023-2024	City Clerk Dues 10/01//2023-09/30/2024 225.00
13	6000	Professional Services	8197 American Legal Publishing Corporation	26900	Codify Ordinances Per Agreement 07/26/2023 1,659.17
14	6000	Professional Services	8197 American Legal Publishing Corporation	27122	Complete City and Zoning Code for Alderman 07/31/2023 150.00
15	6100	Publication of Notices	1050 Journal & Topics Newspapers	190683	Legal Notice - RFP Prosecutorial Services 07/19/2023 112.86
16	6120	Recording Fees	7336 Cook County Clerk	29007312023	Recording Fee for One Plat and Two Ordinances 07/26/2023 309.00
17	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8004460243	Shredding Services 07/07-07/28/2023 79.58
18	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 081023	Water Delivery Service 07/20/2023 2.00
19	7500	Postage & Parcel	1041 Federal Express	8-210-74050	Shipping Charges to Chicago Title & Trust 07/26/2023 10.40
20	7500	Postage & Parcel	1041 Federal Express	8-217-70805	Shipping Charges to Elrod Friedman 08/04/2023 7.93
<b>Total 120 - City Clerk</b>					<b>2,595.94</b>

<b>Total 10 - Elected Office</b>					<b>8,015.94</b>
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# City of Des Plaines

## Warrant Register 09/05/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
<b>City Administration</b>						
<b>Division: 210 - City Manager</b>						
21	6005	Legal Fees	8133 Elrod Friedman LLP	13836	7-23 Non-Retainer Matters	49.00
22	6005	Legal Fees	8133 Elrod Friedman LLP	13837	7-23 Non-Retainer Matters	1,692.46
23	6005	Legal Fees	8133 Elrod Friedman LLP	13838	7-23 Non-Retainer Matters	808.50
24	6005	Legal Fees	8133 Elrod Friedman LLP	13839	7-23 Non-Retainer Matters	1,889.50
25	6005	Legal Fees	8133 Elrod Friedman LLP	13840	7-23 Non-Retainer Matters	652.00
26	6005	Legal Fees	8133 Elrod Friedman LLP	13841	7-23 Non-Retainer Matters	759.50
27	6005	Legal Fees	8133 Elrod Friedman LLP	13847	7-23 Non-Retainer Matters	960.00
28	6005	Legal Fees	8133 Elrod Friedman LLP	JUL 2023 RET	July 2023 Retainer	19,500.00
29	6009	Legal Fees - Admin Hearings/Prosecutions	1073 Bartel, Raymond	23-15	Traffic Court and Administrative Hearings 07/31-08/04/2023	1,845.00
30	6010	Legal Fees - Labor & Employment	1127 Clark Baird Smith LLP	17175	Legal Fees - July 2023	3,812.06
31	7000	Office Supplies	1644 Warehouse Direct Inc	5548312-0	Copy Paper and Stir Sticks	99.98
32	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 081023	Water Delivery Service 07/20/2023	38.97
33	7200	Other Supplies	1644 Warehouse Direct Inc	5548312-0	Copy Paper and Stir Sticks	8.36
<b>Total 210 - City Manager</b>					<b>32,115.33</b>	
<b>Division: 230 - Information Technology</b>						
34	6300	R&M Software	8838 Fortra LLC	V0000235730	Automate Professional Edition-Single License 10/01/23-09/30/24	729.04
35	7005	Printer Supplies	1820 Datasource Ink	23856	HP CM3530 Color LaserJet Transfer Belt	428.00
36	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 081023	Water Delivery Service 07/20/2023	59.46
37	7320	Equipment < \$5,000	1322 Insight Public Sector	1101078010	Ubiquiti UniFi Smart Power Supply	395.34
<b>Total 230 - Information Technology</b>					<b>1,611.84</b>	
<b>Division: 240 - Media Services</b>						
38	6110	Printing Services	1106 Chromatech Printing Inc	9392/26444	1000 Pocket Directories 08/14/2023	905.00
<b>Total 240 - Media Services</b>					<b>905.00</b>	
<b>Division: 250 - Human Resources</b>						
39	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8004460243	Shredding Services 07/07-07/28/2023	79.58
40	7000	Office Supplies	1644 Warehouse Direct Inc	5543850-0	2 Packs of Binder Tabs	2.06
41	7000	Office Supplies	1644 Warehouse Direct Inc	5552198-0	1 Pk Highlighters, 1 Pk Binder Pockets, 1 Pk Scissors	46.29
42	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 081023	Water Delivery Service 07/20/2023	46.97
<b>Total 250 - Human Resources</b>					<b>174.90</b>	
<b>Total 20 - City Administration</b>					<b>34,807.07</b>	
<b>Department: 30 - Finance</b>						
43	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8004460243	Shredding Services 07/07-07/28/2023	79.58
44	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 081023	Water Delivery Service 07/20/2023	96.93
<b>Total 30 - Finance</b>					<b>176.51</b>	

# City of Des Plaines

## Warrant Register 09/05/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
<b>Community Development</b>						
<b>Division: 410 - Building &amp; Code Enforcement</b>						
45	6000	Professional Services	6315 B&F Construction Code Services Inc	17877	Inspection Services June 2023	6,803.36
46	6000	Professional Services	6315 B&F Construction Code Services Inc	17938	Inspection Services July 2023	8,275.36
47	6000	Professional Services	6315 B&F Construction Code Services Inc	62304	Plan Review 8/3/2023 Project # 1128796	2,127.87
48	6000	Professional Services	6315 B&F Construction Code Services Inc	62310	Plan Review 8/3/2023 Project #1128753	225.00
49	6000	Professional Services	6315 B&F Construction Code Services Inc	62313	Plan Review 8/3/2023 Project # 1128761	225.00
50	6000	Professional Services	6315 B&F Construction Code Services Inc	62325	Plan Review 8/4/2023 Project # 1128752	225.00
51	6000	Professional Services	6315 B&F Construction Code Services Inc	62333	Plan Review 8/7/2023 Project #1128770	225.00
52	6000	Professional Services	6315 B&F Construction Code Services Inc	62338	Plan Review 8/8/2023 Project # 1128783	225.00
53	6000	Professional Services	6315 B&F Construction Code Services Inc	62347	Plan Review 8/8/2023 Project # 1128798	1,095.01
54	6000	Professional Services	6315 B&F Construction Code Services Inc	62356	Plan Review 8/10/2023 Project # 1128229	538.00
55	6000	Professional Services	8629 Health Inspection Professionals Inc	642	Health Inspections Contractor June 2023	7,650.00
56	6005	Legal Fees	8133 Elrod Friedman LLP	13835	7-23 Non-Retainer Matters	1,359.00
57	6025	Administrative Services	7961 BridgePay Network Solutions LLC	807239	Utility Web, Business License Trans & EnerGov Fees July 2023	0.50
58	6025	Administrative Services	7961 BridgePay Network Solutions LLC	807239	Utility Web, Business License Trans & EnerGov Fees July 2023	36.50
59	6025	Administrative Services	7961 BridgePay Network Solutions LLC	807239	Utility Web, Business License Trans & EnerGov Fees July 2023	1.50
60	6195	Miscellaneous Contractual Services	3013 Clauss Brothers Inc	27879	Nuisance Abatement & Grass Cutting Service July 2023	4,937.93
61	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 081023	Water Delivery Service 07/20/2023	96.93
<b>Total 410 - Building &amp; Code Enforcement</b>						<b>34,046.96</b>
<b>Division: 420 - Planning &amp; Zoning</b>						
62	6005	Legal Fees	8133 Elrod Friedman LLP	13829*	7-23 Non-Retainer Matters	430.00
63	6100	Publication of Notices	1050 Journal & Topics Newspapers	190682	Legal Notice 7/19/2023 for City Council 8/7/2023	103.46
64	6100	Publication of Notices	1050 Journal & Topics Newspapers	190684	Legal Notice 7/19/2023 for PZB Mtg 8/8/2023	84.64
65	6100	Publication of Notices	1050 Journal & Topics Newspapers	190770	Legal Notice 8/03/2023 for PZB Mtg 8/22/2023	112.86
66	7000	Office Supplies	1644 Warehouse Direct Inc	5546971-0	Copy Paper, Binder Clips, Post It Notes	183.43
<b>Total 420 - Planning &amp; Zoning</b>						<b>914.39</b>
<b>Division: 430 - Economic Development</b>						
67	6000	Professional Services	5215 CoStar Realty Information Inc	120404328	2023 Available Properties Database	502.21
68	6005	Legal Fees	8133 Elrod Friedman LLP	13848*	7-23 Non-Retainer Matters	648.00
<b>Total 430 - Economic Development</b>						<b>1,150.21</b>
<b>Total 40 - Community Development</b>						<b>36,111.56</b>

# City of Des Plaines

## Warrant Register 09/05/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Public Works &amp; Engineering</b>					
<b>Division: 100 - Administration</b>					
69	6300	R&M Software	6055 Axiom Human Resource Solutions Inc	0000053694 Kronos User Fee - July 2023	202.86
<b>Total 100 - Administration</b>					<b>202.86</b>
<b>Division: 510 - Engineering</b>					
70	7000	Office Supplies	1644 Warehouse Direct Inc	5548718-0 1 Dozen Bankers Boxes	70.19
71	7000	Office Supplies	1644 Warehouse Direct Inc	5550628-0 5 Boxes of Printing Paper and 6 Markers	184.74
<b>Total 510 - Engineering</b>					<b>254.93</b>
<b>Division: 530 - Street Maintenance</b>					
72	6135	Rentals	7742 Buttrey Rental Services	328290 Saw Rental - 08/12/2023	181.50
73	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	35429 Stump Removals & Restorations - 04/17/2023, R-143-22	9,873.80
74	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	36986 Storm Damage Cleanup - 07/13/2023, R-143-22	5,685.60
75	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	36987 Storm Damage Cleanup - 07/15/-07/31/2023, R-143-22	13,993.50
76	6195	Miscellaneous Contractual Services	1139 Cook County of Illinois	2023-2 Traffic Signal Maintenance - 04/01-06/30/2023	1,357.51
77	6195	Miscellaneous Contractual Services	6738 Maul Paving Inc	2023-2641 Sealcoating - Ellinwood - 07/20/2023	7,604.00
78	6195	Miscellaneous Contractual Services	6738 Maul Paving Inc	2023-2696 Additional Sealcoating - Ellinwood - 08/07/2023	750.00
79	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	259066 Landscape Improvement - Gateway Sign Rand/Dempster - 06/05/2023	1,325.00
80	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	259067 Landscape Improvement-Gateway Sign Oakton/Elmhurst - 06/05/2023	2,475.00
81	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	259069 Beautification - Walnut Dead End - 06/07/2023	2,450.00
82	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	259088 Irrigation Repairs - Miner St - 06/06/2023, R-166-22	1,360.00
83	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	259089 Irrigation Repairs - Pearson/Ellinwood - 06/07/2023, R-166-22	690.00
84	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	259090 Irrigation Repair - River & Miner - 06/07/2023, R-166-22	725.00
85	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	259091 Irrigation Repair - Miner St - 06/07/2023, R-166-22	1,725.00
86	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	259109 RPZ Certifications - Irrigation Systems - 06/16/2023, R-166-22	1,300.00
87	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	260321 Irrigation Repair - Ellinwood - 06/08/2023, R-166-22	3,850.00
88	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	260337 Daylily Installation - Miner St - 06/14/2023	2,350.00
89	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	261902 Hedge Trimming & Mowing - 06/30/2023, R-27-21	19,869.00
90	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	261903 Watering - Greenspace & Gateway Signs - 06/30/2023, R-27-21	1,400.00



# City of Des Plaines

## Warrant Register 09/05/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
91	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	261915	Vegetation Control - 06/30/2023, R-165-22	650.00
92	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	261916	Landscape Maintenance - Downtown - 06/30/2023, R-166-22	2,451.00
93	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	261917	Supplemental Watering - Downtown - 06/30/2023, R-166-22	6,630.00
94	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	262571	Cleanup - Wicke Dead End - 07/10/2023	2,450.00
95	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	262572	Beautification - Wicke Dead End - 07/10/2023	2,475.00
96	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	262615	City-Owned Greenspace Mowing - 06/30/2023, R-27-21	4,095.00
97	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	263033	Landscape Maintenance - Downtown - 07/31/2023, R-166-22	2,451.00
98	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	263034	Watering - Downtown - 07/31/2023, R-166-22	5,100.00
99	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	263035	Mowing - City Owned Greenspace - 07/31/2023, R-27-21	17,281.60
100	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	263036	Watering - Gateway Sign - 07/31/2023, R-27-21	1,500.00
101	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	263037	Fertilizer & Weed Control - 07/31/2023, R-165-22	6,184.00
102	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	263664	Maintenance - City Owned Greenspace - 07/31/2023, R-27-21	3,850.00
103	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	263895	Landscape Improvement - Gateway Sign River/Devon - 08/01/2023	1,325.00
104	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	263896	Gateway Sign Improvements - Thacker/Elmhurst - 08/01/2023	2,200.00
105	6195	Miscellaneous Contractual Services	5399 Beary Landscape Management	263897	Gateway Sign Improvements - Golf/Elmhurst - 08/01/2023	775.00
106	6195	Miscellaneous Contractual Services	2615 Four Seasons Decor Inc	5803	Pole Decorations Install/Remove - Oakton/River - 02/06/2023	5,720.00
107	6195	Miscellaneous Contractual Services	7706 Lakeshore Recycling Systems LLC	PS553098	Street Sweeping - 07/17-07/18/2023, R-188-21	18,329.28
108	6325	R&M Street Lights	1044 H&H Electric Co	41841	Streetlight Repairs - Inner Circle Dr - 06/30/2023, R-29-22	2,537.34
109	6325	R&M Street Lights	1044 H&H Electric Co	41844	Streetlight Repair - Broadway/Wolf - 06/28/2023, R-29-22	1,903.24
110	7020	Supplies - Safety	8244 Des Plaines Ace Hardware	4379	4 Cans Wasp Spray	32.36
111	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	18404	Batteries & Flashlight	31.93
112	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	21029	Cable Ties, Recipblades, Tie Off Strap, Nut Drivers, Etc.	130.39
113	7030	Supplies - Tools & Hardware	1520 Russo Power Equipment	PCM20012249	Returned Chain Loop	(32.99)
114	7030	Supplies - Tools & Hardware	1520 Russo Power Equipment	PCM20012253	Returned Pole Saw Blade	(64.99)
115	7030	Supplies - Tools & Hardware	1520 Russo Power Equipment	SPI20315159	Pole Saw Blades & Chain Saw Blade	127.96
116	7035	Supplies - Equipment R&M	1550 Addison Building Material Co	992576	Teflon Tape, Nipple, Elbow, Bushing, Coupler	53.03
117	7035	Supplies - Equipment R&M	1520 Russo Power Equipment	SPI20315160	Chain Loop, Filler Cap, & Air Filter	110.92
118	7035	Supplies - Equipment R&M	1520 Russo Power Equipment	SPI20347048	Diamond Blade & Premixed Fuel for Walk Behind Saw	439.97
119	7050	Supplies - Streetscape	1228 Pesche's Inc	138387	2 Begonia Hanging Baskets - PW	40.00

# City of Des Plaines

## Warrant Register 09/05/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
120	7050	Supplies - Streetscape	4177 Uline Inc	166870027	Trash Can Liners	553.55
121	7050	Supplies - Streetscape	1057 Menard Incorporated	18296	Green Extension Cord	59.90
122	7050	Supplies - Streetscape	1516 Arthur Clesen Inc	9027-00	Grass Seed - Parkway Restorations - 08/07/2023	200.00
123	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10498996	2.0 Cu Yds Top Soil - Parkway Restorations - 08/07/2023	64.00
124	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10499147	2.0 Cu Yds Top Soil - Parkway Restorations - 08/07/2023	64.00
125	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10499290	1.0 Cu Yd Top Soil - Parkway Restoration - 08/08/2023	32.00
126	7055	Supplies - Street R&M	1732 Traffic Control & Protection Inc	115442	25 Telspar Sign Posts	1,113.75
127	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	122978	7.90 Tons Asphalt - Repairs - 08/02/2023	521.40
128	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	123225	16.75 Tons Asphalt - Debra & Magnolia - 08/04/2023	1,105.50
129	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	123497	17.45 Tons Asphalt - Marshall - 08/08/2023	1,151.70
130	7055	Supplies - Street R&M	1057 Menard Incorporated	18642	Spray Paint - Graffiti Removal	48.86
131	7055	Supplies - Street R&M	2016 Signarama	44007	500 Decals - Street Signs 08/03/2023	425.00
132	7055	Supplies - Street R&M	1192 Sherwin Industries Inc	SS099355	Barricade Freight Charges	180.45
133	7200	Other Supplies	4177 Uline Inc	166445025	Polystrap Tool Kit, Sealer, Tensioner, Seals, Straps	917.80
134	7200	Other Supplies	1043 WW Grainger Inc	9784774086	Tarp for Bulk Road Salt	900.48
135	7320	Equipment < \$5,000	1057 Menard Incorporated	21342	12 Folding Chairs & Fan - Special Events	328.87
136	7320	Equipment < \$5,000	4093 White Cap LP	50023264145	Walk Behind Pavement Saw	2,456.32
137	7320	Equipment < \$5,000	1520 Russo Power Equipment	SPI20333649	Chainsaws, Pole Saw, Chain Loops	857.96
138	7320	Equipment < \$5,000	1520 Russo Power Equipment	SPI20346871	2 Chain Saws & Blades - Storm Damage	779.99
<b>Total 530 - Street Maintenance</b>					<b>179,502.48</b>	

<b>Division: 535 - Facilities &amp; Grounds Maintenance</b>						
139	6135	Rentals	1047 Home Depot Credit Svcs	4900411	Rental Deposit 07/07/2023 - Insulation Machine	250.00
140	6195	Miscellaneous Contractual Services	8424 Fink Safe & Lock Company	31360	Service Call on Vault in Finance 08/03/2023	188.00
141	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4163397838	Mat Service - Metra Train Station - 08/02/2023	38.28
142	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4164070141	Mat Service - Metra Train Station - 08/09/2023	38.28
143	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4164070219	Mat Service - Police Station - 08/09/2023	138.77
144	6195	Miscellaneous Contractual Services	5214 State Industrial Products	903007483	Drain Maintenance Program 08/08/2023 - City Hall	115.93
145	6315	R&M Buildings & Structures	1025 Bedco Inc	099028	Service Contract - Aug 2023	3,047.50
146	6315	R&M Buildings & Structures	5698 Doors Done Right Inc	13419	2 Exterior Door Replacements - Public Works - 08/14/2023	5,380.00
147	6315	R&M Buildings & Structures	1135 Colley Elevator Co	245951	Elevator Inspection - Theater - 08/01/2023	185.00

# City of Des Plaines

## Warrant Register 09/05/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
148	6315	R&M Buildings & Structures	8262 Automatic Fire Systems Inc	5458	Pump Repair - Theater - 06/28/2023	322.00
149	6315	R&M Buildings & Structures	8772 Helm Service	CHI191815	HVAC Repair - Police Station - 07/05/2023, R-228-22	396.00
150	6315	R&M Buildings & Structures	8772 Helm Service	CHI192033	HVAC Repair - Food Pantry - 07/17/2023, R-228-22	2,451.99
151	6315	R&M Buildings & Structures	8772 Helm Service	CHI192145	2023 HVAC Repair - Metra Train Station - 07/28/2023, R-228-22	594.00
152	6315	R&M Buildings & Structures	2350 Anderson Elevator Co	INV-76284-F8Q9	Fire Marshall Testing - Police Station - 08/07/2023	920.00
153	6315	R&M Buildings & Structures	2350 Anderson Elevator Co	INV-76285-V2M0	Elevator Testing - City Hall - 08/08/2023	1,335.00
154	6315	R&M Buildings & Structures	8049 Cross Points Sales Inc	P 81030	Fire Alarm Testing - Theater - 08/01/2023	547.00
155	6315	R&M Buildings & Structures	8049 Cross Points Sales Inc	P 81036	Fire Alarm Repairs - Theater - 08/01/2023	300.00
156	7020	Supplies - Safety	4093 White Cap LP	50023278243	4 Safety Boots - Facilities	235.36
157	7025	Supplies - Custodial	1057 Menard Incorporated	18293	Orange Goop Towels	10.89
158	7025	Supplies - Custodial	1057 Menard Incorporated	21080	Orange Goop Towels	10.89
159	7025	Supplies - Custodial	1029 Cintas Corporation	4163397922	Cleaners, Paper Towels, Soap, Mat, & Scrubs - PW	163.33
160	7025	Supplies - Custodial	1029 Cintas Corporation	4164070275	Cleaners, Paper Towels, Soap, Mat, & Scrubs - PW	187.37
161	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	19822	Mechanic's Set	89.99
162	7035	Supplies - Equipment R&M	1057 Menard Incorporated	20746A	Utility Hanger	11.94
163	7035	Supplies - Equipment R&M	1057 Menard Incorporated	20796	8 Bins	59.92
164	7035	Supplies - Equipment R&M	1057 Menard Incorporated	20848	Magnets, Drill Bit, PVC Cap, Strap, Etc.	77.36
165	7035	Supplies - Equipment R&M	1057 Menard Incorporated	21081A	Deep Organizer	33.98
166	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1126839	3 Hinges - City Hall	25.62
167	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	1603457	Bondo Repair - PW	32.96
168	7045	Supplies - Building R&M	1057 Menard Incorporated	18308	Safety Glasses, Gloves, Brush, Paint, Sanding Pad, Etc. - PW	86.94
169	7045	Supplies - Building R&M	1057 Menard Incorporated	19820	PVC, Couplings, Shrink Tubes, Terminal Kits, Etc. - PW	70.83
170	7045	Supplies - Building R&M	2480 Just Faucets	207781	Override Button Kit & O Rings - City Hall	53.00
171	7045	Supplies - Building R&M	1057 Menard Incorporated	20785	Thermostat & Guard - Fire Station #61	35.48
172	7045	Supplies - Building R&M	1057 Menard Incorporated	20806	Foam Insulation - City Hall 6th Floor	161.97
173	7045	Supplies - Building R&M	1057 Menard Incorporated	20844	Brushes, Mini Roller Grid, Tray, Etc. - Fire Station #61	31.24
174	7045	Supplies - Building R&M	1057 Menard Incorporated	20858	Plumbers Grease - City Hall	2.44
175	7045	Supplies - Building R&M	1057 Menard Incorporated	21015	A/C Sleeve - Fire Station #62	99.99
176	7045	Supplies - Building R&M	1057 Menard Incorporated	21060	Fireblock - Police Station	9.97

# City of Des Plaines

## Warrant Register 09/05/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
177	7045	Supplies - Building R&M	1057 Menard Incorporated	21064	Gutter Hanger - Fire Station #62	30.60
178	7045	Supplies - Building R&M	1057 Menard Incorporated	21069	Returned Gutter Hanger - Fire Station #62	(30.60)
179	7045	Supplies - Building R&M	1057 Menard Incorporated	21070	Gutter Hanger - Fire Station #62	33.60
180	7045	Supplies - Building R&M	1057 Menard Incorporated	21082	Floor Scrub, Gloves, Rust Dissolver, Etc. - City Hall	64.70
181	7045	Supplies - Building R&M	1057 Menard Incorporated	21087	Laminate Sheets - City Hall	76.99
182	7045	Supplies - Building R&M	1057 Menard Incorporated	21107	Pipes, Adapter, Bushings, Elbow, PVC Cement - City Hall 2nd Fl	42.84
183	7045	Supplies - Building R&M	1057 Menard Incorporated	21109	Pail, Muriatic Acid, Rust Dissolver - City Hall	38.17
184	7045	Supplies - Building R&M	1057 Menard Incorporated	21117	Downspouts, Sealer, Elbows, Clips, Etc. - Fire Station #63	59.37
185	7045	Supplies - Building R&M	1057 Menard Incorporated	21132	Spray Paint & Primer - City Hall	23.55
186	7045	Supplies - Building R&M	1057 Menard Incorporated	21169	Impact Driver, Batteries, Tape - City Hall	39.93
187	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	4200	Funnel Set & Hose - Police Station	11.67
188	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	4376	Gorilla Tape - PW	16.19
189	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	4392	Tubes, Elbows, Clamps - City Hall	31.20
190	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	4396	Galvanized Bushings - City Hall	5.93
191	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	4398	Paint, Brush, Tray Set - City Hall	25.17
192	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	4624536	Moulding Strip - Fire Station #61	82.77
193	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	5624315	Door Repair Parts & Thresholds - PW	143.97
194	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	8630635	Tray Set & Epoxy - 1486 Miner	55.95
195	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	970351	2 Air Filters - PW	81.90
196	7200	Other Supplies	1057 Menard Incorporated	19823	Bottled Water & Water - PW	43.56
197	7200	Other Supplies	1057 Menard Incorporated	20847	6 Cases Bottled Water - City Hall	16.80
198	7200	Other Supplies	1057 Menard Incorporated	21339	11 Cases Bottled Water - City Hall	38.28
<b>Total 535 - Facilities &amp; Grounds Maintenance</b>					<b>18,671.76</b>	

Division: 540 - Vehicle Maintenance						
199	6135	Rentals	1029 Cintas Corporation	4163446868	Mechanic's Uniform Rental - 08/02/2023	231.68
200	6135	Rentals	1029 Cintas Corporation	4164139226	Mechanic's Uniform Rental - 08/09/2023	231.68
201	6310	R&M Vehicles	8584 James Drive Safety Lane LLC	1072	Safety Lane 08/06/2023 - PW 8022, 8036, 9053, 50749, 5123	143.00
202	6310	R&M Vehicles	1278 Dave & Jim's Auto Body Inc	23573	All Wheel Alignment 07/27/2023 - Police 6095	65.00
203	6310	R&M Vehicles	1643 Golf Mill Ford	890707	All Wheel Alignment - Police 6095 - 08/09/2023	179.95

# City of Des Plaines

## Warrant Register 09/05/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
204	6310	R&M Vehicles	6598 Cummins Inc	F2-13928	Ambulance Repair - Fire 7703 - 08/08/2023	3,532.60
205	6310	R&M Vehicles	1575 Pirtek O'Hare	OH-T00025751	Assembled Hydraulic Hoses 07/28/2023 - PW 5093	199.06
206	6310	R&M Vehicles	5823 Interstate Power Systems Inc	R042043946:01	Performed Forced Regen & Returned Part 08/03/2023 - Fire 7607	526.30
207	6310	R&M Vehicles	5823 Interstate Power Systems Inc	R042043982:01	Fire Truck Repair - Fire 7607 - 08/07/2023	1,432.78
208	7035	Supplies - Equipment R&M	7521 United Rentals (North America) Inc	222757965-001	Clamps & Hardware - PW 5141	38.40
209	7035	Supplies - Equipment R&M	1823 Certified Laboratories	8340230	Klaw Aerosol & Lok Cease Aerosol - PW Stock	677.64
210	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	867060	Axle Nuts - PW 5097	77.81
211	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	867143	Returned Kit - PW 5097	(77.81)
212	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	868978	Filter & 7-Way Connector - PW 5134	29.10
213	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	869272	Hydraulic Fittings & Filter - PW 5130 & PW 5140	68.56
214	7035	Supplies - Equipment R&M	1520 Russo Power Equipment	SPI20302167	Carburetor - PW Stock	49.99
215	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0374514	Filters & Transmission Fluid - Police Stock	448.32
216	7040	Supplies - Vehicle R&M	8827 VGP Holdings LLC	134169086	Windshield Washer Fluid & Engine Oil - Police Stock	879.78
217	7040	Supplies - Vehicle R&M	3645 Plastic Techniques Inc	139547	Insulated Aerial Bucket Liner - PW 5045	515.87
218	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1341631	Cabin Air Filter - Police 6916	23.99
219	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	552795P	Hoses, Seals, Studs, Nuts, Gaskets, Etc. - Fire 7401	316.01
220	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	553389P	Control Arms, Tie Rod Kits - Police 6087	620.51
221	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	553397P	Trans Bracket - Police 6070	67.34
222	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	553476P	Nut & Washer - Police 6087	9.84
223	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	556641P	2 License Plate Lights - Fire 7500	74.28
224	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	866949	2 Batteries & 2 Core Deposits - PW 9031 & PW Stock	143.12
225	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	868405	Transmission Fluid - Police 6928	51.06
226	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	868554	4 Wiper Blades - Fire Stock	35.96
227	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	868607	Filter Dryer, Compressor, Expansion Valve - Police 6087	420.38
228	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	868675	6 Filters - Fire 7708	177.11
229	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	868765	Hose Ends & Fittings Returned - PW 5093	(55.62)
230	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	868769	Core Deposits Returned - PW Stock	(162.00)
231	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	869014	Air Filter - Police 6916	13.33

# City of Des Plaines

## Warrant Register 09/05/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
232	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	869267	Power Steering & Reservoir Cap - PW 5047	61.48
233	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	869272	Hydraulic Fittings & Filter - PW 5130 & PW 5140	13.33
234	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	869459	Oxygen Sensor - PW 5904	58.94
235	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	869632	Brake Rotors & Brake Pads - Police 6096	220.34
236	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	869838	Crankcase Filter - Fire 7703	97.50
237	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	869908	4 Filters - Police Stock	31.42
238	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	869909	2 Air Filters - PW Stock	15.56
239	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P23825	ICP Bar, Paddle Handle, Round Louvers - Fire 7607	316.71
240	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101124177:01	Returned Air Bags - Fire 7702	(368.40)
241	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101124187:01	2 Air Bags - Fire Stock	368.40
242	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101124188:01	Part Return - Fire Stock	(331.56)
243	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101125902:01	Fuel Filter & Marker Lights - Fire Stock	160.04
244	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101125948:01	Antifreeze - Fire Stock	55.74
245	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101126144:01	Support Bearing & Strap Kits	180.43
246	7120	Gasoline	8331 Avalon Petroleum Company Inc	470051	5,000 Gals Unleaded Gasoline - 08/01/2023, R-162-22	13,524.52
247	7130	Diesel	8331 Avalon Petroleum Company Inc	028455	2,000 Gals Bio Diesel Fuel - 08/01/2023, R-162-22	5,453.62
<b>Total 540 - Vehicle Maintenance</b>					<b>30,843.09</b>	

**Total 50 - Public Works & Engineering** **229,475.12**

### Police Department

Division: 610 - Uniformed Patrol						
248	7300	Uniforms	1244 Ray O'Herron Company Inc	2287274	Replacement Uniforms for DC	203.66
249	7300	Uniforms	1244 Ray O'Herron Company Inc	2287286	Uniforms for New Officer	592.25
250	7300	Uniforms	1244 Ray O'Herron Company Inc	2287784	Name Tags for New Officer	31.90
251	7300	Uniforms	1164 Uniform Den East Inc	87710	Uniforms for New Officer	276.40
<b>Total 610 - Uniformed Patrol</b>					<b>1,104.21</b>	

Division: 620 - Criminal Investigation						
252	5310	Membership Dues	1361 Major Case Assistance Team	2023-2024	Annual MCAT Dues 2023-2024 (Dept Wide)	4,000.00
253	6195	Miscellaneous Contractual Services	1572 LexisNexis Risk Solutions	1037713-20230731	Investigations Database 7/1-7/31/2023	259.40
254	6195	Miscellaneous Contractual Services	1683 Thomson Reuters	848735779	Investigations Database 7/1-7/31/2023	367.26
<b>Total 620 - Criminal Investigation</b>					<b>4,626.66</b>	

# City of Des Plaines

## Warrant Register 09/05/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
<b>Division: 630 - Support Services</b>						
255	5310	Membership Dues	1724 IL Law Enforcement Alarm System	DUES12365	Police Dept Annual Dues 7/1/2023-6/30/2024	360.00
256	6110	Printing Services	1142 Copyset Printing Company	62670	30 Packs of Notepads 07/31/2023	234.00
257	6190	Tow/Storage/Abandoned Fees	1819 Tri R Service Inc	105	Towing Services (7) 06/15-07/28/2023	280.00
258	6190	Tow/Storage/Abandoned Fees	1567 Schimka Auto Wreckers, Inc	7/1/2023	June 2023 Towing Services (4)	160.00
259	6190	Tow/Storage/Abandoned Fees	1567 Schimka Auto Wreckers, Inc	8/1/2023	July Towing Services (4)	160.00
260	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8004460243	Shredding Services 07/07-07/28/2023	397.98
261	6345	R&M Police Range	3882 Best Technology Systems Inc	BTL-23022-7	2023 Service Agreement for Range Cleaning and Maint 7/27/2023	823.75
262	7550	Miscellaneous Expenses	1361 Major Case Assistance Team	8/14/2023	2023 MCAT Awards Banquet (7 Attendees)	210.00
<b>Total 630 - Support Services</b>					<b>2,625.73</b>	

<b>Total 60 - Police Department</b>	<b>8,356.60</b>
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Fire Department						
<b>Division: 100 - Administration</b>						
263	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 081023	Water Delivery Service 07/20/2023	35.07
<b>Total 100 - Administration</b>					<b>35.07</b>	

<b>Division: 710 - Emergency Services</b>						
264	5345	Post-Employment Testing	1267 Northwest Community Hospital	31400	5 Fire Annual Physicals 7/7-7/31/2023	2,337.00
265	6035	Dispatch Services	5973 Emergency Twenty Four Inc	70309	R-48-23 - Elevator Alarm Dispatch Fees July 2023	1,439.00
266	6195	Miscellaneous Contractual Services	8263 Eagle Engraving Inc	2023-5196	Retirement Axe and Engraving 07/12/2023- Paramedic	283.00
267	6310	R&M Vehicles	8602 Legacy Fire Apparatus	INV-18035	On-Going Vehicle Maintenance R-34-23 - Engine 65 - 08/04/2023	2,092.22
268	7025	Supplies - Custodial	1043 WW Grainger Inc	9787485300	4 Toilet Brushes	184.84
269	7025	Supplies - Custodial	1043 WW Grainger Inc	9789118230	9 Cases Paper Towels	(644.04)
270	7025	Supplies - Custodial	1043 WW Grainger Inc	9797378792	4 Containment Pools, 5 Pails	616.69
271	7025	Supplies - Custodial	1043 WW Grainger Inc	9797751428	2 Containment Pools, 4 Tarps	479.34
272	7035	Supplies - Equipment R&M	6656 Route 12 Rental Co Inc	133015	32 Quarts Fuel for Small Tools	287.68
273	7200	Other Supplies	1046 Hinckley Spring Water Co	22728338 080323	40 - 24 Packs of Water for Fire Vehicles	300.19
274	7200	Other Supplies	3610 Emergency Medical Products Inc	2569930	2 Cases Bandages, 15 Combat Tourniquets, 5 Packs Gauze Pads	1,396.80
275	7200	Other Supplies	3610 Emergency Medical Products Inc	2573705	1 Case Bandages	909.00
276	7200	Other Supplies	3610 Emergency Medical Products Inc	2574927	3 Regulators, 1 Reg & Charge Bracket, 1 Child Restraint	2,291.45
277	7200	Other Supplies	1571 Welding Industrial Supply	3086602	6 Cylinders	160.87
278	7300	Uniforms	3212 On Time Embroidery Inc	113993	9 Shirts - Quartermaster Stock	273.00
279	7300	Uniforms	3212 On Time Embroidery Inc	114248	2 Pants, 3 Shorts - Paramedic	237.00

# City of Des Plaines

## Warrant Register 09/05/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
280	7300	Uniforms	3212 On Time Embroidery Inc	114261	2 Station Pants - Paramedic	148.00
281	7300	Uniforms	3212 On Time Embroidery Inc	114288	1 Cap, 1 Belt, 1 Cargo Pant - Paramedic	123.00
282	7300	Uniforms	3212 On Time Embroidery Inc	114410	2 Shorts - Paramedic	42.00
283	7300	Uniforms	3212 On Time Embroidery Inc	114478	4 T-Shirts - Battalion Chief	44.00
284	7300	Uniforms	3212 On Time Embroidery Inc	114939	1 Cap - Paramedic	22.00
285	7320	Equipment < \$5,000	2626 Alpha Prime Communications	119050	8 Mobile Radios and Associated Accessories	5,953.82
286	7320	Equipment < \$5,000	1148 WS Darley & Co	17503892	3 LED Lights	585.79
<b>Total 710 - Emergency Services</b>					<b>19,562.65</b>	

Division: 720 - Fire Prevention						
287	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 081023	Water Delivery Service 07/20/2023	46.97
<b>Total 720 - Fire Prevention</b>					<b>46.97</b>	

Division: 730 - Emergency Management Agency						
288	6305	R&M Equipment	1745 Suburban Accents Inc	33710	New Lettering on 2 EMA Vehicles - 08/08/2023	150.00
289	6305	R&M Equipment	1745 Suburban Accents Inc	33713	Replace and Remove Lettering For F165 - 08/08/2023	1,395.00
290	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 081023	Water Delivery Service 07/20/2023	50.97
291	7300	Uniforms	3212 On Time Embroidery Inc	109214	1 Shirt - EMA	49.00
<b>Total 730 - Emergency Management Agency</b>					<b>1,644.97</b>	

<b>Total 70 - Fire Department</b>					<b>21,289.66</b>
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Department: 75 - Fire & Police Commission						
292	5340	Pre-Employment Testing	1320 IL State Police	20230701755	Fingerprint Background Check Services July 2023	28.25
293	5340	Pre-Employment Testing	1483 Personnel Evaluation Inc	48465	PD PEP - Pep Billing 7/01-7/31/2023	175.00
294	6000	Professional Services	8905 Kentech Consulting Inc	14206	14 Character & Background Investigation Services for New Fire Candidates July 2023, R-124-23	25,675.00
<b>Total 75 - Fire &amp; Police Commission</b>					<b>25,878.25</b>	

Department: 90 - Overhead						
295	6030	AMB Fee Processing Services	3640 Andres Medical Billing Ltd	082023DPIL	Collections for Services July 2023 - Ambulance Fees	10,289.65
<b>Total 90 - Overhead</b>					<b>10,289.65</b>	

<b>Total 100 - General Fund</b>					<b>385,588.66</b>
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Fund: 208 - TIF #8 Oakton						
296	6000	Professional Services	1123 Christopher B Burke Engineering LTD	185146	R-172-22 TO #2 - Oakton/Maple Drainage Eng Svcs 06/25-07/29/2023	6,115.00
<b>Total 208 - TIF #8 Oakton</b>					<b>6,115.00</b>	



# City of Des Plaines

## Warrant Register 09/05/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Fund: 230 - Motor Fuel Tax Fund</b>					
297	6155	Sidewalk Improvements	1364 Martam Construction	2023-Concrete-P4 2023 CIP Concrete Improvements 07/15-08/16/2023 R-77-23	12,485.64
298	6155	Sidewalk Improvements	1364 Martam Construction	22-Concrete-P10F 2022 CIP Concrete Improvements 07/15-08/02/2023 R-118-22 FINAL	15,000.00
299	6160	Street Crack Filling	6753 Denler Inc	20213895 Street Crack Filling - 08/10/2023, R-78-23	102,380.85
300	8100	Improvements	1364 Martam Construction	2023-Concrete-P4 2023 CIP Concrete Improvements 07/15-08/16/2023 R-77-23	45,169.51
301	8100	Improvements	1364 Martam Construction	22-Concrete-P10F 2022 CIP Concrete Improvements 07/15-08/02/2023 R-118-22 FINAL	94,831.53
<b>Total 230 - Motor Fuel Tax Fund</b>					<b>269,867.53</b>

<b>Fund: 250 - Grant Projects Fund</b>					
<b>Program: 2520 - Capital Grants</b>					
302	6005	Legal Fees	8133 Elrod Friedman LLP	13825 7-23 Non-Retainer IEMA & FEMA Review Phase 5	196.00
303	8100	Improvements	1364 Martam Construction	22-Concrete-P10F 2022 CIP Concrete Improvements 07/15-08/02/2023 R-118-22 FINAL	6,950.00
<b>Total 2520 - Capital Grants</b>					<b>7,146.00</b>

<b>Total 250 - Grant Projects Fund</b>					<b>7,146.00</b>
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<b>Fund: 260 - Asset Seizure Fund</b>					
<b>Program: 2620 - DEA</b>					
304	6195	Miscellaneous Contractual Services	8912 Naval Surface Warfare Center, Crane Division	N00164LE1286-23 Lease of 16 SU-250/U Night Vision Goggles 6/30/2023-6/30/2024	4,800.00
<b>Total 2620 - DEA</b>					<b>4,800.00</b>

<b>Program: 2640 - Forfeit</b>					
305	6115	Licensing/Titles	1744 IL Secretary of State	2449278B-2024 Squad #15 Registration for 2024 Lic#2449278B	151.00
306	6115	Licensing/Titles	1744 IL Secretary of State	484846-2024 Squad #23 Registration for 2024 Lic#484846	151.00
307	6115	Licensing/Titles	1744 IL Secretary of State	AP80630-2024 Squad #28Registration for 2024 Lic# AP80630	151.00
<b>Total 2640 - Forfeit</b>					<b>453.00</b>

<b>Total 260 - Asset Seizure Fund</b>					<b>5,253.00</b>
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<b>Fund: 400 - Capital Projects Fund</b>					
308	6000	Professional Services	1079 AECOM Technical Services Inc	2000787026 R-135-22 - Pavement Management Program Engr Svcs 7/1-7/28/23	1,647.39
309	6000	Professional Services	1079 AECOM Technical Services Inc	2000787999 R-38-23 Task Order No. 5 - 2023 Resident Eng Svcs 7/1-7/28/2023	10,911.91
310	6000	Professional Services	1199 Spaceco Inc	94070 R-37-23 TO #4 - 2023 CIP Construction Eng Svcs 6/25- 7/29/23	20,898.25
311	6000	Professional Services	1123 Christopher B Burke Engineering LTD	OE4U312-5 R-51-23 - Oakton St Sidepath Construction Eng 06/25-07/29/23	27,588.26
312	6195	Miscellaneous Contractual Services	1364 Martam Construction	2023-Concrete-P4 2023 CIP Concrete Improvements 07/15-08/16/2023 R-77-23	118,893.16
313	8100	Improvements	1067 Orange Crush	104672-P1 R-115-23 - Halston Market Turn Lane Improvements 6/28-7/15/23	121,760.77

# City of Des Plaines

## Warrant Register 09/05/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
314	8100	Improvements	8618 Swallow Construction Corporation	2023-A-P4	R-89-23 2023 CIP Contract A 07/08-08/11/2023	404,500.60
<b>Total 400 - Capital Projects Fund</b>					<b>706,200.34</b>	

Fund: 410 - Equipment Replacement Fund						
Department: 00 - Non Departmental						
315	8020	Vehicles	3315 Regional Truck Equipment	59947	Snow Plow & Tommy Gate Upfitting - PW 5143 - 08/03/2023, R-79-23	14,992.00
316	8020	Vehicles	7690 Bob Ridings Inc	FL2421	2 Ford F450 Cab Chassis - 07/19/2023, R-211-22	102,636.00
317	8020	Vehicles	7690 Bob Ridings Inc	FL2450	4 Ford F450 Chassis - 7/19/2023 R-211-22	153,459.00
<b>Total 00 - Non Departmental</b>					<b>271,087.00</b>	

Department: 70 - Fire Department						
318	8015	Equipment	2626 Alpha Prime Communications	119050	8 Mobile Radios and Associated Accessories	9,923.05
<b>Total 70 - Fire Department</b>					<b>9,923.05</b>	

<b>Total 410 - Equipment Replacement Fund</b>					<b>281,010.05</b>
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Fund: 420 - IT Replacement Fund						
319	8005	Computer Hardware	1035 Dell Marketing LP	10689212759	Dell Mobile Precision Workstation 5570 CTO	2,495.00
320	8005	Computer Hardware	4583 Argon Electric Company, Inc	9713	City Hall 1st Floor Cat 6A Cable Proj R-108-23 07/10-07/19/2023	33,780.00
<b>Total 420 - IT Replacement Fund</b>					<b>36,275.00</b>	

Fund: 430 - Facilities Replacement Fund						
321	6315	R&M Buildings & Structures	7371 Gilco Scaffolding Company LLC	17197	Scaffold Deck & Chute Rental - Leela Building - 06/27-07/24/2023	700.00
322	6315	R&M Buildings & Structures	7371 Gilco Scaffolding Company LLC	17198	Debris Chute Rental - Leela Building - 06/27-07/24/2023	100.00
323	6315	R&M Buildings & Structures	5635 Weber Group Management Inc	WG23-449	Ballroom Asbestos Abatement - 620 Lee St - 08/16/2023	23,675.00
324	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	2023280	C02 Detector - Leela Building	24.97
325	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	2523025	Demolition Supplies - Leela Building	207.76
<b>Total 430 - Facilities Replacement Fund</b>					<b>24,707.73</b>	

Fund: 500 - Water/Sewer Fund						
Non Departmental						
Division: 000 - Non Divisional						
326	4601	New Construction - Sale of Water	1364 Martam Construction	Refund 08/07/23	Hydrant Meter Refund 08/07/2023	(486.62)
<b>Total 000 - Non Divisional</b>					<b>(486.62)</b>	

Division: 550 - Water Systems						
327	6040	Waste Hauling & Debris Removal	1328 John Neri Construction Company Inc	071423	Aggregate Materials & Spoils Disposal - 06/27-07/07/2023	5,641.00
328	6195	Miscellaneous Contractual Services	5995 Wunderlich-Malec Services Inc	22692	SCADA Service Call - 07/05/2023	785.85

# City of Des Plaines

## Warrant Register 09/05/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
329	6195	Miscellaneous Contractual Services	1467 HBK Water Meter Service Inc	230464	Meter Bench Test - 08/08/2023	29.50
330	6195	Miscellaneous Contractual Services	4022 M E Simpson Co Inc	40613	Service Call - Hydrant Testing - 05/31/2023	248.00
331	6310	R&M Vehicles	8584 James Drive Safety Lane LLC	1072	Safety Lane 08/06/2023 - PW 8022, 8036, 9053, 50749, 5123	41.00
332	7020	Supplies - Safety	1192 Sherwin Industries Inc	SS099151	100 Verticade Barricades & Flashers	18,912.00
333	7030	Supplies - Tools & Hardware	1550 Addison Building Material Co	992370	3 Brooms & 3 Broom Handles	99.03
334	7035	Supplies - Equipment R&M	1535 Wipeco Inc	0129172-IN	Disposable Rags - PW Stock	853.00
335	7035	Supplies - Equipment R&M	8244 Des Plaines Ace Hardware	4230	Trash Bags & AAA Batteries	17.07
336	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	866604	2 Batteries & 2 Core Deposits - PW 9047	374.96
337	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	867726	2 Oil Filters & Super Glue - PW 9043	18.49
338	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	868971	Filters & Super Glue Returned - PW 9034	(18.49)
339	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	869456	4 Air Couplers - PW Stock	42.04
340	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	869544	4 Air Hose Couplers - PW Stock	35.64
341	7035	Supplies - Equipment R&M	1088 Atlas Bobcat LLC	HY4403	Grinding Teeth - PW 5B30	1,269.00
342	7035	Supplies - Equipment R&M	1520 Russo Power Equipment	SPI20350956	Premixed Fuel for Cut Off Saws	314.97
343	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	W12678	Nuts, Washers, Guard, Knob, Latches, Etc. - PW 9037	394.89
344	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	866949	2 Batteries & 2 Core Deposits - PW 9031 & PW Stock	520.38
345	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	868676	Brake Caliper, Core, Brake Hose, Starter - PW 9007	356.37
346	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	868724	Brake Hoses - PW 9007	12.63
347	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	869629	3 Pin Clips - PW 9036	26.58
348	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	8971499	Condenser Pad - Howard	45.94
349	7055	Supplies - Street R&M	2053 USA Bluebook	INV00093053	Chlorine Test Kits	39.70
350	7070	Supplies - Water System Maintenance	1328 John Neri Construction Company Inc	071423	Aggregate Materials & Spoils Disposal - 06/27-07/07/2023	23,005.31
351	7070	Supplies - Water System Maintenance	1057 Menard Incorporated	19736	Wood - Concrete Framing	35.98
352	7070	Supplies - Water System Maintenance	1703 Prosafety Inc	2/896500	Locate Spray Paint	306.00
353	7070	Supplies - Water System Maintenance	1057 Menard Incorporated	21215	2 Tripod Work Lights - Main Break Repairs	259.98
354	7070	Supplies - Water System Maintenance	1057 Menard Incorporated	21266	Wood Stakes	1,671.67
355	7070	Supplies - Water System Maintenance	8244 Des Plaines Ace Hardware	4241	3 Hot Water Nozzles	32.37
356	7070	Supplies - Water System Maintenance	8244 Des Plaines Ace Hardware	4358	Hex Bushings	22.64

# City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
357	7070	Supplies - Water System Maintenance	1072 Prairie Material	891135820	5.5 Cu Yds Concrete - Repairs - 08/10/2023	1,027.38
358	7070	Supplies - Water System Maintenance	3217 Ozinga Ready Mix Concrete Inc	ARI00699661	7.50 Cu Yds Concrete - Repairs - 08/02/2023	1,480.88
359	7070	Supplies - Water System Maintenance	6992 Core & Main LP	S305508	2 Sensus Command Links	1,340.00
360	7070	Supplies - Water System Maintenance	6992 Core & Main LP	T057139	Water Main Repair Parts	2,257.50
361	7070	Supplies - Water System Maintenance	6992 Core & Main LP	T058436	Megalugs & Bushing Repair Kit	1,793.24
362	7070	Supplies - Water System Maintenance	6992 Core & Main LP	T068027	Water Main Repair Parts	4,667.00
363	7070	Supplies - Water System Maintenance	6992 Core & Main LP	T081669	Water Main Repair Parts	2,355.50
364	7070	Supplies - Water System Maintenance	6992 Core & Main LP	T085709	Water Meter Parts	1,493.00
365	7070	Supplies - Water System Maintenance	6992 Core & Main LP	T102026	Returned Repair Clamps	(180.04)
366	7070	Supplies - Water System Maintenance	6992 Core & Main LP	T104437	Returned Repair Clamps	(12,135.95)
367	7070	Supplies - Water System Maintenance	6992 Core & Main LP	T104449	Water Main Repair Parts	8,539.00
368	7070	Supplies - Water System Maintenance	6992 Core & Main LP	T117620	Water Meter Parts	1,493.00
369	7070	Supplies - Water System Maintenance	6992 Core & Main LP	T118291	Water Meter Parts	3,405.00
370	7070	Supplies - Water System Maintenance	6992 Core & Main LP	T118314	Water Meter Parts	3,261.00
371	7070	Supplies - Water System Maintenance	6992 Core & Main LP	T119512	Water Meter Parts	196.00
372	7070	Supplies - Water System Maintenance	6992 Core & Main LP	T129524	Water Main Repair Parts	7,556.00
373	7070	Supplies - Water System Maintenance	6992 Core & Main LP	T132500	Water Main Repair Parts	2,352.00
374	7070	Supplies - Water System Maintenance	6992 Core & Main LP	T136832	Water Main Repair Parts	3,478.00
375	7105	Wholesale Water - NWWC	2901 Northwest Water Commission	08022023	Wholesale Water Purchase - July 2023, R-183-14	373,129.86
376	7120	Gasoline	8331 Avalon Petroleum Company Inc	470051	5,000 Gals Unleaded Gasoline - 08/01/2023, R-162-22	2,217.63
377	7130	Diesel	8331 Avalon Petroleum Company Inc	028455	2,000 Gals Bio Diesel Fuel - 08/01/2023, R-162-22	1,082.65
378	7200	Other Supplies	1076 Sam's Club Direct	3212	Snacks for Repair Crews	73.18
379	7200	Other Supplies	1076 Sam's Club Direct	4915	48 Cases Bottled Water	261.12
380	7550	Miscellaneous Expenses	1076 Sam's Club Direct	2302	Snacks for Repair Crews	153.14
381	7550	Miscellaneous Expenses	1076 Sam's Club Direct	6116	Snacks - Repair Crews	93.76
<b>Total 550 - Water Systems</b>						<b>466,783.35</b>

<b>Division: 560 - Sewer Systems</b>						
382	6195	Miscellaneous Contractual Services	1559 Continental Weather Svc	195084	Weather Forecasting - May 2023	150.00
383	6195	Miscellaneous Contractual Services	1559 Continental Weather Svc	195135	Weather Forecasting - June 2023	150.00
384	6195	Miscellaneous Contractual Services	1559 Continental Weather Svc	195181	Weather Forecasting - July 2023	150.00

# City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
385	6310	R&M Vehicles	8584 James Drive Safety Lane LLC	1072	Safety Lane 08/06/2023 - PW 8022, 8036, 9053, 50749, 5123	82.00
386	7020	Supplies - Safety	2053 USA Bluebook	INV00001009	Ear Plugs & Plugs	178.46
387	7020	Supplies - Safety	2053 USA Bluebook	INV00005289	Sign - Levee 50	31.53
388	7035	Supplies - Equipment R&M	1088 Atlas Bobcat LLC	HY4669	Grinding Teeth - PW 5B30	1,030.20
389	7035	Supplies - Equipment R&M	7649 Altorfer Industries Inc	P6AC0078470	2 Fuel Filters - PW 8034	80.94
390	7035	Supplies - Equipment R&M	1520 Russo Power Equipment	SPI20345471	Flywheel - PW 8042	187.99
391	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	552862P	Thermostat & Coolant Tube - Fire 7401	70.73
392	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	869228	Orange Paint - PW 8020	50.12
393	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	869723	2 Batteries & 2 Core Deposits - PW 8029	286.24
394	7075	Supplies - Sewer System Maintenance	1057 Menard Incorporated	18233	Conduit, Connector, Hole Strap, Coupler, Etc. - Levee 50	31.34
395	7075	Supplies - Sewer System Maintenance	1057 Menard Incorporated	18292	Clamps, Handybox, Bushings, Washers, Etc. - O'Hare	63.23
396	7075	Supplies - Sewer System Maintenance	1057 Menard Incorporated	19652	Wood - Concrete Framing	21.18
397	7075	Supplies - Sewer System Maintenance	1703 Prosafety Inc	2/896500	Locate Spray Paint	306.00
398	7075	Supplies - Sewer System Maintenance	8244 Des Plaines Ace Hardware	4209	Fasteners - Lift Stations	7.28
399	7120	Gasoline	8331 Avalon Petroleum Company Inc	470051	5,000 Gals Unleaded Gasoline - 08/01/2023, R-162-22	956.85
400	7130	Diesel	8331 Avalon Petroleum Company Inc	028455	2,000 Gals Bio Diesel Fuel - 08/01/2023, R-162-22	803.73
<b>Total 560 - Sewer Systems</b>					<b>4,637.82</b>	

Division: 570 - Equipment Replacement						
401	8020	Vehicles	7690 Bob Ridings Inc	FL2450	4 Ford F450 Chassis - 7/19/2023 R-211-22	51,153.00
<b>Total 570 - Equipment Replacement</b>					<b>51,153.00</b>	

Division: 580 - CIP - Water/Sewer						
402	6000	Professional Services	2506 Trotter & Associates Inc	21602	TO#13 Construct Phase Srvc - Maple - 04/10-04/11/2023, R-145-21	1,255.00
403	6000	Professional Services	2506 Trotter & Associates Inc	21603	TO#19 Construct Phase Srvc Wtr Sys Sep - 04/20/2023, R-48-22	251.00
404	6000	Professional Services	2506 Trotter & Associates Inc	21617	TO#23 Pump Replacement - Maple St - 04/05-04/25/2023, R-169-22	5,835.75
405	6000	Professional Services	2506 Trotter & Associates Inc	21714	TO#20 NWC Emerg Supply Prelim Inv - 05/05-05/11/2023, R-16-20	1,382.75
406	6000	Professional Services	2506 Trotter & Associates Inc	21715	TO#23 Pump Replacement - Maple St - 05/03-05/26/2023, R-169-22	4,267.00
407	6000	Professional Services	2506 Trotter & Associates Inc	21716	TO#1 Cont Supp Srvc Wtr Modeling - 05/03-05/23/2023, R-218-22	4,244.25
408	6000	Professional Services	2506 Trotter & Associates Inc	21717	TO#2 Prelim Design Elec Imp-Central PS- 5/8-5/26/2023, R-85-23	9,313.00
409	6000	Professional Services	2506 Trotter & Associates Inc	21718	TO#3 Water Modeling - 05/04-05/19/2023, R-218-22	4,948.00
410	6000	Professional Services	2506 Trotter & Associates Inc	22020	TO#13 Con Phase Srvc Fill Improve- Maple - 07/05/2023, R-145-21	251.00

# City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
411	6000	Professional Services	2506 Trotter & Associates Inc	22021	TO#19 Cons Phase Srvcs Wtr Sys Sep - 07/07/2023, R-48-22	502.00
412	6000	Professional Services	2506 Trotter & Associates Inc	22022	TO#23 Cons Srvcs Pump Replace-Maple - 07/10-07/28/2023, R-169-22	8,596.75
413	6000	Professional Services	2506 Trotter & Associates Inc	22023	TO#1 Cont Supp Srvcs Water Model - 07/14/2023, R-218-22	125.50
414	6000	Professional Services	2506 Trotter & Associates Inc	22024	TO#2 Prelim Design Elec Improve-Central PS - 07/13/2023, R-85-23	125.50
415	6000	Professional Services	2506 Trotter & Associates Inc	22025	TO#3 Water Modeling - 07/05/2023, R-218-22	2,384.50
416	6000	Professional Services	1606 Dixon Engineering Inc	23-0813	TO#2 T-Mobile Decomm - Holy Family Tank - 08/07/2023, R-213-22	1,450.00
417	6000	Professional Services	1606 Dixon Engineering Inc	23-0814	TO#1 AT&T Antenna Upgrade - Miner Tower - 08/07/2023, R-213-22	1,450.00
418	6000	Professional Services	1606 Dixon Engineering Inc	23-0852	TO#10 Eng Srvcs - Dulles Tank Paint - 07/12-08/01/2023, R-41-20	16,300.00
419	6000	Professional Services	4022 M E Simpson Co Inc	40752	TO#9 Leak Detection - 07/17-07/18/2023, R-62-23	4,535.00
<b>Total 580 - CIP - Water/Sewer</b>					<b>67,217.00</b>	

<b>Total 00 - Non Departmental</b>	<b>589,304.55</b>
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<b>Department: 30 - Finance</b>						
420	6025	Administrative Services	7961 BridgePay Network Solutions LLC	807239	Utility Web, Business License Trans & EnerGov Fees July 2023	267.50
421	6300	R&M Software	5934 Tyler Technologies Inc	045-431652	Custom Utility Bill Form 07/27/2023	3,600.00
<b>Total 30 - Finance</b>					<b>3,867.50</b>	

<b>Total 500 - Water/Sewer Fund</b>	<b>593,172.05</b>
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<b>Fund: 510 - City Owned Parking Fund</b>						
422	6025	Administrative Services	7960 Passport Labs Inc	INV-1040163	Mobile Pay Parking Transaction Fee for July 2023	28.49
423	6320	R&M Parking Lots	2350 Anderson Elevator Co	INV-75453-N8L3	Elevator Inspections - August 2023	1,150.00
424	6320	R&M Parking Lots	2350 Anderson Elevator Co	INV-76286-P6S5	Elevator Testing - Metro Square Parking Deck - 08/07/2023	920.00
425	6320	R&M Parking Lots	2350 Anderson Elevator Co	INV-76287-R9K7	Elevator Testing - Library Parking Deck - 08/09/2023	1,775.00
426	7060	Supplies - Parking Lots	1018 Anderson Lock Company LTD	1126109	4 Keys Cut & Ring - Metro Square	28.89
427	7060	Supplies - Parking Lots	2028 Northwest Electrical Supply	17578462	Fuses - Metro Parking Deck	175.00
428	7060	Supplies - Parking Lots	2028 Northwest Electrical Supply	17578488	Returned Fuses - Metro Parking Deck	(127.70)
429	7060	Supplies - Parking Lots	1057 Menard Incorporated	18319	2 Rubber Grommets - Civic Deck	2.58
430	7060	Supplies - Parking Lots	1057 Menard Incorporated	20874	Paint & Mini Trim Roller Kit - Library Deck	8.97
431	7060	Supplies - Parking Lots	8244 Des Plaines Ace Hardware	4275	PVC Coupling	1.78
432	7060	Supplies - Parking Lots	1047 Home Depot Credit Svcs	5054595	Can Bolt	15.33
<b>Total 510 - City Owned Parking Fund</b>					<b>3,978.34</b>	

# City of Des Plaines

## Warrant Register 09/05/2023

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
<b>Fund: 520 - Metra Leased Parking Fund</b>						
433	6025	Administrative Services	7960 Passport Labs Inc	INV-1040163	Mobile Pay Parking Transaction Fee for July 2023	473.60
434	7540	Land Lease	1165 Union Pacific Railroad Company	July 2023	Parking Fees for July 2023	2,065.20
<b>Total 520 - Metra Leased Parking Fund</b>					<b>2,538.80</b>	
<b>Fund: 600 - Risk Management Fund</b>						
435	7550	Miscellaneous Expenses	2513 Lee Jensen Sales Co	0023012-00	Shoring Box & Safety Equipment	12,946.00
<b>Total 600 - Risk Management Fund</b>					<b>12,946.00</b>	
<b>Fund: 700 - Escrow Fund</b>						
436	2226	Special Events - July 4th	7706 Lakeshore Recycling Systems LLC	PS552525	Restroom Rental for July 4th Parade on 7/4/23	700.00
437	2231	Escrow - Harvest Hoot	7222 Belliveau, Steve	10/14/2023	Deposit for Entertainment at Harvest Hoot on 10/14/23	50.00
438	2430	Escrow - Police Items	1320 IL State Police	20230701755	Fingerprint Background Check Services July 2023	56.50
439	2464	Hydrant Deposits	1364 Martam Construction	Refund 08/07/23	Hydrant Meter Refund 08/07/2023	1,100.00
440	2486	Additional Contracts - Engineering	8618 Swallow Construction Corporation	2023-A-P4	R-89-23 2023 CIP Contract A 07/08-08/11/2023	37.20
441	2493	Escrow - CED Development	8133 Elrod Friedman LLP	13829A	7-23 Reimb Redevelopment	688.00
442	2493	Escrow - CED Development	8133 Elrod Friedman LLP	13830	7-23 Reimb Redevelopment	21,909.00
443	2493	Escrow - CED Development	8133 Elrod Friedman LLP	13831	7-23 Reimb Redevelopment	602.00
444	2493	Escrow - CED Development	8133 Elrod Friedman LLP	13848A	7-23 Reimb Redevelopment	60.00
445	2493	Escrow - CED Development	8133 Elrod Friedman LLP	13848A	7-23 Reimb Redevelopment	3,870.00
446	2493	Escrow - CED Development	8133 Elrod Friedman LLP	13848A	7-23 Reimb Redevelopment	300.00
447	2493	Escrow - CED Development	8133 Elrod Friedman LLP	13848A	7-23 Reimb Redevelopment	420.00
448	2493	Escrow - CED Development	8133 Elrod Friedman LLP	13848A	7-23 Reimb Redevelopment	300.00
449	2493	Escrow - CED Development	8133 Elrod Friedman LLP	13848A	7-23 Reimb Redevelopment	300.00
450	2493	Escrow - CED Development	8133 Elrod Friedman LLP	13848A	7-23 Reimb Redevelopment	1,470.00
451	2493	Escrow - CED Development	8133 Elrod Friedman LLP	13848A	7-23 Reimb Redevelopment	210.00
452	2493	Escrow - CED Development	1050 Journal & Topics Newspapers	190684	Legal Notice 7/19/2023 for PZB Mtg 8/8/2023	84.65
453	2493	Escrow - CED Development	1050 Journal & Topics Newspapers	190684	Legal Notice 7/19/2023 for PZB Mtg 8/8/2023	84.65
454	2493	Escrow - CED Development	1050 Journal & Topics Newspapers	190770	Legal Notice 8/03/2023 for PZB Mtg 8/22/2023	112.86
<b>Total 700 - Escrow Fund</b>					<b>32,354.86</b>	
<b>Grand Total</b>					<b>2,367,153.36</b>	

# City of Des Plaines

## Warrant Register 09/05/2023

### Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Fund: 100 - General Fund</b>					
<b>City Administration</b>					
<b>Public Works &amp; Engineering</b>					
<b>Division: 540 - Vehicle Maintenance</b>					
455	6195	Miscellaneous Contractual Services	8504 Verizon Connect Fleet USA LLC	634000044622 Vehicle Diagnostic System July 2023	1,442.20
456	7120	Gasoline	7349 Wex Inc	90869888 Fuel Purchases July 2023	417.30
<b>Total 540 - Vehicle Maintenance</b>					<b>1,859.50</b>
<b>Total 50 - Public Works &amp; Engineering</b>					<b>1,859.50</b>
<b>Police Department</b>					
<b>Division: 630 - Support Services</b>					
457	6015	Communication Services	1032 Comcast	08/06/2023 x7069 Internet/Cable Service 08/10-09/09/2023	104.95
458	6015	Communication Services	1009 AT&T	847R18054607-23 Communication Service 07/28-08/27/2023	63.87
<b>Total 630 - Support Services</b>					<b>168.82</b>
<b>Total 60 - Police Department</b>					<b>168.82</b>
<b>Fire Department</b>					
<b>Division: 710 - Emergency Services</b>					
459	7200	Other Supplies	7261 FireCraft Safety Products LLC	23-3018R 8 Pellistor Sensors - Replaces EFT 13785	2,014.83
<b>Total 710 - Emergency Services</b>					<b>2,014.83</b>
<b>Total 70 - Fire Department</b>					<b>2,014.83</b>
<b>Department: 90 - Overhead</b>					
460	6015	Communication Services	8536 Peerless Network Inc	29708 Communication Service 08/01-08/31/2023	11,024.90
<b>Total 90 - Overhead</b>					<b>11,024.90</b>
<b>Total 100 - General Fund</b>					<b>15,068.05</b>
<b>Fund: 410 - Equipment Replacement Fund</b>					
<b>Department: 70 - Fire Department</b>					
461	8020	Vehicles	1501 Foster Coach Sales Inc	PN 20648 2022 Ford F550 4x4 Horton Ambulance - R-8-22	332,638.00
<b>Total 70 - Fire Department</b>					<b>332,638.00</b>
<b>Total 410 - Equipment Replacement Fund</b>					<b>332,638.00</b>
<b>Fund: 500 - Water/Sewer Fund</b>					
<b>Division: 560 - Sewer Systems</b>					
462	6015	Communication Services	8536 Peerless Network Inc	29708 Communication Service 08/01-08/31/2023	120.78
<b>Total 560 - Sewer Systems</b>					<b>120.78</b>
<b>Total 500 - Water/Sewer Fund</b>					<b>120.78</b>



# City of Des Plaines

## Warrant Register 09/05/2023

### Manual Payments

Line #	Account		Vendor	Invoice	Invoice Description	Amount
<b>Fund: 510 - City Owned Parking Fund</b>						
463	6015	Communication Services	8536 Peerless Network Inc	29708	Communication Service 08/01-08/31/2023	312.64
454	6015	Communication Services	8536 Peerless Network Inc	29708	Communication Service 08/01-08/31/2023	1,135.02
<b>Total 510 - City Owned Parking Fund</b>						<b>1,447.66</b>
<b>Fund: 700 - Escrow Fund</b>						
465	2221	Taste of Des Plaines	6798 Lion Fencing	05122023R	Barricade/Ticket Booth Rentals-Taste of DP 6/16-6/17/23-Repl Ck	2,000.00
<b>Total 700 - Escrow Fund</b>						<b>2,000.00</b>
<b>Grand Total</b>						<b>351,274.49</b>

# City of Des Plaines

## Warrant Register 09/05/2023

### JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
<b>Fund: 100 - General Fund</b>						
<b>Elected Office</b>						
<b>Division: 110 - Legislative</b>						
466	7200	Other Supplies	1228 Pesche's Inc	PC - 41579	Funeral Arrangement for Former Mayor 7/21/23	170.98
<b>Total 110 - Legislative</b>					<b>170.98</b>	

<b>Total 10 - Elected Office</b>					<b>170.98</b>
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<b>City Administration</b>						
<b>Division: 210 - City Manager</b>						
467	6195	Miscellaneous Contractual Services	8153 Zoom Video Communications Inc	PC - 41657	Zoom Subscription 7/26/23-8/25/23	15.99
<b>Total 210 - City Manager</b>					<b>15.99</b>	

<b>Division: 230 - Information Technology</b>						
468	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 41721	Dpcitynet/Cityofdesplaines/Desplaines Renewal 7/3/23 - 8/1/23	14.97
469	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 41723	Monthly Dpcitynet.com Renewal 7/4/23 - 8/2/23	4.99
470	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 41734	Desplainesintranet.org Renewal 7/23/23 - 7/23/24	95.88
471	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 41735	Monthly Renew Secure Express 7/24/23 - 8/22/23	9.99
472	6300	R&M Software	4444 Misc Vendor for Procurement Card	PC - 41720	Adobe InDesign for Media Department 07/03/2023	431.88
473	7200	Other Supplies	4348 Amazon.Com	PC - 41722	Coffee for IT Department	54.36
474	7200	Other Supplies	4348 Amazon.Com	PC - 41730	Coffee and Plasticware for IT Dept	82.59
475	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 41724	Tripp Lite 24 Port Patch Pannel for IT Department	129.12
476	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 41725	Leviton Quick Port Connectors for IT Department	440.00
477	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 41726	APC UPS Battery Backup Surge Protector for City Use	275.00
478	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 41727	APC UPC Battery Replacement	699.99
479	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 41728	Toshiba 4TB SATA Hard Drive for City Use	134.04
480	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 41729	StarTech Server Rack for IT Department	201.69
481	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 41731	UGREEN USB 3.0 Ethernet Adapter for City Use	48.68
482	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 41732	Togconn Micro USB to USB Adapter for City Use	8.99
483	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 41733	APC Smart-UPS 2200VA with Network Card PO 2023-408	3,829.94
<b>Total 230 - Information Technology</b>					<b>6,462.11</b>	

<b>Division: 240 - Media Services</b>						
484	5325	Training	8696 UAV Coach	PC - 41668	Online Class for Drone Certification - PT Media Specialist	249.00

**City of Des Plaines**  
**Warrant Register 09/05/2023**  
**JPMorgan Chase**

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
485	6195	Miscellaneous Contractual Services	8451 Powtoon Ltd	PC - 41671	Video Animation Creator Dept Subscription-07/29/2023-07/29/2024	396.00
486	6195	Miscellaneous Contractual Services	8450 Envato Elements Pty Ltd	PC - 41673	Stock Media Library Dept Subscription - 07/29/2023-07/29/2024	198.00
487	6535	Subsidy - Youth Commission	5500 4imprint Inc	PC - 41648	Youth Comm 150 Sport Packs for 8/15/23 Food Truck Round Up	388.51
488	6535	Subsidy - Youth Commission	1076 Sam's Club Direct	PC - 41649	Youth Commission Softball BBQ Supplies for 7/8/23	124.52
489	6535	Subsidy - Youth Commission	4348 Amazon.Com	PC - 41650	Youth Commission Bead Pen Craft for National Nite Out 8/1/23	361.96
490	6535	Subsidy - Youth Commission	1580 Mighty Mites Awards Inc	PC - 41651	Youth Commission Softball Medals 7/20/23	133.75
491	6535	Subsidy - Youth Commission	1076 Sam's Club Direct	PC - 41652	Youth Commission Snack Giveaways for Nat'l Nite Out 8/1/23	100.02
492	7320	Equipment < \$5,000	1091 B&H Photo-Video	PC - 41581	Canon ET-87 Lens Hood for Digital Camera	64.95
493	7320	Equipment < \$5,000	1091 B&H Photo-Video	PC - 41669	Gimbal - Camera Phone Accessory for Stabilization	149.00
494	7320	Equipment < \$5,000	1091 B&H Photo-Video	PC - 41670	MP3 Player	65.00
495	7320	Equipment < \$5,000	1091 B&H Photo-Video	PC - 41672	Drone and Accessories	1,256.99
496	7550	Miscellaneous Expenses	4348 Amazon.Com	PC - 41582	3 Hot Sauces for Hot Seat Video Productions	52.98
497	7550	Miscellaneous Expenses	6928 Fun Express LLC	PC - 41611	Hats for City Hall Selfie Day 8/15/23	35.51
<b>Total 240 - Media Services</b>					<b>3,576.19</b>	

<b>Division: 250 - Human Resources</b>						
498	5310	Membership Dues	2421 CityTech USA Inc	PC - 41633	Public Salary Web Access Renewal 07/10/23-07/08/2024	390.00
499	5310	Membership Dues	1485 ILCMA - IL City/County Mgmt Assoc	PC - 41636	ILCMA Corp and Legacy Project Dues-Mgmt Analyst 7/1/23-6/30/24	155.00
500	6100	Publication of Notices	5760 LinkedIn	PC - 41632	Job Ad: Police and Comm. Social Worker 6/16-7/2/23	503.00
501	6100	Publication of Notices	5760 LinkedIn	PC - 41635	Job Ad: Police and Comm. Social Worker 7/3-7/7/23	131.89
502	6100	Publication of Notices	6609 Int'l Economic Dev Council (IEDC)	PC - 41637	Job Ad- Economic Development Manager 07/21-08/18/2023	575.00
503	6100	Publication of Notices	1753 American Public Works Assoc - APWA	PC - 41638	Job Ad- Maintenance Operator 07/24-08/14/2023	375.00
504	6100	Publication of Notices	1753 American Public Works Assoc - APWA	PC - 41639	Job Ad - Foreman 07/21-08/11/2023	375.00
505	6100	Publication of Notices	5760 LinkedIn	PC - 41640	Job Ad: Sr. UB Clerk, Elec Insp., Eco Dev Mgr 7/11-7/24/23	581.74
506	7310	Publications	4444 Misc Vendor for Procurement Card	PC - 41634	July 2023 Labor Law Poster Pre-Orders	645.91
<b>Total 250 - Human Resources</b>					<b>3,732.54</b>	

<b>Total 20 - City Administration</b>					<b>13,786.83</b>
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# City of Des Plaines

## Warrant Register 09/05/2023

### JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
<b>Department: 30 - Finance</b>						
507	7000	Office Supplies	4348 Amazon.Com	PC - 41704	1 Package of 20 Lined Post-It Pads, 1 Air Purifier	22.99
508	7200	Other Supplies	4348 Amazon.Com	PC - 41702	1 Standing Desk Mat - Finance	45.95
509	7200	Other Supplies	4348 Amazon.Com	PC - 41708	1 Clear Desk Mat - Finance	31.99
510	7200	Other Supplies	4348 Amazon.Com	PC - 41709	1 Chair Mat - Finance	57.60
511	7300	Uniforms	1538 Lands' End Business Outfitters	PC - 41703	Logo Shirts, Sweaters, Etc. - Finance	492.65
512	7300	Uniforms	1538 Lands' End Business Outfitters	PC - 41707	1 Sweater w/Logo - Finance	61.66
513	7300	Uniforms	1538 Lands' End Business Outfitters	PC - 41710	2 Sweaters w/Logo - Finance	114.52
514	7300	Uniforms	1538 Lands' End Business Outfitters	PC - 41711	Credit for 1 Logos Sweater - Finance	(61.66)
515	7300	Uniforms	1538 Lands' End Business Outfitters	PC - 41712	1 Logo Quarter Zip Pullover - Finance	31.66
516	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 41705	1 Package of 20 Lined Post-It Pads, 1 Air Purifier	49.99
<b>Total 30 - Finance</b>					<b>847.35</b>	

Community Development						
<b>Division: 430 - Economic Development</b>						
517	6108	Public Relations & Communications	6503 Amazing Breads & Cakes LLC	PC - 41580	Sales Tax Refund Leela Open House Refreshments 6/23/23	(16.28)
<b>Total 430 - Economic Development</b>					<b>(16.28)</b>	

<b>Total 40 - Community Development</b>					<b>(16.28)</b>
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Public Works & Engineering						
<b>Division: 510 - Engineering</b>						
518	6000	Professional Services	8880 ReMarkable AS	PC - 41696	Monthly ReMarkable Connect Subscription 07/01-07/31/2023	2.99
<b>Total 510 - Engineering</b>					<b>2.99</b>	

<b>Division: 530 - Street Maintenance</b>						
519	5325	Training	1576 Illinois Section Amer Water Works Assoc	PC - 41694	ISAWWA Fall Conference - 9/06/-9/07/2023 - Foreman	200.00
<b>Total 530 - Street Maintenance</b>					<b>200.00</b>	

<b>Division: 535 - Facilities &amp; Grounds Maintenance</b>						
520	6315	R&M Buildings & Structures	8898 Suburban Trim & Glass	PC - 41571	Glass Replacement at Metra Station 07/26/2023 PO 2023-383	2,540.00
521	6315	R&M Buildings & Structures	7689 Ambius	PC - 41577	June 2023 Monthly Plant Maintenance	757.08
522	6315	R&M Buildings & Structures	7689 Ambius	PC - 41578	July 2023 Monthly Plant Maintenance	757.08
523	7035	Supplies - Equipment R&M	4348 Amazon.Com	PC - 41627	Test Leads for Volt Meter	36.91
<b>Total 535 - Facilities &amp; Grounds Maintenance</b>					<b>4,091.07</b>	

<b>Division: 540 - Vehicle Maintenance</b>						
524	5325	Training	4444 Misc Vendor for Procurement Card	PC - 41595	EVT Training Conference - 10/01-10/06/2023 - 2 Mechanics	1,900.00

# City of Des Plaines

## Warrant Register 09/05/2023

### JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
525	5325	Training	7048 EVT Certification Commission Inc	PC - 41596	EVT Tests - 10/06/2023 - Mechanic	120.00
526	5325	Training	7048 EVT Certification Commission Inc	PC - 41597	EVT Tests - 10/06/2023 - Mechanic	120.00
527	7035	Supplies - Equipment R&M	4348 Amazon.Com	PC - 41569	Dash Cams for Loaders	1,555.80
528	7035	Supplies - Equipment R&M	4348 Amazon.Com	PC - 41593	Bearing and Race Set - PW 5097	22.89
529	7035	Supplies - Equipment R&M	4348 Amazon.Com	PC - 41599	Trailer Cords - PW 5134	94.22
530	7040	Supplies - Vehicle R&M	4348 Amazon.Com	PC - 41583	Hydraulic Motor - PW Stock	207.68
531	7040	Supplies - Vehicle R&M	4348 Amazon.Com	PC - 41584	Relays - FD 7706	35.97
532	7040	Supplies - Vehicle R&M	4348 Amazon.Com	PC - 41588	Floor mats and Filters - PW 5138 and PW 5139	187.54
533	7040	Supplies - Vehicle R&M	4348 Amazon.Com	PC - 41590	Air Filter - FD 7601	190.31
<b>Total 540 - Vehicle Maintenance</b>					<b>4,434.41</b>	

<b>Total 50 - Public Works &amp; Engineering</b>	<b>8,728.47</b>
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Police Department						
Division: 610 - Uniformed Patrol						
534	5325	Training	5775 Defensive Edge Training & Consulting Inc	PC - 41641	AR15 Armorer Course 10/30-10/31/2023 (1 Ofc)	550.00
535	7000	Office Supplies	4348 Amazon.Com	PC - 41617	15 Keychain Organizers	110.84
536	7000	Office Supplies	4348 Amazon.Com	PC - 41623	Hanging Folders, Flash Drives, Keyboard Wrist Rest	19.96
537	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 41619	Box Fan	45.78
538	7550	Miscellaneous Expenses	4444 Misc Vendor for Procurement Card	PC - 41688	Repl Stacking Drawer Damaged at Training (Terrace Elementary)	19.99
<b>Total 610 - Uniformed Patrol</b>					<b>746.57</b>	

Division: 620 - Criminal Investigation						
539	5325	Training	2219 Jones & Bartlett Learning LLC	PC - 41613	Refund for Tax for Fire Investigator Class	(6.88)
540	5325	Training	2219 Jones & Bartlett Learning LLC	PC - 41614	Refund for Tax for Fire Investigator Class	(6.88)
541	5325	Training	4444 Misc Vendor for Procurement Card	PC - 41625	Surviving El Chapo Class 09/22/2023 (2 TFO)	570.00
542	6015	Communication Services	8347 Browning Trail Cameras	PC - 41572	Cell Connection-Trail Camera for Surveillance 7/18-8/18/2023	29.99
543	7200	Other Supplies	4348 Amazon.Com	PC - 41616	Plasticware	25.98
544	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 41620	Video Capture Device and Charger	352.94
<b>Total 620 - Criminal Investigation</b>					<b>965.15</b>	

Division: 630 - Support Services						
545	7000	Office Supplies	4348 Amazon.Com	PC - 41622	Hanging Folders, Flash Drives, Keyboard Wrist Rest	67.73
546	7010	Supplies - Comm Relations	4348 Amazon.Com	PC - 41621	10 Pop Up Tents	979.90

**City of Des Plaines**  
**Warrant Register 09/05/2023**  
**JPMorgan Chase**

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
547	7015	Supplies - Police Range	6851 Axon Enterprise Inc	PC - 41604	28 Taser Training Cartridges	1,220.60
548	7200	Other Supplies	2318 Jewel Food Stores	PC - 41615	Water for Parade	16.11
549	7200	Other Supplies	4348 Amazon.Com	PC - 41624	2 Packs of Lysol Wipes	39.98
550	7320	Equipment < \$5,000	4444 Misc Vendor for Procurement Card	PC - 41612	2 Bike Helmets, 1 Bike Pump	162.97
551	8000	Computer Software	4444 Misc Vendor for Procurement Card	PC - 41602	Refund for Tax Charged 06/07/2023	(3.94)
<b>Total 630 - Support Services</b>					<b>2,483.35</b>	

<b>Total 60 - Police Department</b>	<b>4,195.07</b>
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<b>Fire Department</b>						
<b>Division: 100 - Administration</b>						
552	5320	Conferences	4444 Misc Vendor for Procurement Card	PC - 41658	Parking ImageTrend Conf. 7/18-7/21/2023-2 Chiefs, 1 Inspector	129.45
553	5325	Training	1253 National Fire Protection Assn	PC - 41660	2 NFPA Books - Deputy Chief	242.15
554	6310	R&M Vehicles	8811 WashU Speedy Shine LLC	PC - 41643	Car Wash 7/28/23 Vehicle 6101 - Deputy Chief	6.00
555	6310	R&M Vehicles	4444 Misc Vendor for Procurement Card	PC - 41686	Car Wash 7/20/23 Vehicle 6102 - Deputy Chief	8.00
556	7550	Miscellaneous Expenses	5288 Dunkin Donuts, Inc	PC - 41642	Food for Highland Park Fire Meeting 7/3/23	42.67
<b>Total 100 - Administration</b>					<b>428.27</b>	

<b>Division: 710 - Emergency Services</b>						
557	5325	Training	4348 Amazon.Com	PC - 41698	Fire Inspection and Code Enforcement Book	117.95
558	5325	Training	2219 Jones & Bartlett Learning LLC	PC - 41699	4 Fire and Emergency Services Instructor Books	322.18
559	6115	Licensing/Titles	1472 IL Department of Public Health	PC - 41689	Paramedic License Renewal 7/31/23-7/31/27 - Paramedic	41.00
560	6115	Licensing/Titles	1472 IL Department of Public Health	PC - 41690	Paramedic License Renewal 7/31/23-7/31/27 - Paramedic	41.00
561	6115	Licensing/Titles	1472 IL Department of Public Health	PC - 41691	EMT License Renewal 7/31/23-7/31/27 - Lieutenant	21.00
562	6115	Licensing/Titles	1472 IL Department of Public Health	PC - 41692	Paramedic License Renewal 7/31/23-7/31/27 - Paramedic	41.00
563	6115	Licensing/Titles	1472 IL Department of Public Health	PC - 41693	Paramedic License Renewal 7/31/23-7/31/27 - Paramedic	41.00
564	6305	R&M Equipment	1557 Abt Electronics & Appliances	PC - 41677	Install Charge for Ice Maker 7/7/23 - Station 61	299.00
565	6310	R&M Vehicles	4444 Misc Vendor for Procurement Card	PC - 41681	Car Wash 7/7/23 Vehicle 6102 - Deputy Chief	12.00
566	6315	R&M Buildings & Structures	4444 Misc Vendor for Procurement Card	PC - 41653	Repair of Leak Under Ice Maker 5/30/23 - Station 61	240.00
567	7000	Office Supplies	4348 Amazon.Com	PC - 41682	White Boards, Tape, Etc.	136.76
568	7000	Office Supplies	4348 Amazon.Com	PC - 41683	Label Printer, Labels	246.64
569	7045	Supplies - Building R&M	8244 Des Plaines Ace Hardware	PC - 41700	Cord Wrap, Steel Stik, Duct Tape - Station 63	23.37
570	7200	Other Supplies	4348 Amazon.Com	PC - 41674	RAM Mounts, Cables, Etc. for Vehicles	4.18

# City of Des Plaines

## Warrant Register 09/05/2023

### JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
571	7200	Other Supplies	4348 Amazon.Com	PC - 41697	2 Folding Portable Chairs - Training Trailer	89.16
572	7200	Other Supplies	8244 Des Plaines Ace Hardware	PC - 41701	2 Weed Stop - Station 61	31.66
573	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 41675	RAM Mounts, Cables, Etc. for Vehicles	345.22
574	7320	Equipment < \$5,000	1557 Abt Electronics & Appliances	PC - 41676	Ice Maker for Station 61	2,498.00
575	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 41678	4 Command Boards	175.96
576	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 41679	Lid Organizer for Command Boards	43.00
577	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 41680	Protective Case for Command Boards	154.99
578	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 41684	Bolts with Lock and Flat Washers - Command Box	32.21
579	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 41685	Car Door Edge Guards	24.97
580	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 41687	Galvanized Steel Sheet - Command Boards	47.65
<b>Total 710 - Emergency Services</b>					<b>5,029.90</b>	

<b>Division: 720 - Fire Prevention</b>						
581	5310	Membership Dues	4840 Int'l Association of Arson Investigators	PC - 41661	Membership Dues 8/1/23-8/1/24 - Division Chief	133.00
582	7310	Publications	1253 National Fire Protection Assn	PC - 41659	NFPA Code Subscrip/NFPA Dues-Div Chf-8/20/23-8/19/24	1,727.50
<b>Total 720 - Fire Prevention</b>					<b>1,860.50</b>	

<b>Division: 730 - Emergency Management Agency</b>						
583	7000	Office Supplies	4348 Amazon.Com	PC - 41715	White Board Magnets	11.98
584	7000	Office Supplies	4348 Amazon.Com	PC - 41717	Rubber Bands, Batteries	43.84
585	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 41716	4 Tower Fans - EOC	467.20
586	7550	Miscellaneous Expenses	4444 Misc Vendor for Procurement Card	PC - 41713	Ice for EMA Volunteer Meeting 07/03/2023	15.50
587	7550	Miscellaneous Expenses	4444 Misc Vendor for Procurement Card	PC - 41714	Ice for EMA Volunteer Meeting 07/05/2023	2.50
588	7550	Miscellaneous Expenses	7759 Vistaprint Netherlands BV	PC - 41718	Banner and Hanging Supplies - EMA Special Events	140.69
589	7550	Miscellaneous Expenses	6867 Marianos	PC - 41719	Food for EMA Volunteer Meeting 7/23/23	12.00
<b>Total 730 - Emergency Management Agency</b>					<b>693.71</b>	

<b>Total 70 - Fire Department</b>					<b>8,012.38</b>
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<b>Total 100 - General Fund</b>					<b>35,724.80</b>
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<b>Fund: 260 - Asset Seizure Fund</b>						
<b>Program: 2620 - DEA</b>						
590	7320	Equipment < \$5,000	4444 Misc Vendor for Procurement Card	PC - 41601	5 Rifle Cases for TRT Marksmen	2,426.45
591	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 41603	2 Helmet Rails for TRT	34.95
592	7320	Equipment < \$5,000	5854 MidwayUSA	PC - 41605	Replacement Stock for TRT Rifle	69.70
593	7320	Equipment < \$5,000	7186 Bentley's Pet Stuff-SC	PC - 41654	Food for K9 Jager 7/17/2023	90.78
<b>Total 2620 - DEA</b>					<b>2,621.88</b>	

# City of Des Plaines

## Warrant Register 09/05/2023

### JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
<b>Program: 2640 - Forfeit</b>						
594	5325	Training	8252 American Working Dogs Inc	PC - 41618	K-9 Re-Cert (Patrol/Narcotics) 8/20-8/25/23 (Jager and Handler)	475.00
595	7200	Other Supplies	7186 Bentley's Pet Stuff-SC	PC - 41655	Shampoo, Nail Trimmer	22.48
596	7200	Other Supplies	4444 Misc Vendor for Procurement Card	PC - 41656	E-Collar System, Collar, Belt Clip	191.53
<b>Total 2640 - Forfeit</b>					<b>689.01</b>	

<b>Total 260 - Asset Seizure Fund</b>	<b>3,310.89</b>
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<b>Fund: 500 - Water/Sewer Fund</b>						
<b>Non Departmental</b>						
<b>Division: 550 - Water Systems</b>						
597	5325	Training	4444 Misc Vendor for Procurement Card	PC - 41695	2023 July 19 MCWWA Meeting - Superintendent	25.00
598	6015	Communication Services	4444 Misc Vendor for Procurement Card	PC - 41664	SCADA Notification Service - 7/02/2023 - Auto Recharge	40.02
599	7000	Office Supplies	4348 Amazon.Com	PC - 41666	Labels	19.89
600	7020	Supplies - Safety	4348 Amazon.Com	PC - 41626	Hip Boots - Water Division	178.89
601	7035	Supplies - Equipment R&M	4348 Amazon.Com	PC - 41585	Engine Kit - Water 9049	123.99
602	7035	Supplies - Equipment R&M	4348 Amazon.Com	PC - 41586	Converter and Charger - Water 9047	155.22
603	7035	Supplies - Equipment R&M	4348 Amazon.Com	PC - 41592	Relay - Water 9061	22.42
604	7040	Supplies - Vehicle R&M	5971 Whatever It Takes Transmission Parts Inc	PC - 41594	Plate and Spring - Water 9007	38.32
605	7040	Supplies - Vehicle R&M	5971 Whatever It Takes Transmission Parts Inc	PC - 41598	Transmission Parts - Water 9007	233.17
606	7040	Supplies - Vehicle R&M	5971 Whatever It Takes Transmission Parts Inc	PC - 41600	Transmission Sun Gear - Water 9007	42.26
607	7070	Supplies - Water System Maint	4348 Amazon.Com	PC - 41662	2 iPad Cases	99.96
608	7070	Supplies - Water System Maint	4348 Amazon.Com	PC - 41663	Magnetic Case, Battery Charger, 2 Screen Protectors	76.73
609	7310	Publications	1563 American Water Works Assoc (AWWA)	PC - 41570	2023 Water/Wastewater Rate Survey- 7/1/23-6/30/25-Asst Dir PW	239.00
610	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 41665	Power Inverter	33.00
611	7500	Postage & Parcel	1700 United States Postal Service	PC - 41644	Postage for Certified Mail - 7/07/2023	9.24
612	7500	Postage & Parcel	1700 United States Postal Service	PC - 41645	Postage for Certified Mail - 7/14/2023	59.92
613	7500	Postage & Parcel	1700 United States Postal Service	PC - 41646	Postage for Certified Mail - 7/21/2023	51.36
614	7500	Postage & Parcel	1700 United States Postal Service	PC - 41647	Postage for Certified Mail - 7/26/2023	51.36
<b>Total 550 - Water Systems</b>					<b>1,499.75</b>	
<b>Division: 560 - Sewer Systems</b>						
615	7035	Supplies - Equipment R&M	4348 Amazon.Com	PC - 41587	Belt Cover - Sewer 8042	45.00



**City of Des Plaines**  
**Warrant Register 09/05/2023**  
**JPMorgan Chase**

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
616	7035	Supplies - Equipment R&M	4348 Amazon.Com	PC - 41591	Gasket and Seal Kit - Sewer 8042	21.50
617	7040	Supplies - Vehicle R&M	4348 Amazon.Com	PC - 41589	Water Pumps - Sewer 8029	539.02
618	7200	Other Supplies	4348 Amazon.Com	PC - 41667	Clipboards for Trucks	149.70
<b>Total 560 - Sewer Systems</b>					<b>755.22</b>	

<b>Total 00 - Non Departmental</b>	<b>2,254.97</b>
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<b>Department: 30 - Finance</b>						
619	7000	Office Supplies	4348 Amazon.Com	PC - 41706	3-Pack Black Lead, 1 Pack Post-It Flags, Retractable Gel Pen	35.43
<b>Total 30 - Finance</b>					<b>35.43</b>	

<b>Total 500 - Water/Sewer Fund</b>	<b>2,290.40</b>
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<b>Fund: 510 - City Owned Parking Fund</b>						
620	6320	R&M Parking Lots	2965 State Fire Marshal	PC - 41628	Civic Deck Elevator Registration 07/10/2023	61.35
621	7060	Supplies - Parking Lots	4348 Amazon.Com	PC - 41629	Parking Deck Exit Lights	229.95
622	7060	Supplies - Parking Lots	4348 Amazon.Com	PC - 41630	Parking Deck Emergency Lights	246.77
623	7060	Supplies - Parking Lots	4348 Amazon.Com	PC - 41631	Metro Square Stairwell Lights	55.80
<b>Total 510 - City Owned Parking Fund</b>					<b>593.87</b>	

<b>Fund: 700 - Escrow Fund</b>						
624	2221	Taste of Des Plaines	6109 Facebook Inc	PC - 41573	Facebook Ads: Taste of DP 6/16-6/17/23 July 4th Parade 7/4/23	5.00
625	2224	Special Event - Food Truck Round Up	8910 One Plan Ltd	PC - 41606	Online Map Services for Food Truck Round Up on 8/15 and 9/19/23	671.50
626	2224	Special Event - Food Truck Round Up	6131 Game Truck Georgia LLC	PC - 41608	Game Truck for Food Truck Round Up 8/15/23	1,248.00
627	2226	Special Events - July 4th	6109 Facebook Inc	PC - 41574	Facebook Ads: Taste of DP 6/16-6/17/23 July 4th Parade 7/4/23	12.47
628	2226	Special Events - July 4th	2337 Shop & Save Market	PC - 41575	Ice for Fireworks 7/2/23	16.47
629	2226	Special Events - July 4th	4444 Misc Vendor for Procurement Card	PC - 41576	Crew Meal Fireworks 7/2/23	181.45
630	2226	Special Events - July 4th	7795 CR Flowers & Things	PC - 41607	Flowers for Parade Coordinator Volunteer on 7/7/23	90.00
631	2226	Special Events - July 4th	8668 Pro Mix & Audio Lighting Group LLC	PC - 41609	AV Staff and Equipment for Parade 7/4/23	900.00
632	2231	Escrow - Harvest Hoot	8906 Sign Gypsies NW Chicago LLC	PC - 41610	Photo Op for Harvest Hoot 10/14/23	159.00
<b>Total 700 - Escrow Fund</b>					<b>3,283.89</b>	

<b>Grand Total</b>	<b>45,203.85</b>
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# City of Des Plaines

## Warrant Register 09/05/2023

### Summary

	<u>Amount</u>		<u>Transfer Date</u>
Automated Accounts Payable	\$ 2,367,153.36	**	9/5/2023
Manual Checks	\$ 351,274.49	**	8/18/2023
Payroll	\$ 1,488,596.33		8/25/2023
RHS Payout	\$ -		
Electronic Transfer Activity:			
JPMorgan Chase Credit Card	\$ 45,203.85	**	8/25/2023
Chicago Water Bill ACH	\$ 386,758.40		8/31/2023
Postage Meter Direct Debits	\$ 3,000.00		8/16/2023
Utility Billing Refunds	\$ -		
Debt Interest Payment	\$ -		
IMRF Payments	\$ 102,200.37		8/9/2023
Employee Medical Trust	\$ -		
<b>Total Cash Disbursements:</b>	<b><u>\$ 4,744,186.80</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 September 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: August 24, 2023

To: Michael G. Bartholomew, City Manager

From: Jonathan Stytz, AICP, Senior Planner JS

Cc: John T. Carlisle, AICP, Director of Community & Economic Development JC

Subject: Zoning Text Amendment to Remove the Minimum Size Requirement for a Planned Unit Development (PUD) in a Residential District with Restrictions

**Issue:** The petitioner is requesting a citywide zoning text amendment to amend Section 12-3-5.B.3.a of the Zoning Ordinance to remove the minimum lot size requirement for a PUD on lots in the R-1 Single Family Residential, R-2 Two-Family Residential, R-3 Townhouse Residential, and R-4 Central Core Residential zoning districts for detached single-family or attached townhouse developments that consist of multiple principal buildings.

The text amendment request was filed by the owner of 180 N. East River Road (MAS Land Investments 2, LLC) concurrently with petitions for annexation, map amendment, tentative plat of subdivision, and preliminary PUD with exceptions. Ordinances that would approve these other petitions are not part of this item and will be prepared for separate consideration at a later Council meeting.

**Petitioner:** MAS Land Investments 2, LLC (Representative: Todd Polcyn, 837 N. Maple Avenue, Palatine, IL 60067)

**Owner:** N/A

**Case Number:** 23-042-AX-TA-MAP-TSUB-PUD

**PIN:** Citywide

**Ward:** None, unincorporated Cook County (future ward once annexed: #1, Alderman Mark A. Lysakowski)

**Existing Zoning:** Single Family Residential District (R4 in *Unincorporated Cook County*)

**Existing Land Use:** Single Family Residence

**Surrounding Zoning:** North: Single Family Residential District (R4) (Unincorporated Cook County)  
South: R-3, Townhouse Residential District (City of Des Plaines)

East: R-3, Townhouse Residential District (City of Des Plaines)  
West: Single Family Residential District (R4) (Unincorporated Cook County)

**Surrounding Land Use:** North: Single Family Residence (Residential)  
South: Townhouse Residences (Residential)  
East: Townhouse Residences (Residential)  
West: Single Family Residence (Residential)

**Street Classification:** North East River Road is classified as a major collector street and is under Cook County jurisdiction.

**Comprehensive Plan:** The subject property is in unincorporated Cook County and is not illustrated on the Future Land Use map in the 2019 Comprehensive Plan. However, the neighboring property abutting the subject property to the south is illustrated as multifamily residential. The Comprehensive Plan is generally supportive of exploring annexation opportunities.

**Project Description:** *Overview*  
Petitioner MAS Land Investments, LLC, owner of 180 N. East River Road, intends to annex land to the City of Des Plaines and build a townhouse development. The subject property is located in unincorporated Cook County along North East River Road and is comprised of one 40,245-square-foot (0.92-acre) parcel. The subject property is improved with a one-story, 1,665-square-foot residence, a 1,194-square-foot detached garage (including two additions), two frame sheds approximately 82 and 90 square feet in size, and a combination of concrete and gravel driveway and parking areas.

*Proposed Improvements*  
The proposal includes the removal of all existing site improvements to redevelop the subject property into a 16-unit PUD similar to the Insignia Glen PUD located directly south of the subject property at 172 N. East River Road, which is already incorporated within Des Plaines (in other words, the property subject of this request is immediately north of and contiguous to Des Plaines' corporate boundary). The proposed development consists of four separate three-story principal buildings—each with four units. The anticipated unit mix will be predominately two-bedrooms, but the floor plan is adaptable to create a third bedroom; the developer has not finalized the unit mix. Each unit will have a two-car attached garage on the lower level, living space with a balcony on the middle level, and bedrooms on the top level.

The proposal intends to mirror the general building and driveway design of the existing Insignia Glen development, built via PUD in the early 2000s, and will utilize the same private drive for access to East River Road via an existing access easement that was granted and recorded via the early 2000s PUD. For this reason, the existing gravel curb cut onto the subject property will be removed and replaced with turf and landscaping areas. New walkways are proposed along the private drive (south property line)—with walkway connections to each unit—and along North East River Road (east property line) of the subject property for pedestrian access throughout the site and connections to the existing Insignia Glen PUD. The development also proposes common green spaces for residences opposite the driveway entrances where separate front door, porch area, and walkway connections are provided.

## TEXT AMENDMENT

### **Request Description:**

#### *Overview*

As noted above, the subject property is less than an acre in size, which does not meet the current minimum two-acre requirement for a PUD pursuant to Section 12-3-5.B.3.a of the Zoning Ordinance and therefore requires a text amendment to allow the subject property to be eligible for a PUD.

#### *Proposed Text Amendment*

The petitioner has provided proposed language for Section 12-3-5.B.3.a of the Zoning Ordinance, as detailed in Ordinance Z-23-23. If the proposed amendment is approved, there would be no minimum PUD size for single-family detached and attached townhouse developments that consist of multiple principal buildings. The proposed amendments would make the proposed townhouse (single-family attached) development eligible for a PUD on the subject property because the proposed development consists of four principal buildings.

The proposed amendments would not, however, remove the existing minimum two-acre requirement for PUDs that do not meet the criteria above. For example, a proposed multifamily or commercial development would still have to meet the minimum two-acre requirement to be eligible for a PUD. The petitioner's rationale for the proposed amendments is found in the attached Petitioner's Responses to Standards for Text Amendments.

**Planning and Zoning Board (PZB) Recommendation:** The PZB held a public hearing on August 8, 2023, to consider the proposed amendments and recommended by a 6-0 vote that the City Council approve the proposal as presented by the petitioner. The rationale for the PZB's vote is captured in the attached approved minutes for the Board's August 8, 2023 meeting.

**City Council Action:** Pursuant to Section 12-3-7.D.4 and based on the Standards of 12-3-7.E., the Council has the final authority on zoning text amendments. The Council may approve, approve with modifications, or deny Ordinance Z-23-23, which includes the proposed text amendments and would allow single-family detached and attached townhouse residence PUDs of any size in residential districts.

### **Attachments:**

Attachment 1: Petitioner's Responses to Standards for Text Amendment

Attachment 2: Chairman Szabo PZB Recommendation Letter

Attachment 3: Excerpt of Approved Minutes from the August 8, 2023 PZB Meeting

### **Ordinance Z-23-23**

August 1, 2023

Insignia Glen 2, 180 N East River Road, Des Plaines, IL

**Standards For Text Amendments 180 N East River Road**

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

The property is proposed for 16 townhomes that will provide additional housing for families to the Des Plaines community. This proposed property will also add to the tax base of Des Plaines. We will be cleaning up a property that is in disarray and adding value to the community. The property is less than 2 acres but it will appear to be an extension to the townhome community to the south. The overall development will appear to be over 2 acres including the property to the south. The tax base would increase from \$0 to approximately \$100,000 per year based upon \$6,312 per unit x 16 units. This figure is based upon comparable units in Des Plaines.

- 2. Whether the proposed amendment is compatible with current conditions and the overall character of the existing development in the immediate vicinity of the subject property.**

The text amendment is needed to allow for the annexation and PUD approval of residential parcels smaller than 2 acres. There is limited developable land available around Des Plaines and smaller residential parcels need to be developed, or re-developed and the current PUD ordinance is too limiting. This development is intended to mimic the development in the area but needs to do so as a PUD to be compatible with the neighborhood. A text amendment is needed so that this parcel can be developed as a PUD.

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

City sewer and water is adjacent to the property and will be adequate for the development.

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

The current use and condition of the property has probably decreased adjacent properties' home values. These new townhomes will clean up a homesite that has been in disarray and will help increase property values in the area.

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

The property will adhere to all standards for development, building codes and enhance the area. These 16 townhomes will provide more opportunities for additional residents to live in Des Plaines which will add to the existing tax base.



August 9, 2023

Mayor Goczkowski and Des Plaines City Council  
CITY OF DES PLAINES

**Subject:** Planning and Zoning Board, 180 N. East River Road, 23-042-AX-TA-MAP-PUD-TSUB

**RE:** Consideration of a Text Amendment to Adjust the Planned Unit Development (PUD) Size Minimum Required, a Map Amendment to Rezone the Subject Property from R-1 Single Family Residential to R-3 Townhouse Residential, a Preliminary PUD to construct a 16-unit townhouse development, and a Tentative Plat of Subdivision to split the Subject Property into 17 Lots

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board (PZB) held a public hearing on August 8, 2023 to consider all requests.

1. Todd Polcyn, the representative to the petitioner MAS Land Investments 2, LLC, introduced the requests for the proposed 16-unit townhouse development on the subject property consisting of a mixture of two- and three-bedroom units. He mentioned that MAS Land Investments 2 has 35 years of experience in both single family and multi-family developments and are currently building a multi-family project in Palatine, Illinois. He added that the proposal for the subject property includes an agreement to maintain the detention area and private drive that will be served by the both the proposed PUD and the existing PUD at 172 N. East River Road located directly south.

Len Kleinjan, engineer, described the proposed improvements for the subject property—located in unincorporated Cook County—noting that, once annexed, the subject property would be rezoned to R-3 to match the existing R-3 zoning in the area. He added that the proposed townhouse PUD buildings and drive aisles are designed to mirror the existing improvements of the townhouse PUD to the south. He explained that the proposed improvements include the reconstruction of the private road and its entrance onto N. East River Road. He noted that the two proposed drive aisles will be constructed with permeable pavers with built-in volume control to handle water run-off on the subject property.

Jay Cox, architect, described the design and layout of the four proposed buildings included in the requested PUD. He noted that all proposed three-story buildings will have unique grading that will reduce the overall mass of each structure. He explained that each building is designed with a mixture of different materials including face brick, metal, and composite siding and contain unique architectural features to provide definition. While there is a typical elevation plan for the three interior buildings, the building immediately adjacent to N. East River Road will have additional building material features and face brick to improve the look of the PUD from the street.

Tom Birney, attorney, touched on the petitioner's responses to all requests included in the application. He added that the proposed townhouse PUD will be managed by a Homeowner's Association (HOA) and the petitioner has been in contact with the existing HOA for the PUD to the south to start discussions. He also reiterated that the proposal includes the removal of a curb cut off N. East River Road, which is a benefit for both the petitioner and the City as a whole.

2. PZB members asked if the private drive will be dedicated to the City in order to control parking on the subject property; if the lot directly west of the subject property will be developed as well; how the lot directly west of the subject property is accessed; and how long the subject property has been vacated. Staff responded that the private road would not be dedicated as part of the request and the City would not take jurisdictional control. However, a development agreement, which would be established for this project, could include terms for police control of the PUD if requested by the City. Mr. Birney added that some municipalities have entered into a license agreement with a developer to have police control but that it would be at the City Council's discretion. Staff confirmed that there has been no proposed development for the lot directly west of the subject property located at 210 N. East River Road. Mr. Birney confirmed that the 210 N. East River Road lot located is accessible via a shared, private driveway from the north that provides access to N. East River Road. He added that there is no existing or proposed access to this lot from the subject property. Mr. Polcyn confirmed the subject property has been vacated for four months.
3. CED staff summarized the staff report with slides providing an overview of the requests and the process surrounding each. Staff described the overview of the project for a new townhouse PUD and the multiple steps involved to both annex and entitle the proposed development. Staff noted that this step 1 of 2 for the PUD and subdivision requests as both will need to be finalized and approved by City Council. Staff also touched on the annexation component noting that the annexation request for the subject property would need to be approved prior to the final approvals for the PUD and subdivision. Staff added that the text amendment request would be effective immediately upon approval from City Council. Conversely, the map amendment ordinance would have a delayed effectiveness even after City Council approval to ensure that the remainder of the entitlement process is completed. Finally, staff identified the recommended conditions of approval and the motions before the PZB.
4. Multiple individuals from the public spoke this request with concerns related to traffic, noise, privacy, density, and water mitigation and quality. Mr. Birney responded that the petitioner can look into installing a solid fence to address the privacy concerns. Mr. Kleinjan added that the new storm sewers and volume control proposed will improve water detention and run-off on the subject property and southern PUD site.
5. The PZB split their determination into four separate motions:
  - Voting 6-0 to approve the Tentative Plat of Subdivision without any conditions;
  - Voting 6-0 to recommend that City Council approve the Text Amendments without any conditions;
  - Voting 6-0 to recommend that City Council approve the Map Amendment with staff recommended condition No. 5; and
  - Voting 6-0 to recommend that City Council approve the Preliminary PUD with staff recommended conditions Nos. 1-4.

Respectfully submitted,



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



Case 23-045- FPLAT-CU-LASR	2777 Mannheim	Final Plat of Subdivision, Conditional Use, Localized Alternative Sign Regulation
Case 23-042-AX-TA-MAP-TSUB-PUD	180 N. East River Road	Annexation, Text Amendment, Map Amendment, Tentative Plat Subdivision, Planned Unit Development
Case 23-044- V	1378 Margret	Variation

2. **Address:** 180 N. East River Road      **Case Number:**23-042-AX-TA-MAP-TSUB-PUD

The petitioner is requesting a city-wide Text Amendment to amend Section 12-3-5. B.3.a of the Zoning Ordinance to remove the minimum lot size requirement for a PUD on lots in the R-1 Single Family Residential, R-2 Two-Family Residential, R-3 Townhouse Residential, and R-4 Central Core Residential zoning districts for detached single-family or attached townhouse developments that consist of multiple principal buildings.

The petitioner is also requesting the following under the Zoning Ordinance for the property at 180 N. East River Road: (i) a Map Amendment to rezone from R-1 Single Family Residential to R-3 Townhouse Residential District; (ii) a Preliminary PUD, with exceptions for minimum lot area, building design, and required rear yard, to allow a 16-unit townhouse development; and (iii) a Tentative Plat of Subdivision to subdivide the existing single lot into 17 lots of record.

While not part of the Planning and Zoning Board’s purview, annexation of the subject property to the City of Des Plaines will be a prerequisite for final approval. The City Council has sole authority for approval of annexation, and such review and approval will happen pursuant to an annexation public hearing held later and time that will be duly noticed as required by law.

- Petitioner:** MAS Land Investments 2, LLC (Representative: Todd Polcyn, 837 N. Maple Avenue, Palatine, IL 60067)
- Owner:** Ed Del Castillo, 711 Middleton Court, Palatine, IL 60067
- PIN:** 09-09-402-007-0000
- Ward:** None, unincorporated Cook County (future ward once annexed: #1, Alderman Mark A. Lysakowski)
- Existing Zoning:** Single Family Residential District (R4 in *Unincorporated Cook County*)
- Existing Land Use:** Single Family Residence
- Surrounding Zoning:** North: Single Family Residential District (R4) (Unincorporated Cook County)  
South:R-3, Townhouse Residential District (City of Des Plaines)  
East: R-3, Townhouse Residential District (City of Des Plaines)  
West: Single Family Residential District (R4) (Unincorporated Cook County)
- Surrounding Land Use:** North: Single Family Residence (Residential)  
South: Townhouse Residences (Residential)  
East: Townhouse Residences (Residential)

Case 23-045- FPLAT-CU-LASR	2777 Mannheim	Final Plat of Subdivision, Conditional Use, Localized Alternative Sign Regulation
Case 23-042-AX-TA-MAP-TSUB-PUD	180 N. East River Road	Annexation, Text Amendment, Map Amendment, Tentative Plat Subdivision, Planned Unit Development
Case 23-044- V	1378 Margret	Variation

West: Single Family Residence (Residential)

**Street Classification:**

North East River Road is classified as a major collector street and is under Cook County jurisdiction.

**Comprehensive Plan:**

The subject property is in unincorporated Cook County and is not illustrated on the Future Land Use map in the 2019 Comprehensive Plan. However, the neighboring property abutting the subject property to the south is illustrated as multifamily residential. The Comprehensive Plan is generally supportive of exploring annexation opportunities.

**Project Description: Overview**

Petitioner MAS Land Investments, LLC, owner of the subject property, intends to annex land to the City of Des Plaines and build a townhouse development. The subject property is located in unincorporated Cook County along North East River Road and is comprised of one 40,245-square-foot (0.92-acre) parcel.

The subject property is improved with a one-story, 1,665-square-foot residence, a 1,194-square-foot detached garage (including two additions), two frame sheds approximately 82 and 90 square feet in size, and a combination of concrete and gravel driveway and parking areas as shown on the attached Plat of Survey.

*Proposed Improvements*

The proposal includes the removal of all existing site improvements to redevelop the subject property into a 16-unit PUD similar to the Insignia Glen PUD located directly south of the subject property at 172 N. East River Road, which is already incorporated within Des Plaines (in other words, the property subject of this request is immediately north of and contiguous to Des Plaines’ corporate boundary).

The proposed development consists of four separate three-story principal buildings—each with four units—as shown on the attached PUD Plat. The anticipated unit mix will be predominately two-bedrooms, but the floor plan is adaptable to create a third bedroom; the developer has not finalized the unit mix. Each unit will have a two-car attached garage on the lower level, living space with a balcony on the middle level, and bedrooms on the top level.

The proposal intends to mirror the general building and driveway design of the existing Insignia Glen development, built via PUD in the early 2000s, and will utilize the same private drive for access to East River Road via an existing access easement that was granted and recorded via the early 2000s PUD. For this reason, the existing gravel curb cut onto the subject property will be removed and replaced with turf and landscaping areas. New

Case 23-045- FPLAT-CU-LASR	2777 Mannheim	Final Plat of Subdivision, Conditional Use, Localized Alternative Sign Regulation
Case 23-042-AX-TA-MAP-TSUB-PUD	180 N. East River Road	Annexation, Text Amendment, Map Amendment, Tentative Plat Subdivision, Planned Unit Development
Case 23-044- V	1378 Margret	Variation

walkways are proposed along the private drive (south property line)—with walkway connections to each unit—and along North East River Road (east property line) of the subject property for pedestrian access throughout the site and connections to the existing Insignia Glen PUD. The development also proposes common green spaces for residences opposite the driveway entrances where separate front door, porch area, and walkway connections are provided.

### **TEXT AMENDMENT**

**Request Description:** *Overview*

As noted above, the subject property is less than an acre in size, which does not meet the minimum two-acre requirement for a PUD pursuant to Section 12-3-5.B.3.a of the Zoning Ordinance and therefore requires a text amendment to allow the subject property to be eligible for a PUD.

*Proposed Text Amendment*

The petitioner has provided the attached Proposed Text Amendments to identify the requested language in Section 12-3-5.B.3.a. Based on the proposal, there would be no minimum PUD size for detached single family and attached townhouse residence developments that consist of multiple principal buildings. The proposed amendments would allow the proposed townhouse (single-family attached) PUD on the subject property, which includes multiple residential buildings (i.e., dwellings) and represents four principal structures.

The proposed amendments would not, however, remove the existing minimum two-acre requirement for PUDs that do not meet the criteria above. For example, a single-family detached or townhouse development that consists of a single principal building would still need to be a minimum two-acres in area in order to be eligible to establish a PUD as currently required in the Ordinance. Similarly, a proposed two-family residence (i.e., duplex) or multi-family (i.e., apartment) development would also need to meet the minimum two-acre requirement in order to be eligible for a PUD. The petitioner’s rationale for the proposed amendments is found in the attached Petitioner’s Responses to Standards for Text Amendments.

### **MAP AMENDMENT**

**Request Description:** *Overview*

The subject property is currently located in unincorporated Cook County and is not classified under any zoning district classification identified in Chapter 7 of the Des Plaines Zoning Ordinance. However, upon approval of an annexation of the subject property into the municipal boundaries, absent a Map Amendment to establish an “...appropriate district

Case 23-045- FPLAT-CU-LASR	2777 Mannheim	Final Plat of Subdivision, Conditional Use, Localized Alternative Sign Regulation
Case 23-042-AX-TA-MAP-TSUB-PUD	180 N. East River Road	Annexation, Text Amendment, Map Amendment, Tentative Plat Subdivision, Planned Unit Development
Case 23-044- V	1378 Margret	Variation

classification...” (Section 12-6-3, Annexed Land), the default zoning district classification is R-1 Single Family Residential per Section 12-6-4.B. The proposed townhouse dwelling use is not allowed in the R-1 district as a permitted or conditional use but is permitted in the R-3 Townhouse Residential district as noted below.

<b>Residential Districts Use Matrix</b>				
<i>Use</i>	<i>R-1</i>	<i>R-2</i>	<i>R-3</i>	<i>R-4</i>
Dwellings, townhouse*			P	P
Planned Developments	C	C	C	C

\*This use is not allowed in the R-1 and R-2 zoning districts.

As such, the petitioner is requesting a map amendment to rezone the property, once annexed, from R-1 to R-3 to construct the proposed townhouse PUD. A PUD in the R-3 district does require approval of a conditional use permit by the City Council as noted in the table, which will be discussed in more detail in the *Preliminary PUD request* section.

*Bulk Regulations*

A townhouse dwelling use is subject to the bulk regulations in Section 12-7-2.J of the Zoning Ordinance. The table below compares the R-3 district regulations with the proposed development on the subject property.

<b>R-3 Townhouse Residential District Bulk Standards</b>		
<i>Bulk Controls</i>	<i>Required</i>	<i>Proposed</i>
Maximum height	45 ft	36 ft
Minimum front yard [east] (adjacent residential)	25 ft	35 ft
Minimum side yard		
• North (building height over 35 ft)	10 ft	10 ft
• South (building height over 35 ft)	10 ft	13 ft
Minimum rear yard [west] (building height over 35 ft)	30 ft	<b>24 ft*</b>
Minimum lot width (interior lot)	45 ft	105 ft
Minimum lot** area (interior lot)	2,800 SF per DU	<b>1,040 SF per DU*</b>
Maximum building coverage (interior lot)	None	N/A

\*Indicates that the regulation is not met; staff recommends seeking PUD exceptions for the rear yard setback and density pursuant to Section 12-3-5.C of the Zoning Ordinance. See the Preliminary PUD request section for additional details.

\*\*For fee-simple, individually platted townhouse developments, the definition and context of “Lot” has been historically interpreted to refer to individual townhouse lots of record. Therefore, with a minimum required of 2,800 square feet, when a smaller area is proposed, an exception is required.

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*Site Plan Review*

Pursuant to Section 12-3-7.D.2 of the Zoning Ordinance, a Site Plan Review is required for all map amendment requests to assess how the request meets the characteristics identified in Section 12-3-2, which are listed below along with staff’s assessment of each in relation to the current Site Plan provided by the petitioner. Note that the attached PUD Site Plan may be adjusted as necessary by the petitioner to address staff/public comments and incorporate all needs of the proposed townhouse development.

<b>Site Plan Review</b>	
<i>Item</i>	<i>Analysis (based on Proposal)</i>
The arrangement of structures on the site	<ul style="list-style-type: none"> <li>• Positions buildings to make better use of space and create separate parking and open spaces.</li> <li>• Compatible with uses to the south and east in incorporated Des Plaines</li> </ul>
The arrangement of open space and landscape improvements	<ul style="list-style-type: none"> <li>• Multiple open space and landscape areas proposed throughout development.</li> <li>• Creates a functional and desirable environment for patrons, pedestrians, and occupants.</li> </ul>
The adequacy of the proposed circulation system on the site	<ul style="list-style-type: none"> <li>• Relies solely on existing private drive for all site access, no alternate connections throughout site.</li> <li>• Minimizes curb-cuts on North East River Road</li> </ul>
The location, design, and screening of proposed off-street parking areas	<ul style="list-style-type: none"> <li>• Landscape screening of parking areas provided in between individual driveways and parking areas.</li> <li>• Provides a defined separation between pedestrian and vehicle circulation.</li> </ul>
The adequacy of the proposed landscaping design on the site	<ul style="list-style-type: none"> <li>• Adequate perimeter parking lot landscaping provided in front of and behind parking areas.</li> <li>• Intends to preserve existing trees on site.</li> <li>• Both foundation and site perimeter landscaping proposed all of sides of buildings to create an adequate a defined transition between uses.</li> </ul>
The design, location, and installation of proposed site illumination	<ul style="list-style-type: none"> <li>• Location of proposed exterior illumination is not clearly identified and should be shown.</li> </ul>
The correlation of the proposed site plan with adopted land use policies, goals, and objectives of the comp. plan	<ul style="list-style-type: none"> <li>• In line with the multifamily residential use designated for neighboring properties on the future land use map in the Comprehensive Plan.</li> <li>• Aligns with the Comprehensive Plan objective to create additional and more dense housing options.</li> </ul>

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**PLANNED UNIT DEVELOPMENT (PUD)**

**Request Description:**            *Overview*

The proposed development includes four separate principal buildings. Section 12-13-3 of the Zoning Ordinance defines a principal building as “*a non-accessory building in which a principal use of the lot, on which it is located, is conducted.*” In a townhouse development, the townhouse dwelling itself represents the principal use of the property, which is to provide:

“A room or group of contiguous rooms that include facilities used or intended to be used for living, sleeping, cooking and eating, and that are arranged, designed or intended for use exclusively as living quarters” (Section 12-13-3, Zoning Ordinance).

In short, the proposed PUD on the subject property includes attached townhouse residential units in four separate buildings (i.e., dwellings), which represent four principal structures. However, pursuant to Section 12-7-1.A of the Zoning Ordinance, not more than one principal building or structure can be located on a zoning lot, except in certain cases. In the list of available exceptions, a planned development, defined below, is the only case suitable for the proposal.

A development occurring on a parcel under single ownership or unified control which is developed as a unit and includes two (2) or more principal buildings or uses and is processed under the planned development procedure of this title” (See section 12-3-5, "Planned Unit Developments", of this title.) (Section 12-13-3, Zoning Ordinance).

The purpose of a PUD is to permit a type of development that aligns with the characteristics in Section 12-3-5.A of the Zoning Ordinance, which are listed below along with staff’s assessment of each in relation to the attached Preliminary PUD Plat provided by the petitioner.

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<b>Preliminary PUD Plat Review</b>	
<i>Item</i>	<i>Analysis (based on Proposal)</i>
A maximum choice in the types of environment available to the public by allowing a development that would not be possible under the strict application of the other sections of this title	Provides an additional housing option with increased density and multiple principal buildings that is not permitted elsewhere in the Zoning Ordinance.
Permanent preservation of common open space and recreation areas and facilities	Creates common open space and/or recreation area where there is none currently.
A pattern of development to preserve natural vegetation, topographic and geologic features	Includes a tree prevention plan to minimize impacts to vegetation and physical site features.
A creative approach to the use of land and related physical facilities that results in better development and design and the construction of aesthetic amenities	Building design/layout provides a defined separation between paved areas and common space; provides adequate screening between these areas and neighboring lots.
An efficient use of the land resulting in more economic networks of utilities, streets and other facilities	Utilizes existing private drive to reduce curb cuts onto the street and tie into existing utilities and facilities.
A land use which promotes the public health, safety, and general welfare	Transforms an under-utilized site with dilapidated/unsafe structures to a safer and beneficial use.

*Prerequisites: Location, Ownership, and Size*

PUDs are authorized in all zoning districts in the City subject to the regulations in Section 12-3-5 of the Zoning Ordinance and are required to be under single ownership and/or unified control. While the subject property is currently not owned by the petitioner, the petitioner does intend to take ownership of the property upon approval of the requests in this application and the annexation of the property. While not part of the Planning and Zoning Board’s purview, staff will require the petitioner to enter into a development and annexation agreement which will need to be approved by the City Council. The establishment of a Homeowner’s Association (HOA) will also be required to manage and maintain the proposed PUD.

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These regulations also specify minimum size requirements for PUDs depending on the zoning district for which it is located. Pursuant to Section 12-3-5.B.3.a of the Zoning Ordinance, the minimum size of a planned unit development must not be less than two acres for a property in the R-3 zoning district. Since the property is less than an acre, the proposed PUD does not meet this requirement and therefore requires a text amendment to the Zoning Ordinance to allow the proposed PUD on the subject property. See the *Text Amendment* request section earlier in the report for additional information.

*Parking Requirement*

Pursuant to Section 12-9-7, a townhouse (single-family attached) residential use requires a minimum of two off-street parking spaces per dwelling unit plus one common guest space for every four dwelling units. As such, the proposed 16-unit PUD requires a minimum of 36 off-street parking spaces: 32 for direct use of the units and four common guest spaces and two accessible spaces. The attached PUD Site Plan indicates two covered off-street garage spaces for each unit and eight standard parallel parking spaces off the private drive.

*PUD Bulk Exceptions*

As identified in the R-3 Bulk Regulations table above, the proposal does not meet the minimum rear yard, building design, and density (minimum lot area) regulations. As such, PUD exceptions are required through Section 12-3-5.C.1 (Necessity of Bulk Exceptions), Section 12-3-5.C.2 (Perimeter Yards), and Section 12-3-5.C.6 (General Design).

**TENTATIVE PLAT OF SUBDIVISION**

**Request Description:**      *Overview*

The proposal includes a subdivision of the subject property from one, 43,476-square-foot lot to 17 lots of record, including a separate lot for each of the 16 units (Lots 1-16) and one lot (Lot 17) for the common area of the PUD.

The attached Tentative Plat of Subdivision, titled Insignia Glen 2 Subdivision, shows the location, boundaries, and size of each lot, which vary from 1,040 to 1,248 square feet in size for the townhouse lots and equates to 20,986 square feet for the single common space lot proposed, totaling 39,290 square feet (0.90-acres). The remaining 4,186 square feet accounts for the portion of the property that extends into the North East River Road right-of-way, which is proposed to be dedicated to Cook County as part of this request.

*Building Lines and Easements*

The Insignia Glen 2 Subdivision shows the following easements and building lines: (i) a new 25-foot front building setback line along North East River Road where the proposed



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subdivision abuts the street; (ii) a new 10-foot side building setback line along the north and south of the proposed subdivision; (iii) a new 22-foot rear building setback line along the west boundary of the proposed subdivision; (iv) a 2.5-foot cross access easement located on 172 N. East River Road but serves the subject property; and (v) a blanket easement for ingress, egress, public and private utilities, and drainage for Lot 17.

*Subdivision Process, Required Public Improvements*

Although the petitioner’s request is for a Tentative Plat only at this time, the Board and public may benefit from understanding the requirements of a Final Plat, which is the second step in the subdivision approval process. The steps for Final Plat are articulated in Sections 13-2-4 through 13-2-8 of the Subdivision Regulations. In summary, the Final Plat submittal requires engineering plans that must be approved by the City Engineer, in particular a grading and stormwater management plan.

Ultimately a permit from the Metropolitan Water Reclamation District (MWRD) will be required for construction. Tentative Plat approval does not require submittal of engineering plans. The Engineering review is more detailed for plans at the Final Plat stage, as those are accompanied by civil drawings, which are not required at the Tentative Plat stage.

Regardless, the Department of Public Works and Engineering (PWE) has provided brief comments (attached) based on the submittal. The memo comments that the proposed 4-foot-wide walkway/sidewalk immediately north of the parallel parking should be widened to a minimum seven feet to accommodate for door swing and ability for pedestrians to pass on the walkway.

**Standards for Zoning Text Amendment:**

The following is a discussion of standards for zoning text amendments from Section 12-3-7.E of the Zoning Ordinance. Rationale for how well the proposal addresses the standards is provided in the attached petitioner responses to standards. The Board may use the provided responses as written as its rationale, modify, or adopt its own.

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

Please see the Petitioner’s Responses to Standards for Text Amendments.

PZB Additions or Modifications (if necessary): \_\_\_\_\_

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

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Please see the Petitioner’s Responses to Standards for Text Amendments.

PZB Additions or Modifications (if necessary): \_\_\_\_\_

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

Please see the Petitioner’s Responses to Standards for Text Amendments.

PZB Additions or Modifications (if necessary): \_\_\_\_\_

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

Please see the Petitioner’s Responses to Standards for Text Amendments.

PZB Additions or Modifications (if necessary): \_\_\_\_\_

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

Please see the Petitioner’s Responses to Standards for Text Amendments.

PZB Additions or Modifications (if necessary): \_\_\_\_\_

**Standards for Zoning Map Amendment:**

The following is a discussion of standards for zoning map amendments from Section 12-3-7.E of the Zoning Ordinance. Rationale for how well the proposal addresses the standards is provided below and in the attached petitioner responses to standards. The Board may use the provided responses as written as its rationale, modify, or adopt its own.

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

When annexed the subject property will automatically be classified R-1 Single-Family Residential pursuant to Section 12-6-4.B of the Zoning Ordinance, a district similar to the Single-Family Residential District (R4) for which it is classified in unincorporated Cook County. While a single-family residential district is practical for some properties and a new single-family residence could be built on the subject property once annexed, it is not the best and most efficient use of the property, especially when next to existing multiple-unit and townhouse residential developments; R-3 zoning is immediately next to this site in all directions within Des Plaines’ corporate boundaries. In addition, the expansion of housing stock and variety is listed as an overarching principal of the 2019 Comprehensive Plan, which the proposed map amendment and future PUD would accomplish.

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PZB Additions or Modifications (if necessary): \_\_\_\_\_

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

The subject property is adjacent to townhouse residential zoning to its south and east, but it also is adjacent to single-family residence zoning (Unincorporated Cook County) to its north and west. That said, the existing townhouse PUD at 172 N. East River Road directly abuts the subject property and 210 N. East River Road, both of which are zoned single-family residential (Unincorporated Cook County) and contain single-family residences. The access drive of the townhouse PUD at this address directly abuts the north property line with little to no transition between uses. However, with the current townhouse PUD proposal on the subject property, it can be argued that the proposed layout and design of the PUD would create a smoother and more defined transition between the townhouse PUD use and the single-family residences in unincorporated Cook County to the north and west. In addition, the proposal is consistent with the existing townhouse developments in the immediate area, all of which create additional housing stock and options.

PZB Additions or Modifications (if necessary): \_\_\_\_\_

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

There are no perceived concerns with the adequacy of public facilities and services for the subject property with the proposed map amendment. The anticipated use of the subject property upon approval of the map amendment would arguably improve the public facilities and services available on the site.

PZB Additions or Modifications (if necessary): \_\_\_\_\_

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

The proposed map amendment would allow for residential uses that are by nature denser in development. However, there are no perceived concerns that an allowance for denser residential uses would negatively affect surrounding properties by way of traffic, noise, fumes, dust, and odors. Staff is not aware of any issues from the existing higher density residential uses in the immediate area. In addition, it could be argued that the current state of the subject property is in disrepair, and the approval of the map amendment allows for additional residential development types, which could maximize the use of the subject property and improve its overall appearance. It is anticipated that this request could reduce any existing adverse effects on the subject property and an increase the values of neighboring properties, both of which benefit the City.

PZB Additions or Modifications (if necessary): \_\_\_\_\_

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

The proposed amendment allows for additional uses not currently eligible for the subject property given its default single-family residential zoning designation and repurposes an underutilized/run-down property.

PZB Additions or Modifications (if necessary): \_\_\_\_\_

**PUD Findings of Fact:**

The following is a discussion of standards for PUDs from Section 12-3-5 of the Zoning Ordinance. Rationale for how well the proposal addresses the standards is provided below and in the attached petitioner responses to standards. The Board may use the provided responses as written as its rationale, modify, or adopt its own.

**1. The extent to which the Proposed Plan is or is not consistent with the stated purpose of the PUD regulations in Section 12-3-5.A of this title:**

The proposed townhouse PUD generally aligns with the stated purposes of PUDs as analyzed in the Preliminary PUD Plat Review table above with a proposed multiple principal building development, designated open/common space, separate vehicular and pedestrian areas, perimeter and interior landscaping areas, and tree prevention plan, all of which foster public health, safety, and general welfare for residents.

PZB Additions or Modifications (if necessary): \_\_\_\_\_

**2. The extent to which the proposed plan meets the prerequisites and standards of the planned unit development regulations:**

The proposal is intended to meet the ownership/unified control requirements in the Zoning Ordinance. However, it does not meet the minimum size requirement, requiring a text amendment to this portion of the Zoning Ordinance to permit its construction. However, the PZB may determine that the removal of the minimum PUD size requirement for single-family and townhouse (two-family) developments with multiple principal buildings may promote more unique and multiple use developments throughout the city, which could benefit Des Plaines as a whole.

PZB Additions or Modifications (if necessary): \_\_\_\_\_

**3. The extent to which the proposed plan departs from the applicable zoning and subdivision regulations otherwise applicable to the subject property, including, but not limited to the density, dimension, area, bulk, and use and the reasons why such departures are or are not deemed to be in the public interest:**

The proposal departs from the bulk regulations in Section 12-7-2.J of the Zoning Ordinance as it includes a denser townhouse residential development that exceeds the 2,800-square-foot minimum

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lot area requirement and proposes a rear yard building setback of 22 feet, which is less than the required minimum 25-foot-setback. The proposed density is similar to the density on surrounding townhouse developments in the area and allows for additional housing stock in the City. The rear yard building setback deficiency is located on the west side of the lot, which faces a single-family residence. However, the proposed landscape screening around the perimeter of the proposed townhouse PUD is sufficient to provide a defined transition between the two uses. In the addition, the proposed development improves the current conditions of the subject property and development that is in disrepair.

PZB Additions or Modifications (if necessary): \_\_\_\_\_

**4. The extent to which the physical design of the proposed development does or does not make adequate provision for public services, provide adequate control of vehicular traffic, provide for, protect open space, and further the amenities of light and air, recreation and visual enjoyment:**

The proposed design of the townhouse PUD and layout of residential buildings allow for a distinct open space/pedestrian area for all units, consolidated paved vehicular areas, and a defined separation between the two. It does provide for some recreational space in between the residential buildings, which could foster a greater quality of life for its residents. In addition, it substantially improves the aesthetic appearance and reduces adverse effects on the subject property.

PZB Additions or Modifications (if necessary): \_\_\_\_\_

**5. The extent to which the relationship and compatibility of the proposed development is beneficial or adverse to adjacent properties and neighborhood:**

The proposal is consistent with the existing townhouse residential developments to its south and east, especially the townhouse PUD located at 172 N. East River Road, which the proposed PUD development on the subject property is intended to mirror. It also redevelops a blighted property into a multiple unit residential development that will potentially improve surrounding property values.

PZB Additions or Modifications (if necessary): \_\_\_\_\_

**6. The extent to which the proposed plan is not desirable to physical development, tax base, and economic well-being of the entire community:**

The proposal would provide additional housing stock that helps to increase the tax base for the City and improve the economic well-being of Des Plaines. It would also provide extra economic benefit through utility and public service fees that are currently not eligible for the subject property at this time.

PZB Additions or Modifications (if necessary): \_\_\_\_\_

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**7. The extent to which the proposed plan is in conformity with the recommendations of the 2019 Comprehensive Plan:**

The proposal increases housing stock and create additional housing options for residences, which aligns with the housing goals and objectives of the Comprehensive Plan. It also redevelops an underutilized property and reduces blighted areas, both of which are promoted by the Comprehensive Plan.

PZB Additions or Modifications (if necessary): \_\_\_\_\_

**PZB Procedure and Recommended Conditions:**

Under Section 13-2-3 (Planning and Zoning Board’s Procedure) of the Subdivision Regulations, the PZB has the final authority to approve, approve with conditions, or deny the Tentative Plat of Subdivision request at 180 N. East River Road.

Under Section 12-3-5.D.2.c (Procedure for Review and Decision for PUDS) and Section 12-3-7.D (Procedure for Review and Decision for Amendments) of the Zoning Ordinance, the PZB has the authority to *recommend* that the City Council approve, approve with modifications, or deny the above-mentioned requests at 180 N. East River Road. The City Council has final authority on these requests.

The PZB should take the following motions. The zoning motions can be combined or taken individually:

*Zoning Recommendations to City Council*

- A motion pursuant to Section 12-3-7.E of the Zoning Ordinance to *recommend* to City Council to approve, approve with modifications, or deny the proposed Text Amendments.
- A motion pursuant to Section 12-3-7.E of the Zoning Ordinance to *recommend* to City Council to approve, approve with modifications, or deny the proposed Map Amendment.
- A motion pursuant to Section 12-3-5.E of the Zoning Ordinance to *recommend* to City Council to approve, approve with modifications, or deny the request for a Conditional Use for a Preliminary PUD, with exceptions for minimum lot area, building design, and minimum required rear yard; and

*Subdivision Approval (Tentative Plat)*

- A motion pursuant to Section 13-2-2 of the Subdivision Regulations to approve, approve with conditions, or deny the Tentative Plat of Subdivision.

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If the PZB recommends approval, staff recommends the following conditions.

**Conditions of Approval:**

1. All proposed improvements and modifications shall be in full compliance with all applicable codes and ordinances. Drawings may have to be modified to comply with current codes and ordinances.
2. The Final PUD, plat, and site plan documents shall be revised to provide either (i) a minimum 7-foot-wide walkway/sidewalk adjacent to the proposed parallel parking or (ii) sufficient buffer through curb or planting strip to accommodate door swing, as well as any other revisions required of the Public Works and Engineering Department in the attached memo.
3. Improvements to the private drive for driveway curb cuts and on-street parking shall comply with the cross-access easement recorded with the approved PUD for the Insignia Glen development immediately to the south.
4. All governing documents for the construction and ongoing operation of the proposed development including but not limited to any development/annexation agreements, covenants, conditions, and restrictions, or any operating reciprocal easement agreements must be submitted to and approved by the City’s General Counsel prior to the recording of the Final Plat of PUD or Final Plat of Subdivision.
5. All land use and permitting approvals shall not become effective until the City finalizes approval of annexation of the subject property.

**Attachments:**

- Attachment 1: Location Map
- Attachment 2: Site and Context Photos
- Attachment 3: Photos of Existing Conditions
- Attachment 4: Petitioner’s Responses to Standards for Map Amendments, Text Amendments, & PUDs
- Attachment 5: Plat of Survey
- Attachment 6: Project Narrative
- Attachment 7: Preliminary PUD Plat (includes Site Plan)
- Attachment 8: Architectural Plans
- Attachment 9: Landscape Plan (includes Tree Preservation Plan)
- Attachment 10: Excerpt from Preliminary Engineering Plans<sup>1</sup>
- Attachment 11: Public Works and Engineering (PWE) Department Memo
- Attachment 12: Proposed Text Amendments
- Attachment 13: Tentative Plat of Subdivision

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<sup>1</sup> A full copy is available by request to the Department of Community and Economic Development.

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Chair Szabo swore in Todd Polcyn, Petitioner, Len Kleinjan, Engineer, Todd Cox, Architect and Tom Burney, Lawyer.

Mr. Polcyn described the proposed project Insignia Glen 2 at 180 North East River Road. There would be 16 Townhomes. They would be 2 and 3 bedrooms. He explained the projects they have completed in neighboring areas. He said they have a second phase of the property to the south. They are conscious about the layout being consistent. They have been in communication with the property management company for the development in the south. He stated they want to work with them and offered to share the cost to maintain the detention pond and part of the road.

Len Kleinjan, Principal with Haeger Engineering. He is a licensed land surveyor and engineer in Illinois. He explained the project location map at 180 N. East River Road. It is currently located in Unincorporated Cook County. It is just north of the City of Des Plaines limits. One of the requests is to annex and zone into R-3 which is complementary to the adjacent zoning. It will need to be subdivided and a planned unit development is requested. To allow to be a Planned Unit Development. They will need a text amendment to change the size. This property was not considered in the comprehensive plan but appears to be an extension of that area. The intent of the project was to mirror the 16 units on the south for Insignia Glen. Mr. Kleinjan was part of that project in 2002 with Haeger Engineering. Access was granted with the private road with the hope that this development would come to Des Plaines. As part of this request, improvements are included, such as a new entrance along River Rd. Improvements and maintenance costs are associated with this project.

Mr. Kleinjan explained the improvements and new entrance to River Road and the private road. He displayed photos of the property condition. He described the Planned Unit Development site plan. There would be 16 lots. They would be 20 x 52 and 24 x 52 for the corner units. Each townhome will be in its own lot. There is also a common lot with shaded open space. The driveways will be aligned with the south driveways. There will be two car garages. 4 spaces, two in the garage and two in the driveway, are planned. They also propose 8 parallel parking spaces on the development. There is also an extension of the sidewalks that will connect to existing sidewalks.

He stated there is also a preliminary PUD associated with this request that includes what is proposed along with utilities, commercial entrance, water and sewer extensions, driveway and drainage improvements. They will use permeable pavers and large rocks that will help with infiltration to help with volume control. The PUD shows the area and neighborhood conditions. This property is on a hill, and it flows in each direction. Most is draining to the south and it will end up going to E River Rd and the other part will go to the Insignia Glen drainage system and to the Cook County Forest Preserve. They need to subdivide to create the lots for city approval. The slide shows the proposed dedications. They will be subdividing the 16 lots and the common space proposed.

Mr. Kleinjan said that the landscape architect is not here. They are proposing landscaping around the units and in front of the building. There is also a 6-foot board on board fence along the edge of



Case 23-045- FPLAT-CU-LASR	2777 Mannheim	Final Plat of Subdivision, Conditional Use, Localized Alternative Sign Regulation
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the property. The landscape plan includes a tree preservation plan. Many trees cannot be saved, but some will be preserved if they can.

Jay Cox, Architect with Cobu Architecture Studio stated they utilized the footprints by Haeger to create this design. They looked at the neighborhood, site size, grading and integration into Des Plaines. Mr. Cox stated since these are an extension of the homes to the south, they have been considerate and complimentary to that development. It is important to note the elevations are simplified but the materials and design elements are consistent with the development to the south. These units will look the same as the adjacent development. He displayed an elevation slide. He describes the design guidelines, other townhome in Des Plaines and exteriors of Insignia One. He displayed slides showing the front, side and back of the development. He displayed slides of the floor plans including lower, main, and upper floor and detailed unit plans.

Tom Burney has been a land use Attorney for 43 years. He explained the Developer Request. He went over pages 31-37 of the packet which includes the Map Amendment, Text Amendment and Planned Unit Development. He stated that they have been in contact with the Homeowner's Association. He explained the offer to pay 43% of the maintenance of the road and the detention pond. He stated that the two developments would be partners. He stated that they will be adding a new base on the road that will improve the conditions. He stated that the annexation would be a blessing. The property is in disrepair. Once the property is in Des Plaines it will have to follow the rights and obligations. He stated that it is time for the property to come into the rules and regulations. When the property is a PUD, the city will have tools to get what the developer promises. When you look on the zoning map Len showed, everything that the city has zoned in here is R-3. A couple of extra units in this development make sense given the challenges this developer is facing. There is a setback in the rear yard that will be landscaped for the property owner to the west. Those two departures are not out of line, and they are warranted. He stated your responsibility is to determine if this proposed use promotes the public welfare and impact the quiet use and enjoyment. He believes it will do these things and hopes that at the conclusion of the presentations and the hearings that you will recommend approval.

Jonathan Stytz, Senior Planner gave the staff report. He explained the request for 180 North East River Road which includes Annexation, Text Amendment, Map Amendment, Tentative Plat of Subdivision and Planned Unit Development. He reviewed the slides which include Location Map and Background, Site Photos, Overview of Requests, Text Amendments, Existing Standards and Proposed Amendments, Map Amendment, Consideration and Proposed Map Amendment, Proposed PUD Site Plan, Site Plan Review, Preliminary PUD, Proposed PUD Site Plan, Proposed Elevations, Proposed Floor Plans, Tentative Plat of Subdivision, Tentative Plat of Insignia Glen 2 Subdivision and PZB Considerations

Member Catalano asked about the alleys. Are people able to park there?

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Mr. Burney said that they have seen some cities that allow for police power to police those kinds of parking things. This could be entered with a development agreement.

Member Hofherr stated that the property nearby is shown as R-4 single family on the map, are there plans to develop this location at a later time? Has the City discussed this? How do they get to the property? Is that a public access road though?

Mr. Burney stated no, there is a weird flag lot on the Cook County parcel. There is a road that snakes north and gets access to the road.

Mr. Stytz stated there has been no requests to the City that involve the development of that property. The access road is most likely a shared driveway.

Member Hofherr asked if someone comes in for a development back there, would there be proper access to develop that property? He was surprised that this developer isn't looking into adding another set of buildings there. His thought is there that with the private road you are planning, at the west end, you could make access to that property. If you had buildings there, you could access from there.

Mr. Burney stated there is the cul-de-sac bulb at the existing Insignia Glen that goes back. I am not sure the city has reserved that R-4 existing area. Between the two properties, it is possible to provide it. The client was not able to get that property.

Mr. Kleinjan stated the current property has access to the north. There is an access easement that comes down to the South. I am not sure if they are owned by the same person, but you can see the access easement on the aerial. There is no access through this property.

Chair Szabo asked if anyone in the audience has questions.

Chair Szabo swore in Linda Rettberg: 172 N. E. River Rd. She said her concern is traffic. They have 21 units with two people per unit with 2 cars. If the 16 units are built, that will be an additional 32 cars, 74 cars with the existing development. She said that is a lot of traffic for a small road along with delivery trucks. Plus, they have family and friends around the holidays. They like having that curve on the north end of the private road although most people use the south part to be closer to the unit they are visiting. She also stated there is a lot of people walking with children and young families with dogs. She doesn't see that a small road can help accommodate the additional traffic. Ms. Rettenburg also stated as far as the HOA, this would be additional work for them. She is a board member and there are two other board members here. They have full time jobs and families.

Chair Szabo swore in Piotr Niewiaowski, 210 N. E. River Rd: He stated that they are the R-4 property to the west. They are concerned with drainage and privacy. They are one of the properties the lawyer mentioned. They mentioned a 6-foot fence. He stated that the property already gets a lot of water. They would like some water mitigation. There is a retention pond at the Insignia property.

Case 23-045- FPLAT-CU-LASR	2777 Mannheim	Final Plat of Subdivision, Conditional Use, Localized Alternative Sign Regulation
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They are concerned about the elevated property proposed. He suggested 8 ft or taller privacy fence. He stated the access road is shared with ComEd and has access to the forest preserve.

Chair Szabo asked if that is access for people to the north and if they share the driveway to this property.

Mr. Niewiaowski stated when the road is west, that is ComEd, when it goes south it is joint ownership with the property owner there.

Chair Szabo swore in Monica Smith, 160 N. E. River Rd: She stated she has a few concerns. They own the R-4 property north to the development. They have a single-family home. There was mention of the fabric of the neighborhood. She stated that fabric is divided and not all townhomes. There are single family homes too. Their concern is privacy with a three-story building looking to the backyard. It is a different quality of life with that many windows. Another concern is noise and 32 cars for parking in garages. Water runoff is a concern. Their water is on a well. It seems densely planned. I am not sure if the retention pond will be enlarged.

Member Veremis said that the property there now is a single-family home. She asked how long it has been vacant.

Todd Polcyn stated that he purchased the property four months ago.

Mr. Burney stated as far as the privacy fence, they can evaluate with staff if an 8-foot fence would be a significant difference. They have seen pictures of what they have been living next to for many years. I would suggest this is a great improvement. They are sensitive to privacy too. In terms of water, is there any community in Chicago that doesn't know more about drainage and flooding than Des Plaines? They will not get approval unless we meet all requirements. They will not increase the flooding problem and in fact will improve it.

Chari Szabo asked if they could please be specific about the flood and sewer plan.

Mr. Kleinjan stated that they do understand there are drainage concerns. The site is on a hill, and it flows in all directions. There is drainage to the north and west. With the improvements, they will have storm sewers and will drain to the permeable paver where there is volume control under the drive ports to hold the water. The water will be sent through the Insignia Glen project into the detention pond and into the forest preserve. The neighbors to the west will have the water issue they are experiencing now that are improved.

Member Weaver stated he commends the petitioner for the permeable pavers, we need more of that in Des Plaines and I thank you for doing that. He asked a question for the staff – staff has drafted 4 motions and 5 conditions of approval. Given the PUD nature of this, the conditions of approval apply all over the place to some motions more than others. If we vote separately, which conditions apply to each motion?

Case 23-045- FPLAT-CU-LASR	2777 Mannheim	Final Plat of Subdivision, Conditional Use, Localized Alternative Sign Regulation
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John Carlisle stated all conditions are intended to apply for a PUD. A map and text amendment can't be conditioned. It is tied to the PUD which is the fourth of the requests. He said -let me correct myself – the City Attorney has advised that the map amendments effectiveness to be delayed as a procedural order of operations. The annexation must be approved by Council before the R-3 zoning can take into effect. Condition 5 addresses that. That could be a preliminary PUD condition, but condition 5 is to be expressed in the council approval.

Member Weaver asked if they don't annex, then none of this will matter.

Mr. Carlisle stated except the text amendment, that will apply to all of the city, and it is independent.

Mr. Burney stated for the record, we have no objection to any of the conditions.

**A motion was made by Board Member Catalano seconded by Board Member Saletnik to recommend to City Council approval of the Tentative Plat of Subdivision as requested.**

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

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

**A motion was made by Board Member Catalano seconded by Board Member Saletnik to recommend to City Council approval of the Text Amendment as requested.**

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

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

Case 23-045- FPLAT-CU-LASR	2777 Mannheim	Final Plat of Subdivision, Conditional Use, Localized Alternative Sign Regulation
Case 23-042-AX-TA-MAP-TSUB-PUD	180 N. East River Road	Annexation, Text Amendment, Map Amendment, Tentative Plat Subdivision, Planned Unit Development
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**A motion was made by Board Member Catalano seconded by Board Member Saletnik to recommend to City Council approval of the Map Amendment with condition number 5.**

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

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

**A motion was made by Board Member Catalano seconded by Board Member Weaver to recommend to City Council approval of the Conditional Use for Preliminary PUD as requested with staff conditions 1-4.**

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

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

CITY OF DES PLAINES

ORDINANCE Z - 23 - 23

**AN ORDINANCE AMENDING SECTION 12-3-5 OF THE DES PLAINES ZONING ORDINANCE TO ELIMINATE THE MINIMUM REQUIRED SIZE FOR SINGLE-FAMILY DETACHED AND ATTACHED TOWNHOUSE RESIDENTIAL PLANNED UNIT DEVELOPMENT IN THE RESIDENTIAL DISTRICTS. (CASE #23-042-AX-TA-MAP-TSUB-PUD)**

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

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

**WHEREAS**, Section 12-3-5 of the Zoning Ordinance identifies various regulations for a Planned Unit Development ("**PUD**"), including the minimum size required for a PUD based on the zoning district of the property, as established in the Zoning Ordinance ("**PUD Regulations**"); and

**WHEREAS**, MAS Land Investments 2, LLC ("**Petitioner**"), contract purchaser of the property at 180 N. East River Road, Des Plaines, Illinois, applied for approval of an amendment to Section 12-3-5 of the Zoning Ordinance to remove the minimum size requirement for a PUD in a residential district for a single-family detached and attached townhouse residential PUD with multiple principal buildings, where the minimum PUD size is currently two acres ("**Proposed Amendment**"); and

**WHEREAS**, a public hearing by the PZB to consider the Proposed Amendment was duly advertised in the Des Plaines Journal on July 19, 2023, and held by the PZB on August 8, 2023; and

**WHEREAS**, the PZB voted 6-0 to recommend approval of the Proposed Amendment; and

**WHEREAS**, the PZB forwarded its recommendation in writing to the City Council on August 17, 2023; and

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

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

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

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

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

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

**SECTION 3. COMMERCIAL USE MATRIX.** Sub-section B, titled “Prerequisites; Location, Ownership And Size”, of Section 12-3-5, titled “Planned Unit Developments,” of Chapter 3, titled “Development Review Procedures,” the Zoning Ordinance is hereby amended to read as follows:

**“12-3-5: PLANNED UNIT DEVELOPMENTS:**

\* \* \*

**B. Prerequisites; Location, Ownership And Size:**

1. Planned unit developments are authorized in each of the following zoning districts of this title subject to the regulations of this section.
2. The site of a planned unit development must be under single ownership and/or unified control.
3. The minimum size of a planned unit development shall be not less than:
  - a. In the R-1, R-2, R-3, and R-4 zoning districts: Two (2) acres; **provided, however, that there is no minimum size for detached single-family and attached townhouse developments consisting of multiple principal buildings.**
  - b. In the C-1, C-2, C-3 and C-4 zoning districts: Two (2) acres;
  - c. In the C-5 zoning district: One acre;
  - d. In the C-7 zoning district: Ten (10) acres; and
  - e. In the M-1, M-2, M-3 and I-1 zoning districts: Two (2) acres.

\* \* \*

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

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

**[SIGNATURES ON FOLLOWING PAGE]**

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

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

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

**VOTE:** Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Absent \_\_\_\_\_

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

ATTEST:

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

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

Approved as to form:

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

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

DP-Ordinance Eliminating Minimum PUD Size in Residential Districts for Single-Family Detached and Attached Townhouse PUDs with Multiple Principal Buildings

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





COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: August 24, 2023
To: Michael G. Bartholomew, City Manager
From: John T. Carlisle, AICP, Director of Community and Economic Development
Samantha Redman, Planner
Subject: Consideration of Major Variations for Trellis Height and Width in the R-1 District at 1378 Margret Street

Issue: The petitioner is requesting Major Variations to allow an 8-foot-tall and 50-foot-wide trellis in the interior side yard at 1378 Margret Street where a maximum height of six feet and a maximum width of eight feet are permitted.

Petitioner: Patrick Howe, 1378 Margret Street, Des Plaines, IL 60018
Owner: Patrick Howe, 1378 Margret Street, Des Plaines, IL 60018
Case Number: 23-044-V
PIN: 09-20-314-012-0000
Ward: #3, Alderman Sean Oskerka
Existing Zoning: R-1 Single Family Residential district
Existing Land Use: Single Family Residence
Surrounding Zoning: North: R-1 Single Family Residential district
South: R-1 Single Family Residential district
East: R-1 Single Family Residential district
West: R-1 Single Family Residential district
Surrounding Land Use: North: Single Family Residence (Residential)
South: Single Family Residence (Residential)
East: Single Family Residence (Residential)
West: Single Family Residence (Residential)
Street Classification: Margret Street and Forest Avenue are classified as local roads.

**Comprehensive Plan:** The Comprehensive Plan illustrates the site as residential.

**Zoning/Property History:** Based on City records, the subject property was annexed into the City in 1953 and has been used as a single-family residence.

**Background:**

*Structure Installation and Enforcement*

In April 2022, an eight-foot-tall structure, attached to a fence, was erected at 1378 Margret Street close to the north property line between 1368 and 1378 Margret. A code enforcement case was opened to address any violations associated with the structure. Initially, the structure was classified as a “fence,” and a violation was issued for the fence exceeding the allowable height. Section 12-8-2 allows for solid fences in the side yards up to six feet in height. The structure measured eight feet from grade to the top of the structure.

Between April and October 2022, City staff completed several site visits and meetings with the property owner/petitioner to discuss this structure. In October 2022, a Final Zoning Decision Letter classified the structure as a “trellis,” based on the fact that the structure had been detached from the fence and the Zoning Ordinance at the time (which has since been amended) permitted a trellis to be up to eight feet in height and located at least one foot away from the lot line.

Zoning amendments were approved by City Council on April 3, 2023 that (i) define fence and trellis separately and (ii) limit trellises’ size, location, and width. The proposed structure would not comply with maximum height (8 feet instead of 6 feet) or width (50 feet instead of 8 feet). It was not able to be classified as a “nonconforming structure” per Section 12-5-6 because it was not lawfully established; an inspection in mid-April revealed the structure was taller than 8 feet, or the prior height limitation, and therefore could not be considered lawful. The property owner was required to remove the existing structure, which they did, and chose to apply for a variation from the new trellis rules to re-install the former structure.

*Recent Text Amendments for Fences, Trellises, and Arbors*

The text amendments to clarify regulations and add terms for fences, trellises, and arbors were approved through Ordinance Z-6-23. The following definitions have been established for fence and trellis:

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

In addition to the new definitions, a summary of the new trellis regulations—as they relate to the petitioner’s request—are below.

- **Location:** Trellises are permitted in all required front, side, corner-side, or rear yards or the buildable area with some limitations;
- **Height:** Allows trellises up to six feet in height in the interior side yards;
- **Width:** Trellises cannot exceed 8 feet in width;

- **Material:** Trellises must be constructed of wood, wrought iron, vinyl, or similar decorative material; and
- **Separation:** Trellises may not be attached to or located less than six feet from other trellises.

**Project Description:**

*Overview*

The petitioner, Patrick Howe, has requested major variations to allow an 8-foot-tall and 50-foot-wide trellis structure. Plans for the proposed structure are attached. The subject property consists of a 9,081-square-foot (0.21-acre) lot with a 1,285-square-foot, two-story house, one frame shed, a large playground structure, and a deck. The petitioner provided photos of the previous trellis structure prior to dismantling to resolve code enforcement violations.

In the Responses to Standards, the petitioner indicated that the proposed structure would be used as a support for climbing plants. However, the photos display several arborvitaes, which do not require support unless recently planted or damaged<sup>1</sup>, and no evidence of climbing plants that are typically in need of a trellis for support. Nonetheless, if the Council accepts that the structure’s purpose would be for plant support, the petitioner’s desired height and width of the trellis would require variation from Sections 12-7-1.C and 12-8-14.B.1 of the Ordinance.

*Council Considerations*

Based on the substantial size, positioning, and design of the structure in question, the Council may wish to analyze if the true intent/utilization of the structure, as proposed to be designed, is more to serve as a barrier to screen the petitioner’s property from view from the neighbor instead of a structure for the primary purpose of providing support for climbing plants. Further, the Council may inquire as to what plantings the petitioner intends to install on the property that necessitate an 8-foot-tall, 50-foot-wide trellis structure, or namely why alternative plantings that do not need support from other structures were not installed in its place. See staff’s analysis of the variation standards in the attached excerpt from PZB minutes, as well as attached public comment.

**PZB Recommendation and Conditions:** The PZB held a public hearing on August 8, 2023 to consider the request. Their rationale for recommendations is captured in the excerpt to the approved minutes from the meeting. The PZB voted 6-0 to *recommend denial* of the major variations. 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 would be approved by Ordinance Z-24-23. Should the City Council vote to approve the request, the following conditions are recommended. These are incorporated in the approving ordinance:

**Conditions of Approval:**

1. The installation and maintenance of the Proposed Trellis does not create any drainage concerns for neighboring properties.
2. The proposed trellis must be used to support vines or climbing plants.

---

<sup>1</sup> University of Minnesota Extension, 2020, *Planting and Growing Guides: Staking and guying trees*, <https://extension.umn.edu/planting-and-growing-guides/staking-and-guying-trees>

**Attachments:**

Attachment 1: Location Map

Attachment 2: Staff Site Visit Photos

Attachment 3: Photos from Petitioner of Previous Trellis Structure

Attachment 4: PZB Chairman Szabo Memo to Mayor and City Council

Attachment 5: Excerpt of Approved Minutes from the August 8, 2023 PZB Meeting

Attachment 6: Public Comment

**Ordinance Z-24-23**

Exhibit A: Petitioner's Narrative and Response to Standards

Exhibit B: Proposed Site Plan

Exhibit C: Proposed Trellis Diagram

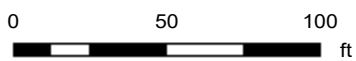


### Legend

Subject Site

Zoning

R-1: Single Family Residential



Print Date: 8/3/2023

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.



Attachment 2

Public Notice Sign



View of fences and overview of area where trellis is proposed



Closer view of area for proposed trellis structure, photo facing southwest towards subject property



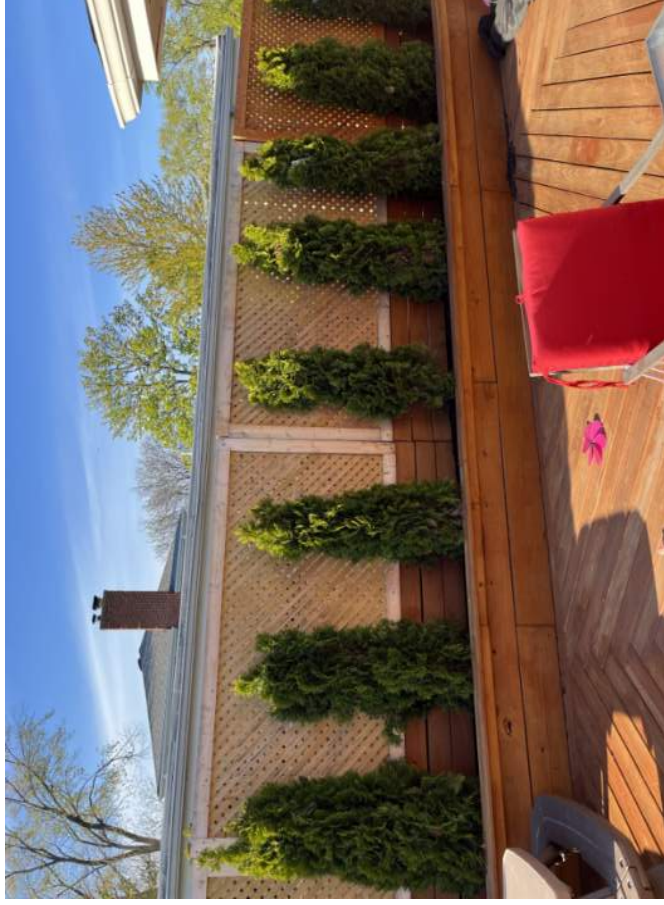
Closer view of area for proposed trellis, photo facing northwest away from subject property

**Petitioner Provided Photos of Previous/Proposed Trellis Structure**



**Attachment 3**

**Previous Trellis Structure, facing north away from subject property**



**Previous Trellis Structure, facing north away from subject property**



**Previous Trellis Structure, facing north away from subject property**



August 9, 2023

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

**Subject:** Planning and Zoning Board, Conditional Use Permit, Case # 23-044-V  
**RE:** Consideration of Major Variation for Trellis Height and Width

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board (PZB) met on August 8, 2023 to consider a major variation for 1378 Margret St.

1. The petitioner explained their request: major variation to install a trellis too wide and tall to meet zoning regulations. The petitioner explained the original construction of the structure, intended to provide screening from a raised deck they installed. The trellis was taken down and put back up again several times upon request by City staff after it was demonstrated the trellis was out of compliance. In 2022, the structure was interpreted by City staff to be a trellis and it was allowed to persist at the property under the old trellis rules. The petitioner mentioned new trellis rules were approved after this structure was in place. However, when staff measured the structure in April 2023, it was too tall to meet any of the trellis rules, old or new, and the petitioner was instructed to remove it and request a major variation. The petitioner is requesting this variation to allow a trellis that will support the arbor vitae and ivy located on their property.
2. Staff provided a presentation on the staff report, explaining the request and existing conditions. Staff discussed briefly the existing conditions, the previous code enforcement issues, the request, and the previous and current zoning rules surrounding trellises versus fences. Staff concluded the presentation by requesting the board review the standards for variation by both the petitioner and the staff. The Board asked about timeline for the trellis code enforcement issues. Initially, the trellis was attached to the fence and considered a fence. However, the petitioner was instructed to detach the trellis from the fence and move it 1 foot away, which would meet the previous trellis rules that allowed for trellis to be located 1 foot away from the property line and eight feet in height. However, staff observed the trellis was not moved far enough away from the fence and the petitioner was required to take the structure down. The structure was reconstructed in spring 2023 and staff observed during inspection that the trellis was too tall and the petitioner was instructed to take it down and apply for a variation. The Board asked about the height of the neighbors fence; staff stated the fence is 6 feet tall, as permitted. The Board discussed that they felt this structure is classified as a fence rather than a trellis.
3. Public comment was provided by neighbors and a neighbor's representatives. Neighbors did not support the granting of this variation because it was out of character with the neighborhood and the request did not meet any of the variation standards.



4. The Planning and Zoning Board *recommended* (6-0) that the City Council *deny* the major variation.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "James S. Szabo". The signature is fluid and cursive, with a long horizontal stroke at the end.

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



**DES PLAINES PLANNING AND ZONING BOARD MEETING**  
**August 8, 2023**  
**DRAFT MINUTES**

**Address:** 1378 Margret Street

**Case Number:** 23-044-V

The petitioner is requesting Major Variations to allow an 8-foot-tall and 50-foot-wide trellis in the interior side yard at 1378 Margret Street where a maximum height of six feet and a maximum width of eight feet are permitted.

**PIN:** 09-20-314-012-0000

**Petitioner:** Patrick Howe, 1378 Margret Street, Des Plaines, IL 60018

**Owner:** Patrick Howe, 1378 Margret Street, Des Plaines, IL 60018

**Petitioner:** Patrick Howe, 1378 Margret Street, Des Plaines, IL 60018

**Owner:** Patrick Howe, 1378 Margret Street, Des Plaines, IL 60018

**PIN:** 09-20-314-012-0000

**Ward:** #3, Alderman Sean Oskerka

**Existing Zoning:** R-1 Single Family Residential district

**Existing Land Use:** Single Family Residence

**Surrounding Zoning:** North: R-1 Single Family Residential district  
South: R-1 Single Family Residential district  
East: R-1 Single Family Residential district  
West: R-1 Single Family Residential district

**Surrounding Land Use:** North: Single Family Residence (Residential)  
South: Single Family Residence (Residential)  
East: Single Family Residence (Residential)  
West: Single Family Residence (Residential)

**Street Classification:** Margret Street and Forest Avenue are classified as local roads.

**Comprehensive Plan:** The Comprehensive Plan illustrates the site as residential.

**Zoning/Property History:** Based on City records, the subject property was annexed into the City in 1953 and has been used as a single-family residence.

### **Background:**

#### *Structure Installation and Enforcement*

In April 2022, an eight-foot-tall structure, attached to a fence, was erected on the north property line between 1368 and 1378 Margret Street. A code enforcement case was opened to address any violations associated with the structure. Initially, the structure was classified as a “fence” and a violation was issued for the fence exceeding the allowable height. Section 12-8-2 allows for solid fences in the side yards up to six feet in height. The structure measured eight feet from grade to the top of the structure.

Between April and October 2022, City staff completed several site visits and meetings with the property owner/petitioner to discuss this structure. In October 2022, a Final Zoning Decision Letter classified the structure as a “trellis,” based on the fact that the structure had been detached from the fence and the Zoning Ordinance at the time (which has since been amended) permitted a trellis to be up to eight feet in height and located at least one foot away from the lot line.

Zoning amendments were approved by City Council on April 3, 2023 that (i) define fence and trellis separately and (ii) limit trellises’ size, location, and width. The structure is not in compliance with maximum height (8 feet instead of 6 feet) or width (50 feet instead of 8 feet). The structure was not able to be classified as a “nonconforming structure” per Section 12-5-6 because it was not lawfully established; an inspection in mid-April revealed the structure was taller than 8 feet, or the prior height limitation, and therefore could not be considered lawful. The property owner was required to remove the existing structure, which they did, and chose to apply for a variation from the new trellis rules to re-install the former structure.

#### *Recent Text Amendments for Fences, Trellises, and Arbors*

The text amendments to clarify regulations and add terms for fences, trellises, and arbors were approved through Ordinance Z-6-23. The following definitions have been established for fence and trellis:

- **FENCE:** A structure used as a barrier or boundary to enclose, divide, or screen a piece of land. The term “fence” includes fences, walls, and other structural or artificial

barriers that function as a wall or a fence. For the purposes of this Title, the term "fence" does not include arbors, trellises, or naturally growing shrubs, bushes, and other foliage. Fences must be made of wood, vinyl, metal, masonry, or combination thereof. The height of a fence is measured from the immediately adjacent finished grade to the highest point of the fence.

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

In addition to the new definitions, a summary of the new trellis regulations—as they relate to the petitioner’s request—are below.

- **Location:** Trellises are permitted in all required front, side, corner-side, or rear yards or the buildable area with some limitations.
- **Height:** Allows trellises up to six feet in height in the interior side yards.
- **Width:** Trellises cannot exceed 8 feet in width.
- **Material:** Trellises must be constructed of wood, wrought iron, vinyl, or similar decorative material; and
- **Separation:** Trellises may not be attached to or located less than six feet from other trellises.

### **Project Description:** *Overview*

The petitioner, Patrick Howe, has requested a major variation to allow an 8-foot-tall and 50-foot-wide trellis structure. Plans for the proposed structure are attached. The subject property consists of a 9,081-square-foot (0.21-acre) lot with a 1,285-square-foot, two-story house, one frame shed, a large playground structure, and a deck. The petitioner provided photos of the previous trellis structure prior to dismantling to resolve code enforcement violations.

In the Responses to Standards, the petitioner indicated that the proposed structure would be used as a support for climbing plants. However, the photos display several arborvitaes, which do not require support unless recently planted or damaged<sup>1</sup>, and no evidence of climbing plants that are typically in need of a trellis for support. Nonetheless, if the PZB accepts that the structure’s purpose would be for plant support, the petitioner’s desired height and width require variation from Sections 12-7-1.C and 12-8-14. B.1 of the Ordinance.

### *PZB Considerations*

Based on the substantial size, positioning, and design of the structure in question, the PZB may wish to analyze if the true intent/utilization of the structure, as proposed to be designed, is more to serve as a barrier to screen the petitioner’s property from view from the neighbor instead of a structure for the

<sup>1</sup> University of Minnesota Extension, 2020, *Planting and Growing Guides: Staking and guying trees*, <https://extension.umn.edu/planting-and-growing-guides/staking-and-guying-trees>

primary purpose of providing support for climbing plants. Further, the PZB may inquire as to what plantings the petitioner intends to install on the property that necessitate an 8-foot-tall, 50-foot-wide trellis structure, or namely why alternative plantings that do not need support from other structures were not installed in its place. See staff's analysis of the variation standards. Refer to attachment for public comment received for this project.

**Variation Findings:** Variation requests are subject to the standards set forth in Section 12-3-6(H) of the Zoning Ordinance. Rationale for how the proposed amendments would or would not satisfy the standards is provided below and in the attached petitioner responses to standards. The Board may use the provided staff comments as its rationale, modify, or adopt its own.

- 1. Hardship: No variation shall be granted pursuant to this subsection H unless the applicant shall establish that carrying out the strict letter of the provisions of this title would create a particular hardship or a practical difficulty.**

*Comment:* Considering the other opportunities available, the zoning challenges encountered do not rise to the level of hardship or practical difficulty. The petitioner argues that the arborvitae and ivy require a trellis to support their growth. Thuja, commonly called "arborvitae" are a genus of evergreen trees popular for providing screening and privacy on properties either in lieu of or in addition to a fence, with some species native to the Midwest. Arborvitae prefer full sun exposure and are known for their hardiness and their compact but tall appearance.<sup>2</sup> Like many trees, arborvitae may temporarily require support with stakes when freshly planted, but improper or long-term support of the tree can be damaging.<sup>3</sup> Staff were unable to find any planting guides that suggested long term use of supports or the use of a trellis to provide support for a tree. On the other hand, ivy may require a trellis for growth, depending on the species. However, the photos and documents provided by the petitioner did not indicate any ivy is currently growing nor the type of ivy. Overall, staff were unable to validate the claim that a trellis of this size is necessary to support the existing or proposed plants.

Approval would allow a structure that is six times the allowable width. Through either testimony in the public hearing or via the submitted responses, the Board should review, question, and evaluate whether a hardship or practical difficulty exists.

PZB Additions or Modifications (if necessary): \_\_\_\_\_

<sup>2</sup> Ohio Department of Natural Resources, *Arborvitae*, <https://ohiodnr.gov/discover-and-learn/plants-trees/scale-like-leaves/arborvitae-thuja-occidentalis>

<sup>3</sup> University of Minnesota Extension, 2020, *Planting and Growing Guides: Staking and guying trees*, <https://extension.umn.edu/planting-and-growing-guides/staking-and-guying-trees>

2. **Unique Physical Condition:** The subject lot is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use, structure, or sign, whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the subject lot that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current owner of the lot.

*Comment:* The subject property is a typical rectangular, corner lot that is neither exceptional to the surrounding lots nor contains unique physical features that prevent the petitioner from complying with the appropriate regulations. As there are ample opportunities for the petitioner to locate a code-compliant trellis or trellises on the subject property, the request for an 8-foot-tall and 50-foot-wide trellis appears to be more of a personal preference of the property owner instead of a definable unique physical condition.

PZB Additions or Modifications (if necessary): \_\_\_\_\_

3. **Not Self-Created:** The aforesaid unique physical condition is not the result of any action or inaction of the owner or its predecessors in title and existed at the time of the enactment of the provisions from which a variance is sought or was created by natural forces or was the result of governmental action, other than the adoption of this title.

*Comment:* Any perceived unique physical conditions or hardships created from these items are a direct result of the actions of the property owner. The petitioner has not yet provided evidence that the proposed planting requires a structure of this size to sustain its vitality.

PZB Additions or Modifications (if necessary): \_\_\_\_\_

4. **Denied Substantial Rights:** The carrying out of the strict letter of the provision from which a variance is sought would deprive the owner of the subject lot of substantial rights commonly enjoyed by owners of other lots subject to the same provision.

*Comment:* Enforcing the trellis height and width requirements does not deny the property owners from constructing a trellis on their property but requires said trellis structure to conform with the applicable requirements that apply to any trellis structure installed throughout the City.

Given the initially installed 8-foot-tall and 50-foot-wide structure on the subject property, as illustrated in the attached Photos of Prior Conditions, and the petitioner's rationale that the structure in question is necessary to support plants, the PZB may discuss whether the true intention of this structure is more to provide a substantial barrier between the two properties rather than providing support for climbing plants. Even if solely for the intention of supporting climbing plants, the PZB may ask itself if the ability to install a structure at this scale is a right

to which Des Plaines property owners are entitled given there are available alternatives to achieve the functional needs of a trellis.

PZB Additions or Modifications (if necessary): \_\_\_\_\_

- 5. Not Merely Special Privilege: The alleged hardship or difficulty is neither merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely the inability of the owner to make more money from the use of the subject lot.**

*Comment:* Granting this variation may, in fact, provide a special privilege for the property owner not available to other single-family residential properties. Variation decisions are made on a case-by-case, project-by-project basis upon applying the variation standards. In those evaluations, the determining body (e.g., PZB and/or City Council) usually determines the applicant has exhausted design options that do not require a variation. In this case, there may be different design options, sizes, and positions for a trellis structure on the subject property. The PZB may ask the petitioner to explain whether they have exhausted other alternatives.

PZB Additions or Modifications (if necessary): \_\_\_\_\_

- 6. Title And Plan Purposes: The variation would not result in a use or development of the subject lot that would be not in harmony with the general and specific purposes for which this title and the provision from which a variation is sought were enacted or the general purpose and intent of the comprehensive plan.**

*Comment:* On one hand, the project would allow enhancement of a single-family home, which the Zoning Ordinance and Comprehensive Plan want to encourage. However, the existing structure is solely for the benefit of the property owner and is not consistent with any general and specific purposes of the Comprehensive Plan. The structure is 50-feet-wide and 8-feet-tall, close to a fence. A trellis is a built structure for decoration or support of climbing plants. The existing barrier-type structure is not harmonious with other residences in the R-1 district and does not meet the regulations for either trellis or fence structures. There are reasonable options for designing a trellis structure to create an adequate space for the growing of various plant material without the height and width of the existing structure in question.

PZB Additions or Modifications (if necessary): \_\_\_\_\_

- 7. No Other Remedy: There is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject lot.**

Comment: It appears there would be several alternatives to the height and width variations being requested. The code allows for the installation of multiple trellis structures on the property, with a minimum 6-foot-separation between structures. It also allows for various trellis heights based on the trellis location on the property, restricting trellis height to 6 feet or less in required yards but allowing a maximum trellis height of 8 feet in the buildable area. In addition to the above improvements, natural plantings can also be added to provide a natural barrier between the properties as sought by the petitioner. The PZB may wish to ask why certain alternative designs are not feasible.

PZB Additions or Modifications (if necessary): \_\_\_\_\_

**8. Minimum Required: The requested variation is the minimum measure of relief necessary to alleviate the alleged hardship or difficulty presented by the strict application of this title.**

Comment: The approval of the height and width variations may provide relief for the petitioner. However, staff argues that the alleged hardship could be satisfied with alternative proposals that better utilize the physical characteristics of the property, incorporate trellis structures in a cohesive and harmonious way with the neighboring built environment, and meet the appropriate requirements. The PZB may determine if the measure of relief is appropriate or necessary in its recommendation.

PZB Additions or Modifications (if necessary): \_\_\_\_\_

**PZB Procedure and Recommended Conditions:** Under Section 12-3-6(F) of the Zoning Ordinance (Major Variations), the PZB has the authority to *recommend* approval, approval subject to conditions, or denial of the request to City Council. The decision should be based on review of the information presented by the applicant and the standards and conditions met by Section 12-3-6(H) (Findings of Fact for Variations) as outlined in the Zoning Ordinance. If the PZB recommends approval of the request, staff recommends the following conditions.

**Conditions of Approval:**

1. No drainage concerns are created.
2. The trellis must be used to support vines or climbing plants.

**Attachments:**

Attachment 1: Location Map

Attachment 2: Staff Site Visit Photos

Attachment 3: Petitioner Photos of Previous/Proposed Structure



Attachment 4: Petitioner's Narrative and Responses to Standards for Variation

Attachment 5: Plat of Survey and Site Plan

Attachment 6: Trellis Diagram

Attachment 7: Public Comment

Chair Szabo swore in Patrick Howe petitioner of 1378 Margret Street. Mr. Howe stated in Fall of 2021, he put up an approved deck. He said part of his plan was to put up trellis along the property line. The City of Des Plaines had questions on what was and was not allowed for placement of the trellis. The trellis was taken up and down a few times to comply with requests. On October 14, Mr. Carlisle stated that it was a trellis. In spring of 2023, a new ordinance was passed on trellis definition and regulations. When the city came out to remeasure the trellis did not follow the code, so he took it down. He is at the PZB meeting to request a major variation to put the structure back up. He stated he has money in materials and trees and climbing ivy in the property line that would require the trellis.

Samantha Redman, Planner, explained the major variation request at 1378 Margret Street. She described the property being on a corner lot with a house, shed, playground and deck. She explained the previous code enforcement cases regarding the trellis. She gave a PowerPoint presentation explaining the Location Map and Description, Site Photos, Requests which included old photos, Site Plan, Previous Trellis Rules, New Applicable Trellis Rules, Section 12-8-2 of the Fence Regulations, Conditions of Approval and PZB Consideration. Ms. Redman stated that the petitioner provided justification stating that the trellis is necessary to support the plants that they have and will plant.

Member Catalano asked for clarification on the timeline for the trellis.

John Carlisle stated that initially the trellis was attached to a fence. Since it was attached it was considered a fence. Upon detaching it was then considered a trellis since they were separate structures. Mr. Carlisle did not approve the trellis. He determined that the structure was a trellis under the old rules. Looking at the structure, it did not follow the rules since it was less than a foot from the lot line. Under the old rules upon inspection, the structure was determined to be too tall. You cannot modify and regain the lawful establishment of a non-conforming structure. The rules changed in 2023 which allows a maximum height of 6 feet, maximum width of 8 feet and 6 feet between each trellis.

Member Weaver asked about 1368 Margret Street. He asked if the 1368 fence meets the current requirements.

Ms. Redman stated to her knowledge the fence at 1368 Margret meets the current requirements.

Member Saletnik stated that we need to get down to the issue. He stated that when you have a resident on both sides the maximum fence is 6 feet. Adding a trellis on the fence still makes it a fence. It seems like they are looking to make an 8-foot fence and calling it a trellis to get away with it and he doesn't think that it right.

Chair Szabo swore in Rich Marecek, 1359 Margret Street. Mr. Marecek stated that he lives across the street from this property. He said he purchased home in Des Plaines because they have a good set of ordinances, rules, and regulations to protect his future purchasers from things that may happen down the road. He does not want something that would compromise a resident's home value and impact their safety and health. He stated he does not have a problem with variations unless they come dangerously close to property lines where they impact the wellbeing and property value of the neighbors. He stated we have the ordinances in place to protect the homeowner.

Chair Szabo swore in Adam Findlay, Attorney for Jennifer Toner, the neighbor to the north of the subject property. Mr. Findlay is a zoning attorney that has been involved with this matter for some time. There was a zoning determination and an appeal on calling the structure a trellis. He stated that we agree with Member Saletnik's comment that this is fence. He stated it's a 50-foot structure intended to create an obstruction between two adjoining residential properties. He stated that the motivation for this is to create a line of privacy between the two properties. He stated that this is a self-created condition. Mr. Findlay stated that the petitioner constructed a deck in 2021 to raise the livable plane of the back yard area two feet. Mr. Findlay produced a photograph to show the raised deck that raised the elevation of the property. He stated the trellis is being proposed to be the entire perimeter of the deck. He stated the proposal is to put an 8-foot fence along the perimeter on an artificially elevated ground level. Mr. Findlay stated that this is not what the code permits. He stated under Illinois law variations are for meant for conditions that are created out of our control that need intervention. He stated trees have been used for privacy. He stated the Arborvitaes Trees are commonly used. Mr. Findlay stated that the petitioner stated that they need the trellis for Arborvitaes and Ivy. He stated Arborvitaes are trees that do not need trellis for support. He also stated that Ivy has not been in any of the before photos and there is no information that states Ivy requires a support height of over 6 feet to grow.

Mr. Findlay stated that in April after the code was passed a letter was sent to the petitioner stating, "to avoid further enforcement proceedings and fines, the structure must be removed in its entirety or altered to comply." He stated as of two hours ago and what is shown in the petitioners' photos, the structure has not been removed in its entirety or altered to comply. He stated that none of the requirements of a variation have been met in including Hardship, Unique Physical Condition, Not Self-Created, Denied of Substantial Rights, Not Merely Special Privilege, Title and Plan Purposes, No Other Remedy and Minimum Required.

Mr. Findlay stated that regarding the two Proposed Conditions, they would be unmeetable.

1. *No drainage concerns are created.* – Mr. Findlay stated that since the structure was created, the walkway along Jennifer Toners property has increasingly been flooded.

2. *The trellis must be used to support vines or climbing plants* – He stated that if this was a threshold an applicant could put as high of a fence as you want as long as you install Ivy.

Member Saletnik stated having a corner lot could be a unique physical condition. However, if Des Plaines allows an 8-foot fence for a corner lot, then there would be corner lots all over Des Plaines looking to add an 8-foot fence. He stated that this is a residential area, and 6-foot fences are the norm.

Member Weaver stated he went on a walk in the neighborhood and he was impressed with the openness of the neighborhood with the lawns and landscaping. Then he went to this area, and it looked like fence wars. It is out of character with the neighborhood and that has been reflected in the comments that the Des Plaines staff has received from the neighbors. He stated that arborvitae can be used on properties for privacy. He stated that they do not have anything to do with a trellis.

**A motion was made by Board Member Weaver seconded by Board Member Saletnik to recommend to City Council to deny the Major Variation petition.**

<b>AYES:</b>	<b>Weaver, Saletnik, Catalano, Hofherr, Veremis, Szabo</b>
<b>NAYES:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>

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

## Samantha Redman

---

**From:** Margaret Mosele  
**Sent:** Monday, July 24, 2023 9:06 AM  
**To:** Samantha Redman  
**Subject:** FW: 1378 Margret Notice of Public Hearing

THANK YOU.  
MARGIE MOSELE  
EXECUTIVE ASSISTANT OF COMMUNITY & ECONOMIC DEVELOPMENT  
City of Des Plaines  
1420 Miner Street, Des Plaines, IL 60016  
P. 847.391.5306  
Connect with Us:  
[desplaines.org](https://desplaines.org)



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**From:** [REDACTED]  
**Sent:** Sunday, July 23, 2023 7:50 AM  
**To:** Margaret Mosele <mosele@desplaines.org>  
**Subject:** 1378 Margret Notice of Public Hearing

Thank you for making us aware of the hearing for the above address. The big signs are great.

I am **AGAINST** an EIGHT FOOT by FIFTY FOOT trellis going up.

They currently have a six foot fence and evergreens that are at least 2 feet above the fence. I don't understand the reasoning. So my question is, "why do they want to put up such a structure? My guess is for privacy. I have a six foot fence and when I'm outside I can't see what is on the other side other than the roof of the house next door and if you add the two feet of evergreen the property owner already has I probably wouldn't even see the roof next door.

The property owner already had a trellis on top of their fence and it looked excessive and unappealing. Didn't the city just pass a change to the wording of the code to prevent this?

## Samantha Redman

---

**From:** Margaret Mosele  
**Sent:** Thursday, August 3, 2023 2:38 PM  
**To:** Samantha Redman  
**Subject:** FW: 1378 Forest AVE August 8th hearing on Fence size

THANK YOU.  
MARGIE MOSELE  
EXECUTIVE ASSISTANT OF COMMUNITY & ECONOMIC DEVELOPMENT  
City of Des Plaines  
1420 Miner Street, Des Plaines, IL 60016  
P. 847.391.5306  
Connect with Us:  
[desplaines.org](https://desplaines.org)



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**From:** [REDACTED]  
**Sent:** Thursday, August 3, 2023 1:07 PM  
**To:** Margaret Mosele <mmosele@desplaines.org>  
**Subject:** 1378 Forest AVE August 8th hearing on Fence size

Hello,

This house is in my neighborhood, and I am addressing this unduly burdensome request to raise the fence to a commercial size.

I vote NO as it will change the aesthetics of the neighborhood. It will make it look like we have an office bldg or a jail on that corner of Forest and Margret Street and if this happens it will become common place for all of Des Plaines. I hope these homeowners influence as a Police officer will not sway your Decision.

Sincerely,  
Patti Wilson  
1155 Van Buren  
Des Plaines, IL 60018

**Samantha Redman**

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**From:** [REDACTED]  
**Sent:** Wednesday, August 2, 2023 9:59 PM  
**To:** Margaret Mosele; Samantha Redman  
**Subject:** Public comment for 1378 Margret St. variance request

Good evening,

[REDACTED] I would like to submit a comment for the Planner's report and/or the public hearing pertaining to the variance request. I would like to remain anonymous in said report and/or hearing.

My comment is as follows:

*To whom it may concern,*

*I am writing this today in response to the variance request made at 1378 Margret St., Des Plaines IL, 60018. From what I have seen as I have walked through the neighborhood these past years, I personally do not think a variance should be granted to allow for such a high fence line. Even if the extension is technically a trellis, its practical feature apparent to me while passing through the neighborhood was that of a fence and/or extension of their current fence to an inappropriate height. I have seen no other fence lines that reach this height in the neighborhood, and I believe this would set a poor precedent amongst all of our neighbors. If one person can request and be approved for a trellis in this way, then anyone and everyone should be allowed the variance, and I do not think that would be wise or in keeping with the aesthetic currently held by our neighborhood.*

*Also, based on the previously placed structure, the "trellis" that more functioned as a fence really did block off sunlight and any form of visibility for the neighbor to the north of the property. And while I personally wouldn't care about seeing a fence that close to the property line, I would be upset by a fence line that doesn't comply with city rules and blocks off natural light from the entire side of my house. I would be especially upset if I found out the city allowed for a break in those rules to allow it.*

*From what I have observed, the issue is that the construction of their deck has raised their overall platform on that side of their lot, and thus to have privacy, they wish to have a higher fence line. If my assumption is correct, much of this issue would be irrelevant if their deck were not raised so high. And while I can understand that their choice to build an elevated deck also held the consequence of limiting their privacy, I do not believe the correct course of action is to mitigate their mistake by increasing their fence line height. Again, that would be a very poor precedent to set for the neighborhood moving forward.*

*I do hope the board votes to deny this variance request.*

I thank you for your time.

[REDACTED]

To: Margie Mosele and Samantha Redman of the Des Plaines Community and Economic Development

Re: Regarding the Notice of Public Hearing at 1378 Margret St. in Des Plaines.

Dear Margie and Samantha,

After reviewing the Development Application it appears 1378 Margret St. is asking for their 8 foot tall and 50 foot long fence back and not asking for a trellis. It has been up for the majority of the past 2 years and is an unsightly eye sore that we do not want in our neighborhood or Des Plaines. It is obviously being used as a fence and not a trellis. The trees that are planted and shown in the application are a form of cedar tree which are free standing trees that do not need any form of support nor a trellis. They can be seen all over our neighborhood in various applications including to provide privacy. There is no ivy pictured in the application. Ivy will climb just fine up a fence or wall and does not require a trellis either.

I saw that the city spent time in 2022 and 2023 revising the building code related to trellises. I thought it was to specifically prevent the abuse of the trellis rules to create 8 foot high residential fences.

What is good for one is good for all. **Would you want the back of an 8 foot fence next to your house?**

I know that I am not only not alone saying this, but that it represent the sentiment of the surrounding neighbors by saying we do not want structures such as this 8 foot high fence/trellis in our neighborhood nor Des Plaines.

Sincerely,

*Richard Marech*  
*1359 Margret St.*

To: Margie Mosele and Samantha Redman

At: Des Plaines Community and Economic Development

Re: 1378 Margret St. Major Variation Application

They are asking for an 8 foot fence after they built a deck raised a foot off the ground.

We do not want 8 foot residential privacy fences.

This is ridiculous how long this has gone on for. How many times do they need to be told this is a fence and the maximum height is 6 feet.

Hopefully 1378 Margret St. can start following the building codes and rules we all live by and stop wasting Des Plaines employee time and taxpayer money.

Sincerely,

*Alberta Pieruccini*

1352 MARGRET ST.

DES PLAINES, IL 60018



August 2, 2023

Dear Margie Mosele and Samantha Redman,

I am writing today about the AGAIN proposed 8 foot fence in violation at 1378 Margret St. The code clearly states that fences, trellises, privacy screens etc. cannot exceed 6ft. There is no need for a fence to be higher than 6 feet in our neighborhood. There is no other 8-foot high fence, trellis or privacy screen in our neighborhood. A 6-foot fence ensures enough privacy needed for any backyard in our neighborhood.

Thank you for your time,

Jack Boudin  
1365 Margret  
DP 60018

6" is enough

JB.

Jennifer Toner  
1368 Margret St.  
Des Plaines, IL 60018

Thursday August 3<sup>rd</sup>, 2023

Des Plaines Community and Economic Development Department  
Margie Mosele  
1420 Miner St.  
Des Plaines, IL 60016

Dear Margie,

While there are many out of code structures along my shared property line with 1378 Margret St. I will keep my comments directly related to Case Number 23-044-V Major Variation for Trellis Height and Width.

There have been various versions of this 8 foot high by 50 feet long fence up for 19 of the past 23 months since September 2021. In September 2021 the applicant completed work on a deck that occupies the lots entire side yard and is raised about 1 foot above the ground and now the applicant wants a privacy fence higher than 6 feet along that raised deck. The applicant made a CHOICE to build a large out of code RAISED deck. This major variation request is as simple as this is a SELF-CREATED CONDITION. Nevertheless I will address some of the requirements of a Major Variation from code 12-3-6 and some of the some facts of the applications while not being redundant.

#### Code 12-3-6

- **Hardship:** There is no hardship to not allowing a major variance of 33% in height from 6 feet to 8 feet and 625% in length from 8 feet to 50 feet. The hardship that appears to be claimed in the application is the health of "18 emerald green arborvitae trees were planted adjacent to the trellis along with several climbing ivy plants. Both relied on the trellis for support." Emerald green arborvitae trees are free standing trees that do not require a trellis nor any type of support. There is no ivy visible in the application. Limiting ivy growth to a trellis of 6 feet in height would not affect its viability.
- **Unique Physical Condition:** The subject lot is not unique, it is a typical corner lot in our neighborhood and Des Plaines. The structure in question is located in the side yard of this corner lot and is a typical side yard.
- **Not Self-Created:** The variation application requests a 50 foot long trellis to run alongside a 50 foot long deck that is raised about 1 foot off the ground. This deck was constructed by the applicant in the spring and summer of 2021. This is the circumstance for which the applicant is requesting this variation.
- **Denied Substantial Rights:** The application states that without the major variation the right to privacy in a fenced back yard would be denied. Again the application is for a side yard. And the lack of privacy was self- created by the applicant building a raised deck.
- **Not Merely Special Privilege and Title Plan and Purpose:** This major variation would provide special privilege, not be in harmony with the neighborhood and is clearly is not wanted by the surrounding community members based on comments provided by neighbors. I can find no other example of an 8 foot high by 50 foot long trellis/fence/privacy screen/fence extension in

the neighborhood nor in Des Plaines, nor anything even close to 8 feet by 50 feet. This structure would not be consistent with the neighborhood nor Des Plaines and would be a detriment to the surrounding area. Approving this would major variation could possibly set a precedent for structures such as this.

- **No Other Remedy and Minimum Required:** Again a remedy “that would allow us to continue to grow the arborvitae trees and climbing ivy” is not necessary as arborvitae trees are free standing and do not require support. Limiting ivy growth at 6 feet will not negatively affect its health. There are countless possible remedies to the privacy issue the applicant touched on in other areas of the application like reducing the height of the deck the applicant constructed as one example.

Application issues not addressed above;

- The trellis/fence/privacy screen/fence extension has NEVER been “constructed in accordance with the previous building code that permitted such installations”. The structure has always been out of code for a trellis by being; within 1 foot of the property line, attached to a planter box that is attached to a deck and fence, and most recently was **identified by John Carlisle to be over 8 feet tall on inspection April 18 2023 and therefore NOT a legal preexisting nonconforming structure and communicated this to the applicant in the attached April 20<sup>th</sup> 2023 letter via email.**
- The structure is visually very unappealing when viewed from the north, a couple of photos area attached. The structure is in contrast to and does not compliment the surrounding neighborhood.

The structure is only 8 feet away from the entire length of the home on the lot to the north. it is a direct detriment to the neighboring property to the north by;

- blocking light coming into the entire south side of the home and
- blocking the sun, rain and wind to the entire side yard inhibiting the growth of landscaping and it has done so for the majority of the past 2 years
- it is visually unappealing from the north

In late 2022 and early 2023 staff of the DP CED, Planning and Zoning Board Trustees and the City Council prepared and enacted additional detail into the trellis, arbor and fence area of the building code. I suspect this was done in part to prevent the abuse of trellises and arbors as fence extensions which is what this structure is.

Thank you for your time and consideration,



Jennifer Toner

CC: Samantha Redman, Planner at Des Plaines Community and Economic Development Department



COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT

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

April 20, 2023

VIA EMAIL

Patrick and Valerie Howe  
1378 Margret Street  
Des Plaines, IL 60016

Subject: Inspection of Structure at 1378 Margret Street; Zoning Decision and Enforcement Action

Mr. and Mrs. Howe,

This letter summarized the results of the City inspection conducted Tuesday, April 18, 2023 and provides a zoning decision based on that inspection. Last year, Enforcement Case 22-0000063 was adjudicated through the City of Des Plaines administrative hearing process regarding a non-permitted structure. I wrote on October 14, 2022, that based on an inspection at that time, the structure would be defined as a “trellis” under the Zoning Ordinance, but that the trellis was less than the minimum one foot from the lot line, which was a violation. However, staff observed on November 2, 2022, that the structure had been removed, and the enforcement case was closed.

We conducted the April 18, 2023 inspection based on observation that a trellis-type structure had been reinstalled. During the inspection, Mr. Howe stated the re-installation occurred before Monday, April 3, when the Zoning Ordinance was amended to create a distinct definition for “trellis” and restrict trellises in the required side yard to no more than 6 feet in height, among other regulations (*See Ordinance Z-6-23*). The re-installed structure does not conform to the current regulations governing trellises. Structures erected before applicable rules are adopted *might* be determined to be legal nonconforming structures and be allowed to continue if they meet particular requirements.

Section 12-5-6.A of the Zoning Ordinance, titled “Authority to Continue,” provides that a nonconforming structure may be continued “so long as it remains *otherwise lawful*.” A structure that did not conform to the regulations in effect at the time it was installed, is not a *legally* nonconforming structure, and, therefore, cannot be continued. During inspection we measured from grade to the highest point of the newly installed trellis-type structure and determined that the structure exceeds eight feet in height, which was the maximum allowable height under the former rules. It is, therefore, my determination that the lawful status of the structure has not been established. **Since the structure neither conforms to the current regulations nor has legal nonconforming status, it cannot be continued.**

To avoid further enforcement proceedings and possible fines, pursuant to Title 4 of the Zoning Ordinance, the structure must be removed in its entirety or altered to comply with the current Ordinance regulations by close of business (5 p.m.) on **April 27, 2023**. Please schedule a follow-up inspection to verify compliance with Regina Lipinski, copied, at 847-391-5376.

{00132071.1}

Page 1

While the date to remove the structure is a firm deadline, as we discussed on April 18 you may file a variation application pursuant to the requirements and process of Zoning Ordinance Section 12-3-6, through which the City Council, in their discretion, may approve relief. Our staff can assist with the processing of the application and provide a potential timeline of dates for public hearing (Planning & Zoning Board) and City Council consideration. Please contact 847-391-5306 with any questions about filing this application.

Sincerely,



John T. Carlisle, AICP  
Director of Community and Economic Development  
Zoning Administrator

Cc: Regina Lipinski, Code Enforcement Officer, City of Des Plaines  
Brooke Lenneman, Elrod Friedman, General Counsel for City of Des Plaines  
Adam Findlay, Counsel for Jennifer Toner, resident and owner of 1368 Margret Street – note that because this structure is subject to a pending appeal application, based on the October 14, 2022 determination, by appellant Jennifer Toner of 1368 Margret Street, we have copied her counsel

**Attached**  
Ordinance Z-6-23



**CITY OF DES PLAINES**

**ORDINANCE Z – 24 - 23**

**AN ORDINANCE APPROVING MAJOR VARIATIONS TO  
ALLOW A TRELLIS AT 1378 MARGRET STREET, DES  
PLAINES, IL (Case #23-044-V).**

**WHEREAS**, Patrick Howe ("**Petitioner**") is the owner of the property commonly known as 1378 Margret Street, Des Plaines, Illinois ("**Subject Property**"); and

**WHEREAS**, the Subject Property is located in the R-1 Single Family Residential District of the City ("**R-1 District**"); and

**WHEREAS**, the Subject Property is improved with a two-story residential building ("**Building**"), paved driveway, shed, wood deck, and solid wood fencing; and

**WHEREAS**, the Petitioner proposes to construct a fifty-foot wide, eight-foot tall trellis in the interior side yard along the north property line ("**Proposed Trellis**"); and

**WHEREAS**, pursuant to Section 12-7-1.C of the City of Des Plaines Zoning Ordinance of 1998, as amended ("**Zoning Ordinance**"), the a trellis in an interior side yard may not exceed six feet in height; and

**WHEREAS**, pursuant to Section 12-8-14.B.1.ii of the Zoning Ordinance, a trellis may not exceed eight feet wide; and

**WHEREAS**, in order to allow the construction of the Proposed Trellis on the Subject Property, the Petitioner submitted an application to the City of Des Plaines Department of Community and Economic Development ("**Department**") for major variations from (i) Section 12-7-1.C to increase the maximum height of a trellis from six feet to eight feet; and (ii) Section 12-8-14.B.1.ii. of the Zoning Ordinance to increase the maximum width of a trellis from eight feet to fifty feet (collectively, the "**Variations**"); and

**WHEREAS**, the Petitioner's application for the Variations was referred by the Department within 15 days after its receipt to the Planning and Zoning Board of the City of Des Plaines ("**PZB**"); and

**WHEREAS**, within 90 days after the date of Petitioner's application, a public hearing was held by the PZB on August 8, 2023, pursuant to publication of notice in the *Des Plaines Journal* on July 19, 2023; and

**WHEREAS**, notice of the public hearing was mailed to all owners of property located within 300 feet of the Subject Property; and

**WHEREAS**, during the public hearing, the PZB heard testimony and received evidence with respect to the Petitioner's application for the Variations; and

**WHEREAS**, pursuant to Section 12-3-6 of the Zoning Ordinance, the PZB filed a written report with the City Council on August 9, 2023, summarizing the testimony and evidence received by the PZB and stating the Board's recommendation, by a vote of 6-0, to deny the Variations; and

**WHEREAS**, the Petitioner made representations to the PZB with respect to the requested Variation, which representations are hereby found by the City Council to be material and upon which the City Council relies in granting the Variations subject to certain terms and conditions; and

**WHEREAS**, the City Council has considered the written report of the PZB, the applicable standards for variations set forth in the Zoning Ordinance, and the Community and Economic Development Staff Memorandum dated August 4, 2023, and has determined that it is in the best interest of the City and the public to approve the Variations 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 part of the factual basis for this Ordinance granting the Variations.

**SECTION 2. LEGAL DESCRIPTION OF SUBJECT PROPERTY.** The Subject Property is legally described as follows:

LOT FOURTEEN (14) IN PETERSON'S SUBDIVISION NO. 4, BEING A SUBDIVISION OF THE SOUTH HALF (1/2) OF LOT 3 (EXCEPT THE EAST 300 FEET THEREOF) IN CARL LAGERHAUSEN ESTATE DIVISION OF THE SOUTHWEST QUARTER (1/4) OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEROF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLE OF COOK COUNTY, ILLINOIS ON DECEMBER 7, 1956, AS DOCUMENT NUMBER 1711973.

PIN: 09-20-314-012-0000

Commonly known as 1378 Margret Street, Des Plaines, Illinois.

**SECTION 3. VARIATIONS.** The City Council finds that the Variations satisfy the standards set forth in Section 12-3-6.H of the Zoning Ordinance and, pursuant to the City's home rule powers, finds that the Variations are otherwise necessary and appropriate. Subject to and contingent upon the conditions, restrictions, limitations, and provisions set forth in Section 4 of this Ordinance, the Variations are hereby approve to allow the Petitioner to construct of Proposed Trellis on the Subject Property.

**SECTION 4. CONDITIONS.** The Variations granted in Section 3 of this Ordinance shall be, and is expressly subject to and contingent upon the conditions, restrictions, and limitations set forth in this Section 4:

A. **Compliance with Law and Regulations.** The development, use, operation, and maintenance of the Variations and 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. The development, use, and maintenance of the Proposed Trellis and the Subject Property shall be in substantial compliance with the following plans below, except for minor changes and site work approved by the Director of the Department of Community and Economic Development in accordance with applicable City codes, ordinances, and standards:

1. The “Petitioner’s Narrative and Response to Standards” consisting of three sheets, prepared by Petitioner, and undated, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit A**;

2. The “Proposed Site Plan” consisting of one sheet, prepared by the Petitioner, and undated, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit B**;  
and

3. The “Proposed Trellis Diagram” consisting of one sheet, prepared by the Petitioner, undated, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit C**.

C. Additional Conditions. The development, use, and maintenance of the Proposed Trellis and the Subject Property are subject to and contingent upon compliance with the additional conditions as follows:

1. The installation and maintenance of the Proposed Trellis does not create any drainage concerns for neighboring properties.

2. The Proposed Trellis must be used to support vines or climbing plants.

**SECTION 5. EFFECT.** This Ordinance authorizes the use and development of the Subject Property in accordance with the terms and conditions of this Ordinance and shall prevail against other ordinances of the City to the extent that any might conflict.

**SECTION 6. LIMITATIONS.** The Variations will expire 12 months after the City Council’s approval of this ordinance unless construction commenced in accordance with the terms and conditions of this Ordinance. The Zoning Administrator may extend the Variations if the Petitioner requests an extension in accordance with Section 12-3-6.L of the Zoning Ordinance.

**SECTION 7. 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, 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, 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 7.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 8. 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 \_\_\_\_\_ 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**

## **Project Narrative**

I am writing to formally request a variance to construct a trellis on my property. The proposed trellis would be approximately 50 feet long and 8 feet tall, and it would be constructed using wood framed lattice. The purpose of this structure is to provide support for the arborvitae trees and ivy growing in the adjacent planter box on the Northside of my property.

It is important to note that a similar structure had previously been in place, which was constructed in accordance with the previous building code that permitted such installations. However, due to recent changes in the code, a variance is now required to proceed with the construction.

The presence of the trellis is crucial for the well-being and stability of the arborvitae trees and ivy. The trellis will provide the necessary support for these plants, allowing them to grow and thrive, while also enhancing the visual appeal of my property. Without the trellis, the plants would lack the necessary structure to grow properly and could potentially become unstable.

The use of wood framed lattice ensures a visually pleasing appearance that will complement the natural surroundings.

I kindly request that the variance for constructing the trellis be granted, considering the previous allowance under the previous building code and the vital support it provides for the arborvitae trees and ivy.

Thank you for your attention to this matter. I look forward to a positive response regarding my request.

## **Responses to Standards for Variations**

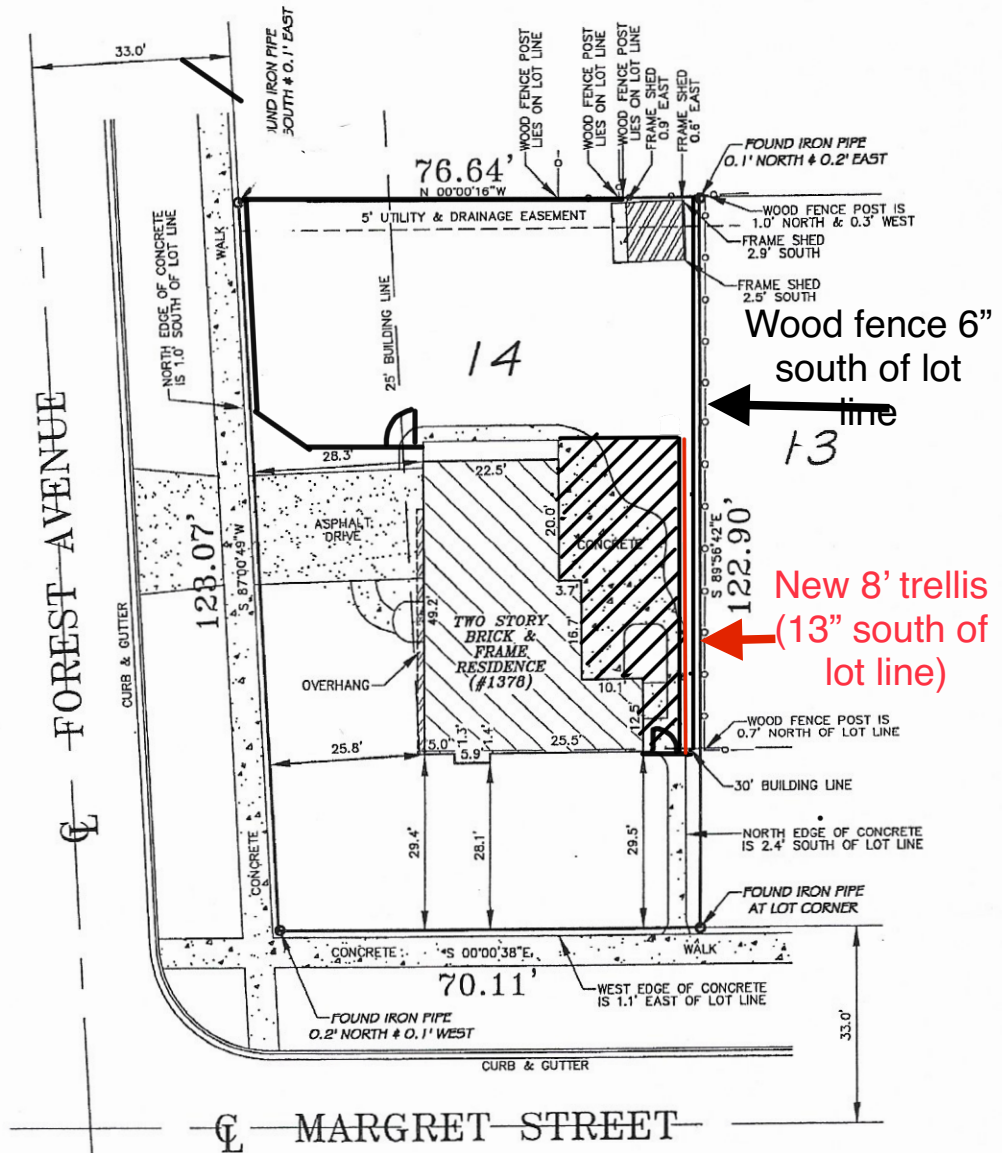
1. **Hardship:** Strictly adhering to the provisions of the zoning regulations would create a significant hardship. Trellis was constructed approximately 2 years ago under the previous building code. Along with the trellis, 18 emerald green arborvitae trees were planted adjacent to the trellis along with several climbing ivy plants. Both relied on the trellis for support and growth. This would result in a practical difficulty, as our inability to build an appropriate structure would limit the functionality and potential success of our project.
2. **Unique Physical Condition:** The subject lot has an irregular shape and size, which makes it difficult to adhere to the zoning regulations. Due to being a corner lot, a substantial portion of the back yard is along the side of the house. This has caused privacy issues with the neighbor adjacent to the side yard. The emerald green arborvitae trees and climbing ivy were planted to create privacy, but rely on the trellis for support.
3. **Not Self-Created:** The unique physical conditions of the subject lot are not a result of any action or inaction by the owner or its predecessors. Trellis was constructed under the city's previous building code. These conditions have existed since before the enactment of the zoning provisions and are natural, inherent characteristics of the lot.
4. **Denied Substantial Rights:** The strict application of the zoning provisions would deprive our project of the substantial rights commonly enjoyed by other property owners in the same zoning district, such as privacy in a fenced back yard. This would place an undue burden on our project, preventing us from fully utilizing backyard.
5. **Not Merely Special Privilege:** The hardship we face is not solely based on our desire for special privileges or additional rights. Our request for a variance is driven by the genuine need to overcome the challenges presented by the unique physical conditions of the subject corner lot.
6. **Title and Plan Purposes:** Granting the requested variation would not result in a use or development that is inconsistent with the overall goals and objectives of the zoning regulations and the comprehensive plan. Our project aims to be in harmony with the surrounding area and contribute positively to the community.
7. **No Other Remedy:** There is no alternative solution that would sufficiently alleviate the hardship and difficulties we face while still permitting reasonable use of the subject lot. The requested variation is the only viable option that would allow us to continue to grow the arborvitae trees and climbing ivy.
8. **Minimum Required:** The requested variation represents the minimum measure of relief needed to address the hardships and challenges posed by the strict application of

the zoning regulations. This relief is essential for allowing us to make practical and reasonable use of the subject lot while pursuing our project goals.

# PLAT OF SURVEY

OF

LOT FOURTEEN (14) IN PETERSON'S SUBDIVISION NO. 4, BEING A SUBDIVISION OF THE SOUTH HALF (1/2) OF LOT 3 (EXCEPT THE EAST 300 FEET THEREOF) IN CARL LAGERHAUSEN ESTATE DIVISION OF THE SOUTHWEST QUARTER (1/4) OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLE OF COOK COUNTY, ILLINOIS, ON DECEMBER 7, 1956, AS DOCUMENT NUMBER 1711973.



### LEGEND

- (R/M) - RECORD / MEASURED
- L - ARC LENGTH
- R - RADIUS
- CH - CHORD

AREA = 9,018 SQ. FT.  
MORE OR LESS



SCALE: 20'



PREPARED FOR: SURVEY SERVICES, INC.  
JOB ADDRESS: 1378 MARGRET STREET, DES PLAINES, IL  
SELLER/BUYER: PAPPAS & PAPPAS LTD. / HOWE  
JOB NO.: 20-05-0031

## NEKOLA SURVEY, INC.

PROFESSIONAL LAND SURVEYING SERVICES  
WWW.NEKOLASURVEY.COM  
400 N. SCHMIDT RD., STE. 203  
BOLINGBROOK, ILLINOIS 60440  
(630) 226-1530 PHONE (630) 226-1430 FAX

FIELD WORK COMPLETED ON THE 12TH DAY OF MAY, 2020.

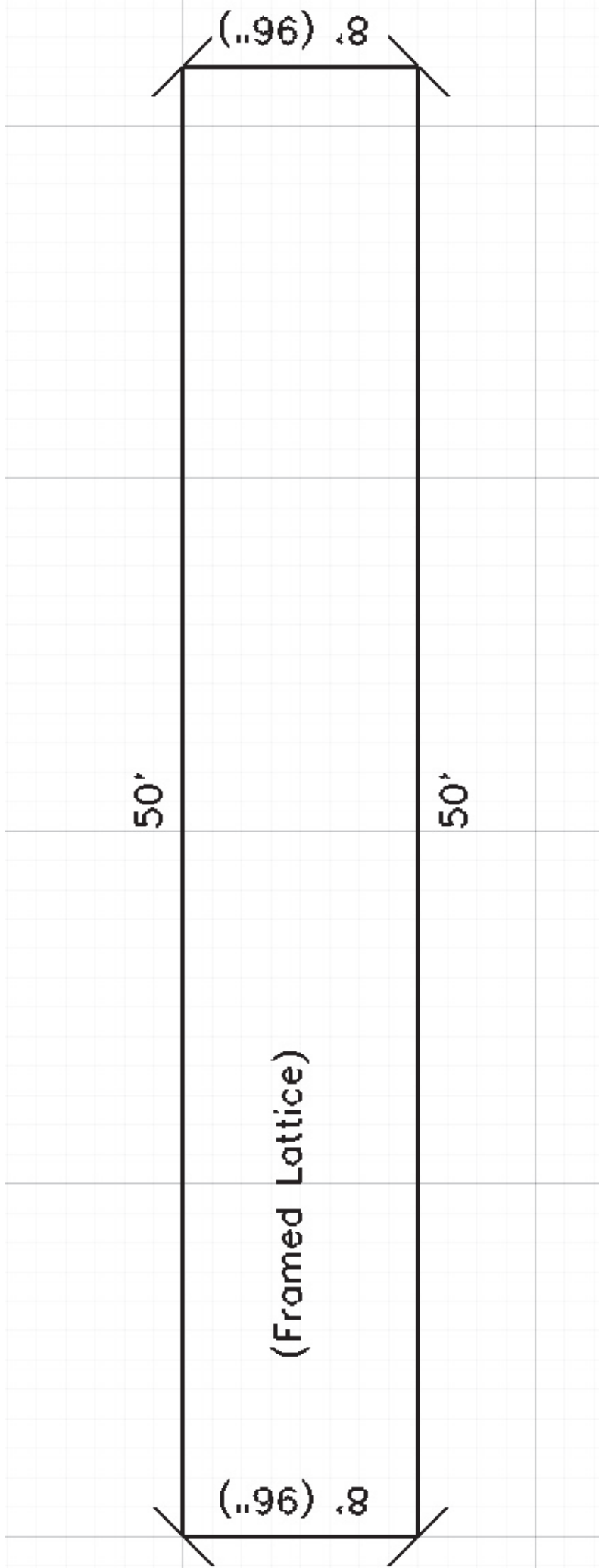
(STATE OF ILLINOIS)  
(COUNTY OF WILL) SS

NEKOLA SURVEY INC. DOES HEREBY CERTIFY THAT IT HAS SURVEYED THE TRACT OF LAND ABOVE DESCRIBED, AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

DATED THIS 19TH DAY OF MAY, 2020.

PLS No. 2923  
LICENSE RENEWAL DATE: 30 NOVEMBER 2020.

☐ - "X" IN BOX INDICATES THE HEREON DRAWN PLAT WAS ORDERED AS A NON MONUMENTED SURVEY.  
NO IMPROVEMENTS SHOULD BE MADE ON THE BASIS OF THIS PLAT ALONE. FIELD MONUMENTATION OF CRITICAL POINTS SHOULD BE ESTABLISHED PRIOR TO COMMENCEMENT OF ANY AND ALL CONSTRUCTION. FOR BUILDING LINES, EASEMENTS AND OTHER RESTRICTIONS NOT SHOWN HEREON REFER TO YOUR DEED, ABSTRACT, TITLE POLICY, CONTRACTS AND LOCAL BUILDING AND ZONING ORDINANCES.





**EXHIBIT D**

**UNCONDITIONAL AGREEMENT AND CONSENT**

**TO:** The City of Des Plaines, Illinois ("**City**");

**WHEREAS**, Patrick Howe ( "**Petitioner**") is the owner of the property commonly known as 1378 Margret Street, Des Plaines, Illinois ("**Subject Property**"); and

**WHEREAS**, the Petitioner submitted an application to the City of Des Plaines Department of Community and Economic Development ("**Department**") for major variations from Section 12-7-1.C to increase the maximum height of the trellis from six feet to eight feet and Section 12-8-14.B.1.ii. of the Zoning Ordinance to increase the maximum width from eight feet to fifty feet ("**Variations**"); and

**WHEREAS**, Ordinance No. Z-24-23 adopted by the City Council of the City of Des Plaines on \_\_\_\_\_, 2023 ("**Ordinance**"), grants approval of the Variations, subject to certain conditions; and

**WHEREAS**, the Petitioner desires to evidence to the City his unconditional agreement and consent to accept and abide by each of the terms, conditions, and limitations set forth in said Ordinance, and its consent to recording the Ordinance and this Unconditional Agreement and Consent against the Subject Property;

**NOW, THEREFORE**, the Petitioner 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-24-23, adopted by the City Council on \_\_\_\_\_, 2023.
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 agree not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the procedures required by Section 12-4-7 of the City's Zoning Ordinance are followed.
4. Petitioner agrees to and does hereby hold harmless and indemnify the City, the City's corporate authorities, and all City elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with (a) the City's review and approval of any plans and issuance of any permits, (b) the procedures followed in connection with the adoption of the Ordinance, (c) the development, construction, maintenance, and use of the Subject Property, and (d) the performance by Petitioner of its obligations under this Unconditional Agreement and Consent.
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:

**PATRICK HOWE**

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

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


 COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT

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

## MEMORANDUM

Date: August 28, 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, City Attorney  
Timothy Oakley, Director of Public Works & Engineering  
Allen Yanong, Chief Building Official

Subject: **Proposed Mixed-Use Residential, Commercial, and Parking Development at 622 Graceland Avenue and 1332-1368 Webford Avenue: Approve Amended and Restated Development Agreement to Exclude Adjacent Park at 1330 Webford and Pay All Building Permit Fees**

**Issue:** Mylo Residential Graceland Property, LLC (formerly 622 Graceland Apartments, LLC; Joe Taylor of Compasspoint Development as Manager) is the developer of the proposed “Mylo,” or Graceland-Webford, mixed-use residential, commercial, and parking project. The developer is the owner of 1332 Webford Avenue as of July 31, 2023. Pursuant to the purchase and sale agreement (“PSA”) approved by the City Council in 2022 and amended on July 17, 2023, the City and developer are currently entered into a Development Agreement (“Agreement”) governing the construction and operation of the proposed project. The Council approved the agreement on April 17, 2023.

The developer is now seeking revisions to the Agreement that will remove their obligation to provide a publicly accessible public park and open space at 1330 Webford, also known as “the Dance Building.” In exchange, the developer is (i) offering \$300,000 as total consideration for the property at 1332 Webford, as opposed to the previously agreed upon \$10; (ii) agreeing to pay all building permit fees, which were waived by the initial Agreement; and (iii) acknowledging and agreeing to pay a revised parkland or fee-in-lieu-of obligation under the Subdivision Regulations, to be approved at a later time by the Council. These changes require Council’s approval of an Amended and Restated Development Agreement.

**Background:** On September 6, 2022 via Ordinance M-22-22, the Council authorized the City’s entry into the PSA for 1332 Webford, formerly a public parking lot. The contract was fully executed and effective on October 7, 2022. In addition to its contract with the City to acquire 1332 Webford, the developer is also pursuing final acquisition of the Journal & Topics property at 622 Graceland-1368 Webford. The developer is required to provide 25 public parking spaces within the proposed building’s garage, which spaces are in addition to those required to meet the minimum requirements of the Zoning Ordinance for the proposed uses in the building. The developer’s acquisition of 1332 Webford made the necessary zoning map amendment, approved by Ordinance Z-23-22, effective. However, the Agreement also serves as a pledge that the Developer will not object to a proposed City Council rezoning of the land if the Developer is not able to proceed with the project along the timeline expressed as an exhibit to the Agreement. Note that the timeline is edited in the Amended and Restated

Agreement, with an additional three months given to each benchmark (i.e., the Title Acquisition Date is revised to October 31, 2023 from the prior July 31, 2023, therefore causing the permitting and construction benchmarks to each move three months into the future).

**Agreement:** The Agreement provides a framework for how the proposed project would be built and how it would move through the phases of permitting, construction, and occupancy. Further, the Agreement is a mechanism for the City to reinforce certain requirements of the City Code, such as providing necessary public improvements in adjacent public right-of-way and the performance security guaranteeing completion. The Agreement also incorporates exhibits showing general building materials and design to ensure the project will fulfill the Council's expectations. The following non-exhaustively summarizes key terms and components of the Amended and Restated Agreement and notes important changes from the April 2023 initial version:

#### Development Plans (Revised)

The executed PSA for 1332 Webford states an expectation that the Agreement would ensure the project "...be constructed, maintained and operated in accordance with plans approved by the (City Council)." The following discusses the latest development plan submission:

- *Building and site design:* The latest elevations show proposed materials that are substantially consistent from the Council's last review in April 2023. The April iteration was updated from initial presentations in mid-2022. The elevations are intended to align with the developer's prior pledges to the Council regarding the color scheme and amount of face brick, particularly on the north and east elevations, as well as brick courses in the parking garage knee walls on the south elevation. The outdoor seating area for the proposed restaurant remains near the Graceland-Webford corner. On the Webford/south side, there is landscaping at the building foundation. However, the latest plans show an 8-foot masonry wall to screen an increased amount of mechanical equipment, which is in a new location. Therefore, language in the Amended and Restated Agreement clarifies that all components of building and site design must comply with the Zoning Ordinance for permit approval or that the developer would have to obtain necessary relief. On the Graceland/east side, shrubbery at the building's base is combined with parkway trees to attempt to create an attractive streetscape. The latest floor plans show a restaurant and bar in the southeast corner of the building as previously proposed, although this space is now fully on the first floor instead of spreading across the first and second floors. Resident amenities such as a pool and deck, fitness area/gym, coworking office, dog wash, and multiple recreational rooms are still proposed although repositioned in the building from the plans part of the original Agreement.
- *Publicly accessible parks/open space:* The amended plans exclude the 1330 Webford park. Further, the developer is no longer proposing to make the open space between the garage wall and the new Webford sidewalk – roughly 1332 and 1368 Webford – to be publicly accessible, given that an increased mechanical footprint seems to make public use of this space less practical or useful than before. References to this area as publicly accessible space have been removed from the Agreement. Nonetheless, the Council could discuss with the developer. If public access is desired to be retained, the Agreement could be passed *as revised*. However, note that in the April 2023 approvals, the Des Plaines Park District did not recommend and the Council did not grant a parkland fee-in-lieu credit for this Webford open space area.
- *Development engineering, combined Tentative and Final Plats of Subdivision:* The final engineering plans approved in April 2023 relied upon portions of 1330 Webford. Therefore, revision is required if the property is excluded from the design. Updated plans are currently not included in the Amended and Restated Agreement. However, the Agreement requires the developer to obtain future approval of Tentative and Final Plat of Subdivision, including final engineering, pursuant to the Subdivision Regulations. If approved at a later time, these documents would be automatically incorporated.

### Permit Fees

The April 2023 version of the Agreement waived the in-house building permit fees, an estimated value of more than \$200,000. The amended and restated version excludes this waiver, which will require the developer to pay all fees.

### Public Improvements and Performance Security

Exhibit C to the Agreement lists the Department of Public Works and Engineering's (PWE) required public improvements, which include, for example, stormwater and sanitary sewers, water mains and service lines, sidewalks, curb and gutter, and street lighting. There is a specific coordination plan and meeting required between (PWE) and the developer/contractors to occur at least one week before right-of-way construction begins. The improvements must be secured by the developer's posting of a letter of credit, with the City as the beneficiary. The process for approving reductions in the letter of credit amount is articulated in the City Code and reinforced by the Agreement, with the additional limitation that there may only be two requests for reduction: one at 50 percent completion and another at 100 percent completion.

### Construction Logistics: Demolition and Traffic Management

Unchanged from the initial version, the Agreement requires obtaining all necessary demolition permits from the City and Cook County. The developer must present the City with a plan to mitigate dust, smoke, and other particulates resulting from demolition. The developer will be required to conduct all demolition in full compliance with the City's permitted work hours and to remove and dispose of all debris. Further requirements include installation of erosion control and such measures to temporarily divert or control any accumulation of stormwater away from or through the property while under construction. To facilitate the least disruptive construction staging and contractor access as possible, with sufficient continuous public safety access and service (i.e., Police and Fire), the developer must provide and have approved a Construction and Traffic Management Plan ("CTM Plan").

### Occupancy: Temporary and Final

The Agreement contemplates that the City, within its discretion, may issue temporary certificates of occupancy, allowing use on an initial, short-term basis once the building's life safety components are completed. However, ultimately the developer must obtain final certificates of occupancy. Under the Agreement, the City may "... refuse to issue a final certificate of occupancy for any building or structure located on the Development Property, as the case may be, until the improvements that are the responsibility of Developer are completed by Developer and approved by the City." Such improvements include the right-of-way public improvements, such as the required widening of Webford for the segment in front of the property, on-street parking, sewers, street lighting, streetscaping, and sidewalks.

### Diligent Pursuit of Construction

The Council's approval of the zoning change included discussion of assurances that the developer would move through with the project substantially as presented—that the project could not be abandoned after the developer's property acquisitions with the new zoning designation (C-5) remaining intact. Ordinance Z-23-22 and the approved 1332 Webford PSA establish that the developer/purchaser would not object to the City's rezoning the property to its former C-3 should the developer not pursue the project in accordance with the schedule incorporated into the Agreement; provided, however, the Agreement would allow the City Manager, based on a developer written request that identifies specific circumstance(s) beyond the developer's control, to extend deadlines within the timeline. The Amended and Restated Agreement contains a modified timelines that essentially adds three months to each benchmark.

### Governing Documents

While the Agreement is intended to address all activities and operation while the components are being built and in process toward being finally occupied, it also states requirements for additional legal documents to be created or provided and to take effect after the Agreement's term has ended:

- *Operating and Reciprocal Easement Agreement (OREA)*: The developer must provide and the City Manager and City Attorney must approve a recordable document to state obligations for the project’s components to work effectively and be maintained (e.g., landscaping, driveways/aisle, stormwater facilities, snow removal utilities) and for easements to be granted for essential public safety access.
- *Public Parking Leaseback*: With a similar intent to a provision in the Parking License Agreement approved in 2018 for the Bayview-Compasspoint project at 1425 Ellinwood, the Graceland-Webford development agreement allows for the developer to survey the areas within the parking garage that are used for public parking and apply for a parcel division (PIN creation) through Cook County. Because the developer, or any successor/future owner, could not charge for or earn revenue from the 25 public parking spaces, the developer could seek tax-exempt status for the newly created public parking PIN within the garage.
  - The “leaseback” structure is at the advice of the General Counsel to allow for a potential exemption to be carried out under state law. Nominal consideration – \$10 per year from the City (lessee) to the developer or any successor (lessor) – would be necessary. The specific details of the PIN creation process and the \$10-per-year arrangement would be expressed in the separate Public Parking Leaseback agreement; provided, however, that there would be no conflict between that agreement and the Amended and Restated Development Agreement.
- *West Park Parcel Covenant (removed)*: A component of the original set of Governing Documents from the April 2023 version of the Agreement, this document would no longer be necessary, as the 1330 Webford park would be excluded.

**City Council Action:** The Council may vote to approve Resolution R-164-23, which authorizes the City’s entry into an Amended and Restated Development Agreement at 622 Graceland Avenue and 1332-1368 Webford. The new agreement removes all obligations related to the abutting park/open space at 1330 Webford but requires the developer to pay all building permit fees, among other changes noted in this report. The Council will separately consider a Second Amendment to the Purchase and Sale Agreement for 1332 Webford.

**Attachments:**

Attachment 1: Request Letter from Developer Counsel

Attachment 2: Updated Building Renderings, Which Exclude 1330 Webford Park

**Resolution R-164-23**

**Exhibits**

Exhibit A: Amended and Restated Development Agreement

**Bernard I. Citron**  
312 580 2209 direct  
[bcitron@thompsoncoburn.com](mailto:bcitron@thompsoncoburn.com)

August 17, 2023

**VIA EMAIL ([mbartholomew@desplaines.org](mailto:mbartholomew@desplaines.org))**

Mr. Michael Bartholomew  
City Manager  
City of Des Plaines  
1420 Miner Street  
Des Plaines IL 60016

**RE: Mylo Project - 622 Graceland Avenue (the “Project”)-Request for Amendment to Development Agreement between the City of Des Plaines and Mylo Residential Graceland Property LLC dated as of April 18<sup>th</sup>, 2023 (the “Agreement”)**

Dear Mr. Bartholomew:

Mylo Residential Graceland Property LLC (“Mylo”), through its manager Joe Taylor, is requesting that it be provided the opportunity to appear before the City Council on August 21, 2023 to present the attached proposed amendment to the Agreement.

Specifically, Mylo is seeking to remove its obligation set forth in the Agreement to purchase the property located at 1330 Webford Avenue, Des Plaines, IL (the “1330 Property”). The 1330 Property was made part of the Project approvals solely for the construction of a public park that was to be retained and maintained by Mylo. The seller of the 1330 Property demanded a \$1 Million purchase price for the 1330 Property despite it having recently been purchased for \$400,000.00.

As a result of the financial hardship imposed on the Project by the high purchase price of the 1330 Property, the City agreed, at Mylo’s request, to certain concessions, which are as follows: (1) the City reduced the purchase price of the City property that is part of the Project from \$300,000.00 to \$10.00; (2) the City agreed to waive any in-house building permit fees; and (3) the City agreed to waive a portion of the park district impact fees.

As you are aware, Mylo recently sought to extend the closing date on the 1330 Property. On July 17, 2023, the City Council agreed to amend the Purchase and Sale Agreement for the City parcel to allow Mylo to close on the non-City owned parcels later than the closing for the City parcel. Despite Mylo’s best efforts, the seller of the 1330 Property did not agree to an extension nor was he ready to close on the original date set forth in that agreement. We have not been able to come to an agreement with the seller of the 1330 Property relating to the extension of the closing date for purchase and sale of the 1330 Property.

Mylo continues to be committed to completion of the Project, but due to the failure on the part of the seller of the 1330 Property to cooperate on an agreeable closing date based upon reasonable commercial terms, Mylo is seeking to amend the Agreement as follows:

Mr. Michael Bartholomew  
City Manager  
City of Des Plaines  
August 17, 2023

1. Eliminate the requirements that Mylo purchase the 1330 Property and develop it as a publicly accessible park;
2. Provide that Mylo pay to the City the prior agreed-upon purchase price of the City property of \$300,000.00; and
3. Pay all required Building Permit fees as set forth in the Code.
4. Commitment to pay an amended parkland fee in lieu to be approved by the City Council at a later date.

As you know, Mylo closed on the purchase of the City property on July 31, 2023. Mylo has entered into an extension of closing date of the 622 Graceland/1368 Webford property to no later than October 31, 2023. We are confident that we will obtain the necessary financing to close on the remaining parcel and be able to move forward with the construction of the Project.

We appreciate your attention to this request. Please let me know if you need any additional information.

Very truly yours,  
Thompson Coburn LLP



By:  
Bernard I. Citron

BIC/mu

cc: Joe Taylor (via [email jztaylor@compasspointdevelopment.com](mailto:jztaylor@compasspointdevelopment.com));  
Stewart Weiss (via email [Stewart.Weiss@ElrodFriedman.com](mailto:Stewart.Weiss@ElrodFriedman.com));  
Peter Friedman (via email [Peter.Friedman@ElrodFriedman.com](mailto:Peter.Friedman@ElrodFriedman.com));  
John Carlisle (via [email jcarlisle@desplaines.org](mailto:jcarlisle@desplaines.org));  
Gary Plotnick (via [email gplotnick@thompsoncoburn.com](mailto:gplotnick@thompsoncoburn.com))







**CITY OF DES PLAINES**

**RESOLUTION R - 164 - 23**

**A RESOLUTION APPROVING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF DES PLAINES AND MYLO RESIDENTIAL GRACELAND PROPERTY LLC (622 GRACELAND AVENUE & 1332-1368 WEBFORD AVENUE).**

**WHEREAS**, Mylo Residential Graceland Property, LLC, an Illinois limited liability company f/k/a 622 Graceland Apartments, LLC ("**Developer**"), is the owner of the parcel of real property at 1332 Webford Avenue ("**City Parcel**") and contract purchaser of those parcels of real property known as 622 Graceland and 1368 Webford ("**Journal & Topics Parcels**") in Des Plaines, Illinois (collectively, the "**Development Property**"); and

**WHEREAS**, on July 31, 2023, the Developer acquired title to the City Parcel, pursuant to a Purchase and Sale Agreement ("**PSA**") last amended by Resolution R-139-23, adopted July 17, 2023; and

**WHEREAS**, with the Developer's acquisition of the City Parcel, Ordinance Z-23-22, which changed the Development Property's zoning classification to the C-5 Central Business District, came into full force and effect; and

**WHEREAS**, on April 17, 2023, the City Council adopted Resolution No. R-76-23, approving a development agreement with the Developer dated as of April 18, 2023 ("**Development Agreement**"); and

**WHEREAS**, the Development Agreement required the Developer to acquire a parcel to the west of the Development Property commonly known as 1330 Webford ("**West Parcel**") and develop a publicly accessible passive recreation area thereupon; and

**WHEREAS**, the City and Developer acknowledge and agree that Developer has been unable to acquire the West Parcel despite having made good faith efforts and taken all commercially reasonable steps to purchase the parcel; and

**WHEREAS**, the City and Developer desire to move forward with the Development without the inclusion of the West Parcel, a change requiring an amendment and restatement of the Development Agreement; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to enter into an Amended and Restated Development Agreement with the Developer;

**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 AMENDED AND RESTATED DEVELOPMENT AGREEMENT.** The Amended and Restated Development Agreement is approved in substantially the form attached to this Resolution as **Exhibit A** and in a final form to be approved by the General Counsel.

**SECTION 3. AUTHORIZATION TO EXECUTE THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT AND ANCILLARY AGREEMENTS FOR PUBLIC PURPOSES.** The City Manager is authorized and directed to execute, on behalf of the City, the final Amended and Restated Development Agreement, as well as any subsidiary agreements that are referenced within the Amended and Restated Development Agreement to effectuate the purpose of the Amended and Restated Development 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**

Approved as to form:

ATTEST:

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

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

**THIS DOCUMENT PREPARED  
BY AND AFTER RECORDING  
RETURN TO:**

Peter M. Friedman  
Elrod Friedman LLP  
325 N. LaSalle Street, Suite 450  
Chicago, IL 60654



**AMENDED AND RESTATED DEVELOPMENT AGREEMENT  
BETWEEN  
THE CITY OF DES PLAINES AND  
MYLO RESIDENTIAL GRACELAND PROPERTY LLC  
(622 GRACELAND AVENUE & 1332-1368 WEBFORD AVENUE)  
DATED AS OF SEPTEMBER \_\_\_\_, 2023**

**AMENDED AND RESTATED DEVELOPMENT AGREEMENT  
BETWEEN  
THE CITY OF DES PLAINES AND  
MYLO RESIDENTIAL GRACELAND PROPERTY LLC  
(622 GRACELAND AVENUE & 1332-1368 WEBFORD AVENUE)**

**THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT (“Agreement”)** is dated as of the \_\_\_\_ day of September, 2023 and is by and between the **CITY OF DES PLAINES**, an Illinois home rule municipal corporation (“**City**”) and **MYLO RESIDENTIAL GRACELAND PROPERTY LLC**, an Illinois limited liability company, f/k/a **622 GRACELAND APARTMENTS, LLC (“Developer”)**.

**IN CONSIDERATION OF** the agreements set forth in this Agreement, the receipt and sufficiency of which are mutually acknowledged, and pursuant to the City’s statutory and home rule powers, the parties agree as follows:

**SECTION 1. RECITALS.\***

**A.** The Development Property is an approximately one-acre assemblage of parcels located at the addresses known as 622 Graceland, 1332 and 1368 Webford in Des Plaines, Illinois.

**B.** The Development Property consists of the J&T Parcels and the City Parcel, all of which are legally described in **Exhibit A**, attached to this Agreement.

**C.** As of the Effective Date of this Amended and Restated Agreement, Developer is the owner of the City Parcel and the contract purchaser of the J&T Parcels.

**D.** As of the Effective Date of this Amended and Restated Agreement, the Development Property is located entirely within the City’s C-5 Central Business District.

**E.** The Development Property is currently improved with the following buildings and structures:

1. the J&T Parcels are improved with two single-story structures; and
2. the City Parcel is improved with a surface parking lot.

**F.** The City and Developer previously entered into a Development Agreement dated as of April 18, 2023 to memorialize the Parties’ responsibilities and rights regarding the “**Development**,” a mixed-use residential, commercial, and parking development on those parcels known as 622 Graceland Avenue, 1330, 1332, and 1368 Webford Avenue.

**G.** In anticipation of, and concurrent with, the approval of the Development Agreement, the City adopted various ordinances and resolutions (i) authorizing the sale the City Parcel to Developer, (ii) rezoning the Development Property from the C-3 General Commercial District to the C-5 Central Business District, (iii) approving a Tentative and Final Plat of Subdivision

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\*All capitalized words and phrases throughout this Agreement have the meanings set forth in the preamble above and in Section 2 of this Agreement, or as elsewhere specifically defined in this Agreement. If a word or phrase is not specifically defined in this Agreement, it has the meaning ascribed to it in the City Code, Zoning Ordinance, or Subdivision Regulations.

for the Development Property, and (iii) approving a Park Land Dedication/Fee-in-Lieu for the Development.

**H.** The Development was originally intended to include a passive recreational area on the 1330 Webford parcel, designated as the “**West Parcel**” by the Development Agreement, to be constructed and maintained by Developer as an amenity accessible to the general public.

**I.** The Parties acknowledge and agree that Developer has been unable to acquire the West Parcel despite having made good faith efforts and taken all commercially reasonable steps to purchase the property.

**J.** The Parties desire to move forward with the Development without the inclusion of the West Parcel, a change requiring this full amendment and restatement of the Development Agreement.

**K.** The Corporate Authorities have concluded that the development and use of the Development Property pursuant to and in accordance with this Amended and Restated Agreement will: (1) further enable the City to regulate the development of the Development Property; (2) produce increased tax revenues for the various taxing districts authorized to levy taxes on the Development Property; and (3) serve the best interests of the City and its residents.

**SECTION 2. DEFINITIONS; RULES OF CONSTRUCTION.**

**A. Definitions.** Whenever used in this Agreement, the following terms have the following meanings unless a different meaning is required by the context. All capitalized words and phrases throughout this Agreement have the meanings set forth in the preamble above and in this Section and the other provisions of this Agreement. If a word or phrase is not specifically defined in this Agreement, it has the meaning ascribed to it in the City Code, Zoning Ordinance, or Subdivision Regulations.

**Business Day:** Any calendar day other than a Saturday, Sunday or legal holiday under the laws of the State of Illinois.

**City Attorney:** The duly appointed City Attorney of the City.

**City Clerk:** The duly elected City Clerk of the City.

**City Code:** The City Code of the City of Des Plaines, as the same may be amended from time to time.

**City Manager:** The duly appointed City Manager of the City.

**City Parcel:** That parcel of real property known as 1332 Webford Avenue, Des Plaines, consisting of approximately 13,500 square feet, owned by the City, and legally described in **Exhibit A** attached to this Agreement.

**Concurrent Approval:** Defined in Section 3.B. of this Agreement.

**Construction Regulations:** Title 10 of the City Code, as may be amended from time to time.

**Corporate Authorities:** The Mayor and City Council of the City of Des Plaines, Illinois.

**CTM Plan:** The Construction and Traffic Management Plan, as further defined in Section 6.F.1 of this Agreement.

**Declaration:** That certain Declaration of Easements, Covenant, Conditions, and Restrictions that will be recorded against the Development Property pursuant to Section 7.A of this Agreement.

**Developer:** Defined in the first paragraph of this Agreement.

**Development:** The Mixed-Use Building and the Improvements, collectively.

**Development Approvals:** Those ordinances, resolution, permits, and administrative approvals listed in Section 3 of this Agreement including both the Prior Approvals listed in Section 3.A, the Concurrent Approval listed in Section 3.B, and the Subsequent Consideration Approvals listed in Section 3.C.

**Development Engineering Plan:** The engineering plan for the Development that will be approved as provided in Section 3.C of this Agreement listed and described in **Exhibit B** to this Agreement.

**Development Landscape Plan:** The landscape plan for the Development that will be approved as provided in Section 3.C of this Agreement listed and described in **Exhibit B** to this Agreement.

**Development Permitting and Construction Schedule:** The schedule established pursuant to Section 6.E and included as **Exhibit D** to this Agreement.

**Development Plan:** Collectively, those plans listed and described in **Exhibit B** to this Agreement, which may be updated and supplemented with the Replacement Development Plan prior to recordation of this Agreement.

**Development Property:** Defined in Section 1.B of this Agreement and collectively legally described in **Exhibit A** to this Agreement.

**Development Site Plan and Elevations:** The site plan and building elevations for the Development listed and described in **Exhibit B** to this Agreement.

**Director of Public Works and Engineering:** The duly appointed Director of Public Works and Engineering of the City.

**Effective Date:** The latest date of execution of this Agreement by all of the Parties as set forth in the first paragraph of page one of this Agreement.

**Events of Default:** Defined in Section 16.A of this Agreement with respect to Developer, in Section 16.B of this Agreement with respect to the City.

**Governing Documents:** Those agreements, easements, and covenants described in Section 7 including the Declaration and the Public Parking Leaseback Agreement.



**Improvements:** The on-site and off-site improvements to be constructed and installed in connection with the Development, as provided in Sections 4 and 5 of this Agreement, including, without limitation, the Public Improvements to be installed pursuant to the Development Plan, but specifically excluding the Mixed-Use Building and any other Structures to be constructed as part of the Development.

**J&T Parcels:** Those parcels of real property known as 622 Graceland Avenue and 1368 Graceland, Des Plaines, consisting of approximately 30,000 square feet, owned by Wessell Holdings LLC, and legally described in **Exhibit A** to this Agreement.

**Maintenance Guarantee:** Defined in Section 12.D of this Agreement.

**Mixed-Use Building:** The seven-story, approximately 187,000 square foot building proposed to be constructed by Developer on the Development Property to be used for residential, commercial, and parking purposes.

**Parties:** Developer and the City, collectively.

**Person:** Any corporation, partnership, individual, joint venture, limited liability company, trust, estate, association, business, enterprise, proprietorship, governmental body or any bureau, department or agency thereof, or other legal entity of any kind, either public or private, and any legal successor, agent, representative, authorized assign, or fiduciary acting on behalf of any of the above.

**Planning and Zoning Board:** The Planning and Zoning Board of the City, established by Section 2-2-1 of the City Code.

**Plat of Subdivision:** That certain “Tentative and Final Plat of Subdivision Graceland/ Webford Subdivision to Consolidate Lots” prepared by Gentile & Associates, Inc., consisting of two sheets, as may be approved by the Corporate Authorities as part of the Subsequent Consideration Approvals.

**Prior Approvals:** Defined in Section 3.A. of this Agreement.

**PSA:** That certain Real Estate Purchase and Sale Agreement by and between the City and Developer, then known as 622 Graceland Apartments, LLC, dated October 7, 2022, as subsequently amended by a First Amendment, dated as of July 20, 2023, and a Second Amendment dated as of September 6, 2023.

**Public Improvements:** Those Improvements that will be dedicated to, and accepted by, the City, and listed and described in **Exhibit C** to this Agreement.

**Public Parking Spaces:** Those 25 indoor parking spaces to be located within the Mixed-Use Building that will be reserved for use by the general public pursuant to the Public Parking Leaseback Agreement.

**Public Parking Leaseback Agreement.** The agreement entered into by the City and Developer as of July 31, 2023 for the leaseback to the City of the Public Parking Spaces to be constructed within the Mixed-Use Building.

**Public Right-of-Way Improvements:** Those Public Improvements to be constructed on or within the publicly owned rights-of-way that are adjacent to or in the vicinity of the Development Property, as listed and described in **Exhibit C** to this Agreement.

**Requirements of Law:** All applicable laws, statutes, codes, ordinances, resolutions, rules, regulations, and policies of the City and any federal, state, local government, or governmental agency with jurisdiction over the Development Property.

**Site Restoration:** Site restoration and modification activities to establish a park-like setting suitable for passive outdoor recreational activities, including, without limitation, demolition of partially constructed improvements and Structures, regrading, erosion control, and installation of sod or seeding.

**Stormwater Improvements:** Those stormwater improvements depicted on the Development Engineering Plans, including, without limitation, private storm sewers, related equipment, appurtenances, swales, mains, service lines, and storm drainage and detention areas installed and maintained on the Development Property to ensure adequate stormwater drainage and management and to collect and direct stormwater into the City's storm sewer system, as listed and described in **Exhibit C** to this Agreement.

**Structure:** Anything constructed or erected, the use of which requires permanent or temporary location on the ground or attachment to something having a permanent or temporary location on the ground. "Structure" shall in all cases be deemed to refer to both structures and buildings, including, without limitation, the Mixed-Use Building.

**Subdivision Regulations:** Title 13 of the City Code, as may be amended from time to time.

**Subsequent Consideration Approvals:** Defined in Section 3.C of this Agreement.

**Title Acquisition Date:** The date by which Developer has acquired title to the J&T Parcels.

**Transferee Assumption Agreement:** Defined in Section 14.B.4 of this Agreement.

**Uncontrollable Circumstance:** Any of the following events and circumstances that materially change the costs or ability of Developer to carry out its obligations under this Agreement:

- a. a change in the Requirements of Law;
- b. insurrection, riot, civil disturbance, sabotage, act of public enemy, explosion, nuclear incident, war, or naval blockade;
- c. pandemic, epidemic, hurricane, tornado, landslide, earthquake, lightning, fire, windstorm, other extraordinary weather conditions preventing performance of work, or other similar act of God;
- d. governmental condemnation or taking other than by the City;

- e. strikes or labor disputes, other than those caused by the unlawful acts of Developer, its partners, or affiliated entities;
- f. delays caused by the breach of this Agreement or default under this Agreement by the City;
- g. governmental moratoriums;
- h. inability to obtain any material or service due to shortages or supply chain disruption.

Uncontrollable Circumstance does not include: (i) delays caused by weather conditions, unless the weather conditions are unusually severe or abnormal considering the time of year and the particular location involved; (ii) economic hardship or economic conditions; or (iii) a failure of performance by a contractor (except as caused by events that are Uncontrollable Circumstances as to such contractor).

**Vertical Construction:** The construction of any portion of a Structure above grade level.

**City:** The City of Des Plaines.

**Zoning Ordinance:** The “Des Plaines Zoning Ordinance of 1998,” as amended.

**B. Rules of Construction.**

1. **Grammatical Usage and Construction.** In construing this Agreement, plural terms are to be substituted for singular and singular for plural, in any place in which the context so requires.

2. **Headings.** The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

3. **Calendar Days; Calculation of Time Periods.** Unless otherwise specified in this Agreement, any reference to days in this Agreement will be construed to be calendar days. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event on which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless the last day is a Saturday, Sunday or legal holiday under the laws of the State in which the Development Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday. The final day of any period will be deemed to end at 5:00 p.m., Central prevailing time.

4. **Compliance and Conflict with Other Requirements.** Unless otherwise provided in this Agreement either specifically or in context, in the event of a conflict between or among this Agreement and any plan, document, or Requirement of Law referenced in this Agreement, the plan, document, or Requirement of Law that provides the greatest control and protection for the City, as determined by the City Manager, will control. All of the provisions set forth in this Agreement, and all referenced plans, documents, and Requirements of Law are to be interpreted so that the duties and requirements imposed by any one of them are cumulative among all of them, unless otherwise provided in this Agreement either specifically or in context.

**C. Legal Effect.** This Amended and Restated Development Agreement replaces the Development Agreement between the Parties dated as of April 18, 2023 in its entirety. Upon the Effective Date of this Amended and Restated Agreement, all provisions of the April 18, 2023 Development Agreement will be rendered void and of no further force and effect.

**SECTION 3. APPROVAL OF DEVELOPMENT.**

**A. Prior Approvals.** The Corporate Authorities previously granted the following approvals for the Development:

1. Ordinance M-22-22 “An Ordinance Approving and Authorizing the Execution of a Purchase and Sale Agreement for the Sale of the Development Property Located at 1332 Webford Avenue,” adopted by the Corporate Authorities on September 6, 2022, which approved and authorized the execution of the PSA to convey the City Parcel to Developer.

2. Ordinance Z-23-22 “An Ordinance Approving a Zoning Map Amendment for 622 Graceland Avenue, 1332 Webford Avenue, and 1368 Webford Avenue,” adopted by the Corporate Authorities on August 1, 2022, which rezoned the J&T Parcels and the City Parcel from the C-3 General Commercial District to the C-5 Central Business District. Ordinance Z-23-22 does not become legally effective unless and until the occurrence of the Title Acquisition Date.

3. Resolution R-74-23 “A Resolution Approving a Tentative and Final Plat of Subdivision for 622 Graceland and 1332-1368 Webford” approving the Plat of Subdivision for the Development Property; and

4. Resolution R-75-23 “A Resolution Approving Park Land Dedication/Fee-in-Lieu” approving park land dedication credits and the payment of a fee-in-lieu to satisfy the park land dedication requirements set forth in Chapter 4 of the Subdivision Regulations and as more fully described in Section 8 of this Agreement.

5. Resolution R-139-23 “A Resolution Approving a First Amendment to a Real Estate Purchase and Sale Agreement,” approving an extension to the time periods by which Developer was required to acquire title to the J&T Parcels and the adjacent parcel to the west of the Development Property commonly known as 1330 Webford.

**B. Concurrent Approval.** Concurrent with or subsequent to the approval of this Agreement, the Corporate Authorities intend to adopt a “Resolution Approving a Second Amendment to the Real Estate Purchase and Sale Agreement” for the City Parcel. This resolution will approve the release of the post-closing condition that Developer acquire the 1330 Webford parcel in exchange for a payment of \$300,000, along with other minor revisions to the Purchase and Sale Agreement.

**C. Subsequent Approval Consideration.** Subsequent to the approval of this Agreement, the City will consider the following approvals in connection with the Development;

1. Replacement Development Plan Revisions. City staff will review revised versions of the following plans provided by Developer and shall approve such plans contingent on their compliance with the Zoning Ordinance and Subdivision Regulations or obtaining appropriate relief:

a. The Development Site Plan and Elevations;

- b. The Development Floor Plans;
- c. The Development Engineering Plan; and
- d. The Development Landscape Plan;

A description of all components of the final, approved Replacement Development Plan will be incorporated into **Exhibit B** this Agreement prior to recordation of the Agreement in the Office of the Clerk of Cook County.

- 2. A Resolution Approving a Replacement Tentative and Final Plat of Subdivision for 622 Graceland and 1332-1368 Webford. This resolution will approve a new Plat of Subdivision for the Development Property to replace the Plat approved by Resolution R-74-23; and
- 3. A Restated Resolution Approving Park Land Dedication/Fee-in-Lieu. This resolution will approve park land dedication credits and the payment of a fee-in-lieu to satisfy the park land dedication requirements set forth in Chapter 4 of the Subdivision Regulations and as more fully described in Section 8 of this Agreement and will replace Resolution R-75-23.

Developer acknowledges and agrees that the City Council will not be obligated to approve a replacement Plat of Subdivision for the Development Property or any park land dedication credits that do not satisfy the standards set forth in the Subdivision Regulations.

**SECTION 4. DEVELOPMENT, USE, OPERATION, AND MAINTENANCE OF THE DEVELOPMENT PROPERTY.**

Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the City Code, the Zoning Ordinance, the Subdivision Regulations, or any other rights Developer may have, during the term of this Agreement, the Development Property may be developed, used, operated, and maintained only pursuant to, and in accordance with, the terms and provisions of this Agreement and its exhibits, including, without limitation, the following development conditions. Development, use, operation, and maintenance of the Development Property in a manner materially deviating from these conditions will be deemed a violation of this Agreement and Developer's obligations hereunder, as the case may be, and an Event of Default pursuant to Section 16.A of this Agreement, subject to any applicable notice or cure period.

**A. Responsibilities.**

1. Developer is responsible for development and construction of the Development in the manner set forth below.

2. Developer will ensure that the Development is used, operated, and maintained in compliance with the Development Approvals and the Governing Documents.

**B. Development.** The Development must consist of the following required elements, all of which were promised by Developer and served as an enticement to the City to enter into this Agreement and to adopt the Development Approvals:

1. **Mixed-Use Building.** The Mixed-Use building will include the following characteristics and amenities as all depicted in the Development Plan:

- a. Building Dimensions:
  - i. Approximately 187,000 square feet of gross floor area; and
  - ii. Seven stories reaching no more than 82 feet in building height, which is measured as prescribed by the Zoning Ordinance.

- c. Residential Units: 131 Multi-family dwelling units including:

- i. 17 studio apartments;
- ii. 103 one-bedroom apartments; and
- iii. 11 two-bedroom apartments.

The mix of apartment units may be revised by Developer, subject to City Council approval by resolution duly adopted, so long as the number of proposed bedrooms does not create a need for additional off-street parking on the Development Property. Developer will be responsible for any additional fee-in-lieu of park land dedication that may be due under Chapter 4 of the Subdivision Regulations as a result of a change in the mix of apartment units.

- d. Tenant Amenities: Residential tenant amenities including:

- i. coworking office space;
- ii. fitness area;
- iii. lounges and meeting rooms;
- iv. club room;
- v. game room;
- vi. outdoor dog run and indoor dog wash;
- vii. indoor bike parking; and
- viii. outdoor swimming pool and recreation deck.

- e. Commercial Areas: Approximately 2,800 square foot first-floor commercial restaurant and bar featuring an outside seating area.

- f. Parking: An indoor parking garage containing 179 indoor parking spaces including:

- i. 154 spaces reserved for residential tenants, commercial customers, and employees; and
- ii. 25 spaces reserved for use by the general public;

Development will also include five on-street parking spaces and one loading space along the Webford Avenue frontage of the Development Property, to be constructed as part of the Public Improvements at Developer's sole cost and expense and dedicated to the City upon completion.

**D. General Use and Development Restrictions:** The development, use, operation, and maintenance of the Development on the Development Property, as the case may be, must, except for minor alterations due to final engineering and site work approved by the Director of Public Works and Engineering or the Director of Community and Economic Development, as appropriate, comply, and be in accordance, with the following:

1. This Agreement;
2. The Development Approvals;
3. The Replacement Development Plan, and all individual plans and documents of which it is comprised, including any plans approved subsequent to the Effective Date of this Agreement;
4. The Zoning Ordinance;
5. The Construction Regulations;
6. The Subdivision Regulations;
7. The Governing Documents; and
8. The Requirements of Law.

Unless otherwise provided in this Agreement either specifically or in context, in the event of a conflict between or among any of the plans or documents listed as or within items 1 through 8 of this Section 4.D, the interpretative provisions of Section 2.B.4 will govern.

**SECTION 5. IMPROVEMENTS.**

**A. Design and Construction of the Improvements.**

1. **Description of Improvements.** The Improvements depicted and described on the Development Engineering Plan and the other components of the Development Plan, and include, without limitation, the following:

- a. The Stormwater Improvements;
- b. Sanitary sewer mains and service lines;
- c. Water mains and service lines;
- d. The Public Right-of-Way Improvements, as described in Section 5.C of this Agreement; and

- e. The landscaping, as depicted in the Development Landscape Plan.

The Public Improvements are more fully described in the Public Improvements Chart attached as **Exhibit C** to this Agreement.

2. **General Standards.** All Improvements must be designed and constructed pursuant to and in accordance with the Development Approvals, and will be subject to the reasonable written satisfaction of the Director of Public Works and Engineering in accordance with the City Code, and the Subdivision Regulations. All work performed on the Improvements must be conducted in a good and workmanlike manner, with due dispatch, and in compliance with the Public Improvement Construction Plan, as well as all permits issued by the City for construction of the Improvements, subject to Uncontrollable Circumstances. All materials used for construction of the Improvements must be new and of first-rate quality.

3. **Public Improvement Construction Plan.**

a. Developer must submit all necessary documents required for the issuance by the City of building permits for the construction of the Improvements in accordance with the Development Permitting and Construction Schedule required by Section 6.F.

b. Prior to commencing any construction of any Public Improvement, or of any part of the Development that will affect existing utilities or roadways, Developer must meet with the Director of Public Works and Engineering, or their designee, to develop a mutually agreeable plan and schedule for all such construction ("**Public Improvement Construction Plan**"). The meeting must take place not less than one week prior to the commencement of any such construction. After the meeting, Developer must prepare and submit minutes of the meeting to the Director of Public Works and Engineering. No construction may occur prior to the approval by the Director of Public Works and Engineering of the meeting minutes and the Public Improvement Construction Plan, which approval shall not be unreasonably withheld, conditioned, or delayed.

c. Developer must complete and make ready the Improvements for inspection, approval and, where appropriate, acceptance by the City pursuant to the Public Improvement Construction Plan. Developer may be allowed extensions of time beyond the completion dates set forth in such construction schedule only for unavoidable delay caused by Uncontrollable Circumstances or as may be reasonably approved by the City Manager.

4. **Contract Terms; Prosecution of the Work.** Developer must include in every contract for work on the Improvements an acknowledgement from the contractor that (i) such contractor has received a copy of this Agreement, the Development Approvals, the Development Plan, and the Public Improvement Construction Plan and (ii) subject to Uncontrollable Circumstances, such contractor understands that this Agreement, the Development Approvals, the Development Plan, the Public Improvement Construction Plan and the Requirements of Law govern construction of the Development.

5. **Engineering Services.** Developer must provide, at its sole cost and expense, all engineering services for the design and construction of the Improvements that are the responsibility of Developer, by a registered Illinois professional engineer responsible for overseeing the construction of the Improvements and by an environmental construction manager with respect to any and all site remediation. Developer must promptly provide the City with the



name of a local owner's representative and a telephone number or numbers at which the owner's representative can be reached.

6. **City Inspections and Approvals.** All work on the Improvements is subject to reasonable inspection and approval by City representatives at all reasonable times upon reasonable prior written notice. Developer will provide access to the Development Property for the purpose of conducting these inspections during regular operating hours and within 12 hours outside of regular operating hours following reasonable prior written notice by the City. City representatives shall abide by the reasonable safety precautions established by Developer and/or Developer's contractor during any such access, and City representatives shall access the Development Property at their own risk.

7. **Other Approvals.** Where the construction and installation of any Improvement requires the consent, permission, or approval of any third-party public agency, utility, or private party, Developer must promptly file all applications, enter into all agreements, post all security, pay all fees and costs, and otherwise take all steps that may be reasonably required to obtain the consent, permission, or approval.

**B. Utilities.** Developer must, at its sole cost and expense, and in accordance with and pursuant to the Development Plan, upgrade the connection of all utilities to facilities located on the Development Property. No utilities located on the Development Property may be connected to the sewer and water utilities belonging to the City except in accordance with the applicable provisions of the City Code and upon payment all fees required pursuant to the City Code.

**C. Public Right-of-Way Improvements.**

1. **Grant of Temporary Construction License.** Subject to the terms and conditions set forth in this Agreement, the City grants to Developer, and Developer accepts, a non-exclusive license, which may not be revoked during the term of this Agreement, and is for the benefit of Developer and its successors and assigns in this Agreement, for the construction, installation, completion, and maintenance at the sole effort, cost, and expense of Developer, of Improvements within City-owned rights-of-way and, as necessary, within adjacent City-owned parcels (collectively, the "***Licensed Premises***"), all as depicted in the Development Engineering Plan, and pursuant to and in strict accordance with the terms and provisions of this Section 5.C

and the other provisions of this Agreement (“**PROW Construction License**”), including, without limitation:

- a. The Public Right-of-Way Improvements listed in **Exhibit C** to the Agreement.
- b. **Utility Line Burial.** The burial of all existing and proposed utility lines and poles, on or in the public right-of-way adjacent to, the Development Property including conduit for street lighting; and
- c. **Landscaping in Public Rights-of-Way.** Installation of landscaping materials within the rights-of-way adjacent to the Development Property, as depicted in the Development Landscape Plan.

2. **Limitation of Interest.**

- a. Except for the PROW Construction License granted pursuant to this Section 5.C, Developer does not and will not have any legal, beneficial, or equitable interest, whether by adverse possession or prescription or otherwise, in any portion of the Licensed Premises, or the Webford Avenue right-of-way, or any other City-owned property or right-of-way. Specifically, and without limitation of the foregoing, Developer acknowledges and agrees that nothing in this Agreement is to be interpreted to provide a license to Developer to alter any City-owned right-of-way in any way other than for the installation of the Public Right-of-Way Improvements identified in this Section 5.C.
- b. Graceland Avenue is a right-of-way under the jurisdiction of the Illinois Department of Transportation (IDOT) and the City does not have the authority to grant any license or permission for work within the Graceland Avenue right-of-way. Developer will take all necessary actions to obtain the necessary permissions or licenses from IDOT for the construction of those Public Right-of-Way Improvements within the Graceland Avenue right-of-way.

3. **Construction of the Public Right-of-Way Improvements.** Developer must construct the Public Right-of-Way Improvements in substantial compliance with and pursuant to the Development Plan and this Agreement, in a good and workmanlike manner, and subject to inspection and approval by the City and, where appropriate, IDOT. Specifically, and without limitation of the foregoing, during the period of installation, Developer must: (a) construct all Public Right-of-Way Improvements in specific locations and of specific designs approved in advance by the Director of Public Works and Engineering, which approval shall not be unreasonably withheld, conditioned, or delayed, and, for landscaping improvements, by the City’s Director of Public Works and Engineering, which approval shall not be unreasonably withheld, conditioned, or delayed; and (b) maintain the Licensed Premises and all streets, sidewalks, and other public property in and adjacent to the Licensed Premises in a safe, good and clean condition at all times.

4. **City’s Reservation of Rights Over Licensed Premises.** The City hereby reserves the right to use the Licensed Premises in any manner that will not prevent, impede, or

interfere in any way with the exercise by Developer of the rights granted pursuant to this Section 5.C. The City will have the right to grant other non-exclusive licenses or easements, including, without limitation, licenses or easements for utility purposes, over, along, upon, or across the Licensed Premises rights-of-way. The City further reserves its right of full and normal access to the Licensed Premises for the maintenance of any existing or future utility located thereon. The foregoing notwithstanding, any delays in Developer's construction within the Licensed Premises caused by the City's exercise of its reserved rights set forth herein shall be deemed delays arising from Uncontrollable Circumstances.

5. **Liens.** Developer must, at its sole cost and expense, take all necessary action to keep all portions of the Licensed Premises free and clear of all liens, claims, and demands, including without limitation mechanic's liens, in connection with any work performed by the Developer or its agents.

6. **Maintenance of Right-of-Way by City.** Without limitation of the provisions of Section 13 of this Agreement, the City will not be liable for any damage that may occur to the Public Right-of-Way Improvements as a result of the City's necessary maintenance responsibilities with regard to any right-of-way that is subject to the PROW Construction License, except to the extent arising from the gross negligence or willful misconduct of the City's representatives. Any maintenance, repair, or replacement of the Improvements necessary as a result of such City maintenance or other work will be at the sole cost and expense of Developer, through and including the date of expiration of the License, as set forth in Section 5.C.8 of this Agreement.

7. **Term.** The PROW Construction License granted pursuant to this Section 5.C will expire upon the acceptance by the City of all Public Right-of-Way Improvements pursuant to Section 5.E of this Agreement.

**D. Prevailing Wage.** If applicable, Developer shall comply with the requirements of the Illinois Prevailing Wage Act (820 ILCS 130/00.1 et seq.) for construction of the Public Improvements and any Improvements which will be conveyed to any unit of government, including IDOT, or if the cost of constructing the Improvements will be reimbursed by public funds.

**E. Timing of Construction of the Improvements.** The City has the right, but not the obligation, to refuse to issue a final certificate of occupancy for any building or Structure located on the Development Property, as the case may be, until the Improvements that are the responsibility of Developer are completed by Developer and approved by the City. The foregoing does not preclude the City's issuance of temporary certificates of occupancy pursuant to the applicable provisions of the City Code. The issuance of any temporary certificate of occupancy by the City at any time prior to completion of all of the Improvements by Developer, and approval of the applicable Improvements by the City will not constitute a waiver of the City's right to withhold any final certificate of occupancy and will not confer on Developer any right or entitlement to any other certificate of occupancy.

**F. Dedication and Maintenance of the Improvements.**

1. **Final Inspection and Approval of the Improvements.** The inspection, approval, acceptance, and maintenance of the Improvements must be in accordance with Section 13-2-8 and 13-3-5 of the Subdivision Regulations. Developer must notify the City when it believes that any or all of the Improvements on the Development Property have been fully and properly completed and must request final inspection and approval of the Improvement or Improvements

by the City. The notice and request must be given far enough in advance, and in no event with less than one week's advance notice, to allow the City time to inspect the Improvements and to prepare a punch list of items requiring repair or correction and to allow Developer time to make all required repairs and corrections prior to the scheduled completion date (as may be established pursuant to this Agreement or in the permits issued by the City for construction of the Improvements). The Developer must promptly make all necessary repairs and corrections as specified on the punch list. The City is not required to approve any portion of the Improvements until: (a) all of the Improvements as may be required pursuant to this Agreement, including all punch list items, have been fully and properly completed; and (b) the City's Director of Public Works and Engineering has determined that the specific Improvement has been constructed to completion, in accordance with the Development Plan and Requirements of Law, which determination shall not be unreasonably withheld, conditioned, or delayed. Prior to the issuance by the City of a final certificate of occupancy for any Structure on the Development Property, as the case may be, the Developer must install all landscaping on the Development Property, as depicted on the Development Plan.

2. **Dedication and Acceptance of Public Improvements.** Neither the execution of this Agreement, nor the approval of the Development Approvals, nor the execution and recordation of the Plat of Subdivision constitutes acceptance by the City of any Public Improvements that are depicted as "dedicated" on the Plat of Subdivision or on the Development Plan, if any. The acceptance of ownership of, and responsibility for, a specific approved Improvement as a Public Improvement may be made only by the Corporate Authorities, by adoption of a resolution, and only in compliance with the requirements of the Subdivision Regulations.

3. **Transfer of Ownership of the Public Improvements and Easements to the City.** Upon the approval of, and prior to acceptance of, the Public Improvements to be accepted by the City pursuant to Chapter 3 of the Subdivision Regulations and Section 5.E of this Agreement, Developer must execute, or cause to be executed, all documents as the City may request to transfer ownership of, or to provide easements in, the Public Improvements to, and to evidence ownership of the Public Improvements by, the City, free and clear of all liens, claims, encumbrances, and restrictions, unless otherwise approved by the City in writing, which instruments shall be subject to the review and approval of Developer, which approval shall not be unreasonably withheld, conditioned, or delayed. Developer must, at the same time (a) grant, or cause to be granted, to the City all insured easements or other property rights as the City may require to install, operate, maintain, service, repair, and replace the Public Improvements that have not previously been granted to the City, free and clear of all liens, claims, encumbrances, and restrictions, unless otherwise approved by the City in writing, and (b) provide a written estimate of the monetary value of each Public Improvement to be accepted by the City.

4. **Maintenance of Public Improvements.** For a period of 18 months following acceptance by the City of the Public Improvements, Developer must, at its sole cost and expense, maintain the Public Improvements without any modification, except as specifically approved in writing by the Director of Public Works and Engineering, in a first-rate condition at all times. Developer hereby guarantees, on its behalf and on behalf of its successors, the prompt and satisfactory correction of all defects and deficiencies in any of the Public Improvements that occur or become evident within 18 months after acceptance of the Public Improvement by the City pursuant to this Agreement. In the event the Director of Public Works and Engineering determines, in the Director of Public Works and Engineering's reasonable discretion, that Developer is not adequately maintaining, or has not adequately maintained, any Public Improvement, Developer must, after 15 days' prior written notice from the City (subject to

Uncontrollable Circumstances), correct it or cause it to be corrected, provided, however, if the nature of the corrective work is such that it cannot reasonably be completed within such time, then Developer shall have such additional time as is reasonably necessary to complete such correct, provided Developer promptly commences such correction within such 15 days and thereafter diligently pursues same to completion. If Developer fails to correct the defect, commence the correction of the defect, or diligently pursue correction of the defect to completion following the expiration of the foregoing notice and cure period, then the City, after ten days' prior written notice to Developer, may, but will not be obligated to, enter upon any or all of the Development Property for the purpose of performing maintenance work on and to such Public Improvement. In the event that the City causes to be performed any work pursuant to this Section 5.E.4, Developer must, within 15 days after written demand by the City, pay the costs of the work to the City. If Developer fails to pay the costs, the City will have the right to draw from the Maintenance Guarantee required pursuant to Section 12.D of this Agreement, based on costs actually incurred, including reasonable legal fees and administrative expenses.

**SECTION 6. CONSTRUCTION OF DEVELOPMENT.**

**A. General Construction and Contracting Requirements.**

1. **Pre-Condition to Issuance of Building Permit.** The City will have the right, but not the obligation, to refuse to issue a building permit for any Structure to be constructed on the Development Property, prior to the approval of the (i) Concurrent Approval and (ii) Subsequent Consideration Approvals by the Corporate Authorities and the occurrence of the Title Acquisition Date.

2. **Compliance with Plans and Approvals.** The development of the Development Property must be designed and constructed pursuant to and in accordance with the Development Plan and the Development Approvals. All work must be conducted in a good and workmanlike manner and with due dispatch, subject to Uncontrollable Circumstances. All materials used for construction on the Development Property must be in accordance with the specifications for the work to be performed.

3. **Contracts for Work on Property.** Developer must include in every contract for work on the Development Property an acknowledgement from the contractor that (i) such contractor has received a copy of this Agreement, the Development Approvals, the Development Plan and the Public Improvement Construction Plan and (ii) subject to Uncontrollable Circumstances, such contractor understands that this Agreement, the Development Approvals, the Development Plan, the Development Permitting and Construction Schedule, and the Requirements of Law govern construction of the Development.

4. **City Inspections and Approvals.** All work on the Development Property will be subject to inspection and approval by City representatives at all times, subject to Section 5.A.6 above.

**B. Demolition of Existing Structures.** Developer may commence demolition of existing Structures on the Development Property only after obtaining all necessary demolition permits from the City and Cook County and presenting the City with a plan to mitigate dust, smoke, and other particulates resulting from the demolition. Developer will conduct all demolition work on the Development Property in full compliance with the City's permitted construction work hours regulations. Developer will remove and dispose of all debris resulting from the demolition of existing Structures on the Development Property in compliance with the Requirements of Law.

**C. Phasing of Development.** The construction of the Improvements and the Development must take place in one continuous phase, subject to seasonal conditions, except to the extent otherwise approved by the City, which approval shall not be unreasonably withheld, conditioned, or delayed.

**D. Limits on Vertical Construction.** In addition to any other applicable provision of this Agreement and the Requirements of Law, Developer may not commence any Vertical Construction unless the City Manager has determined that the construction of the following Improvements is complete as required by this Agreement and Requirements of Law, except as may be authorized in writing by the City Manager in their sole discretion:

1. The Stormwater Improvements; and
2. A functional water system that can deliver water to all proposed fire hydrants on the Development Property in the manner required by the City.

**E. Diligent Pursuit of Construction.**

1. **Development Permitting and Construction Schedule.** Developer agrees to pursue the development and construction of the Development in accordance with the Development Permitting and Construction Schedule set forth in **Exhibit D** to this Agreement. Failure of Developer to abide by the Development Permitting and Construction Schedule may be considered an abandonment of the Development, and will trigger the City's right to rezone the Development Property to the C-3 District as set forth in Section 5.D of Ordinance Z-23-22; provided, however, Developer may timely seek an extension of any date set forth in the Development Permitting and Construction Schedule from the City Manager. The basis for such extensions will be limited to the following circumstances:

a. **Infeasibility of Financing.** If changes in interest rates on construction loans render the Development financially infeasible, Developer may seek an extension until such time as Developer can prove to the City that financing is again feasible.

b. **Bankruptcy of Developer's General Contractor.** Developer may seek an extension sufficient to obtain a new general contractor that can resume construction of the Development in a diligent manner.

c. **Inability to Procure Necessary Materials.** If Developer is unable to obtain necessary materials caused by a systemic issue in the building material supply chain through no fault of Developer, Developer may seek an extension until such material(s) become available.

d. **Delay in Approvals from Third-Party Agencies.** The date to apply for permit from the City may be extended if the Developer or its consultants have not received approval of Development plans from the third-party agencies (including, without limitation, IEPA, IDOT, MWRD) in sufficient time to comply with the submission dates set forth in the Development Permitting and Construction Schedule. Developer must provide notice to the City of any such delays and seek assistance by the City in receiving the necessary approvals.

The City Manager will have the authority to extend dates for submission or completion set forth in the Development Permitting and Construction Schedule upon the occurrence of the circumstances set forth in this Section 6.E, but is not required to render such relief. To qualify for an extension, Developer must submit a detailed explanation of the circumstances and the City

Manager shall either review and approve or deny the extension. Any denial shall be accompanied by a written explanation and shall rendered in a commercially reasonable manner.

2. Once construction has commenced pursuant to this Agreement, Developer must pursue, or cause to be pursued, all required development, demolition, construction, and installation of Structures, buildings, and Improvements on the Development Property in a diligent and expeditious manner, and in strict compliance with the City Code the Requirements of Law, and the Development Permitting and Construction Schedule. The Developer will conduct all construction work on the Development Property in full compliance with the City's permitted construction work hours regulations.

**F. Construction Traffic.**

1. **Construction and Traffic Management Plan.** Developer must prepare and submit, for review and approval by the City Director of Community and Economic Development and the Director of Public Works and Engineering, a Construction and Traffic Management Plan ("**CTM Plan**") for the construction of the Development. The CTM Plan will govern (i) the location, storage, and traffic routes for construction equipment, construction staging and construction vehicles, and (ii) the location of alternative off-street parking during the construction. The City has no obligation to issue a building permit for any Structure or Improvement, and no construction may be commenced with respect to the Structure or Improvement, unless and until the Director of Public Works and Engineering and the Director of Community and Economic Development has approved, in writing, the CTM Plan, which approval shall not be unreasonably withheld, conditioned, or delayed. The City agrees to cause the CTM Plan to be promptly and expeditiously reviewed; provided, however, that nothing in this Agreement is to be deemed or interpreted to require the City to approve the CTM Plan. Developer must comply with the CTM Plan, and failure to do so continuing beyond any applicable notice and cure period is a Developer Event of Default. The CTM Plan must include, without limitation, the following:

- a. The schedule and traffic routes for construction traffic accessing the Development Property;
- b. The designation of machinery and construction material storage areas on the Development Property;
- c. Provisions for the screening of construction areas within the Development Property;
- d. The hours of operation and schedule for construction on the Development Property;
- e. The location of areas on the Development Property for the parking of construction vehicles and vehicles operated by construction employees;
- f. The location of alternative off-street parking to replace any parking temporarily lost due to construction; and
- g. The location of temporary and durable off-street parking on the Development Property for construction employees.

2. **Designated Routes of Access.** The City reserves the right to designate certain prescribed routes of access to the Development Property for construction traffic to provide for the protection of pedestrians and to minimize disruption of traffic and damage to paved street surfaces, to the extent practicable; provided, however, that the designated routes must not: (a) be unreasonably or unduly circuitous; nor (b) unreasonably or unduly hinder or obstruct direct and efficient access to the Development Property for construction traffic.

3. **Maintenance of Routes of Access.** At all times during the construction of the Structures and Improvements, each Developer must: (a) keep all routes used for such Developer's construction traffic free and clear of mud, dirt, debris, obstructions, and hazards; and (b) repair any damage caused by such Developer's construction traffic.

**G. Stormwater Management and Erosion and Dust Control During Construction.** During construction of any of the Structures or Improvements on the Development Property, Developer must:

1. Install and implement such measures as necessary to temporarily divert or control any accumulation of stormwater away from or through the Development Property in a manner approved in advance by the Director of Public Works and Engineering, which approval shall not be unreasonably withheld, conditioned, or delayed, which method of diversion must include early installation of storm drains to collect water and convey it to a safe discharge point;

2. Install erosion control devices as necessary to prevent silt, dirt, snow, water, ice, and other materials from leaving the site and traveling onto other properties. All debris, spoils, materials, and waste generated by demolition, grading, construction, installation and paving on the Development Property must be properly removed or disposed of in accordance with the Requirements of Law; and

3. Mitigate dust, smoke, and other particulates resulting from construction activities.

All installations made pursuant to this Section 6.G must be maintained on the Development Property by Developer until all final certificates of occupancy have been issued by the City for the Development, except as otherwise may be approved by the City Manager.

**H. Issuance of Permits and Certificates.**

1. **General Right to Withhold Permits and Certificates.** In addition to every other remedy permitted by law for the enforcement of this Agreement, the City has the absolute right to withhold the issuance of any building permit or certificate of occupancy for the Development, at any time when, subject to applicable notice and cure provisions, Developer has failed or refused to meet fully any of its obligations under, or are in violation of, or is not in full compliance with, the terms of this Agreement, the Development Permitting and Construction Schedule, the Development Approvals, or the Requirements of Law.

2. **Completion of Public Roads, Private Driveways, and Parking Areas.** No final certificate of occupancy associated with any new Structure to be located on the Development Property will be issued until the final grading, application of final surface course, and, where applicable, striping of parking space for the roads, driveways, and parking areas serving the uses within such Structure has been completed.



**I. Completion of Construction; Site Restoration.**

**1. Removal of Partially Constructed Structures and Improvements.**

Subject to Uncontrollable Circumstances, if Developer fails to diligently pursue all demolition and construction as required in, or permitted by, this Agreement to completion within the time period prescribed in the building permit or permits issued by the City for Developer's required demolition and construction, as the case may be, and if a perfected application to renew the building permit or permits is not filed within 30 days after the expiration of the permit or permits, Developer must, within 90 days after notice from the City: (a) remove any partially constructed or partially completed Structures or Improvements from the Development Property; and (b) perform Site Restoration on that portion of the Development Property in which Developer has failed to complete all such demolition and construction, all in accordance with plans approved by the City.

**2. Removal and Restoration by City.**

In the event Developer fails or refuses to remove any partially completed buildings, Structures, and Improvements, or to perform Site Restoration, as required pursuant to Section 6.1.1 of this Agreement, the City will have, and is hereby granted the right, at its option, to: (a) demolish and/or remove any of the partially completed Structures and Improvements from the Development Property; (b) perform Site Restoration of the Development Property; and/or (c) cause the Structures or Improvements on the Development Property to be completed in accordance with the plans submitted. Developer must fully reimburse the City for all costs and expenses, including reasonable legal and administrative costs, actually incurred by the City for such work, with the responsibility for reimbursement being determined based on whether the work was the responsibility of Developer. If Developer does not so fully reimburse the City, the City will have the right to draw from the Guarantee and the Maintenance Guarantee, as described in and provided pursuant to Section 12 of this Agreement, an amount of money sufficient to defray the entire cost of the work actually incurred by the City, including reasonable legal fees and administrative expenses. If Developer does not so fully reimburse the City, and the Guarantee and Maintenance Guarantee have no funds remaining in them or are otherwise unavailable to finance such work, then the City will have the right to place a lien on the Development Property for all such costs and expenses in the manner provided by law. The rights and remedies provided in this Section 6.1.2 are in addition to, and not in limitation of, any other rights and remedies otherwise available to the City in this Agreement, at law, and/or in equity.

**J. Damage to Public Property.** Developer must maintain the Development Property and all streets, sidewalks, and other public property in and adjacent to the Development Property in a good and clean condition at all times during the development of the Development Property and construction of the Development. Further, Developer must: (1) promptly clean all mud, dirt, or debris deposited on any street, sidewalk, or other public property in or adjacent to the Development Property by Developer or any agent of or contractor hired by, or on behalf of, Developer; and (2) repair all damage caused by the activities of Developer or any agent of or contractor hired by, or on behalf of, Developer.

**K. [RESERVED].**

**L. Exterior Lighting.** All exterior lighting on the Development Property must comply at all times with the lighting requirements in the City Code and conform to the photometric plan that will be required to be submitted with the building permit application for the Mixed-Use Building.

**M. As-Built Plans.** After completion of construction of any new Structure or Improvement, Developer must submit to the City Director of Community and Economic

Development: (1) final electronic “as-built” plans related to drainage, grading, storm sewer, sanitary sewer and water mains, and associated Structures; and (2) other final construction documents (in electronic format) as required and approved by the Director of Public Works and Engineering and the City Director of Community and Economic Development. The as-built plans must indicate, without limitation, the amount, in square feet, of impervious surface area on the Development Property. A licensed Professional Engineer (“**PE**”) and Professional Land Surveyor (“**PLS**”) registered in the State of Illinois must stamp the as-built site construction plans. The PE and/or PLS must stamp and sign the final engineering pages of the site construction plans, and the PLS must stamp and sign the final site survey.

**SECTION 7. GOVERNING DOCUMENTS.** The Development Property will be governed by the following instruments that will bind the Development Property, or designated portions thereof, and Developer as well as all successor owners of the Development Property, or designated portions thereof, and shall run with the land.

**A. Declaration of Easements, Covenants, Conditions, and Restrictions.** Concurrent with the Title Acquisition Date, Developer must record in the Office of the Clerk of Cook County the Declaration of Easements, Covenants, Conditions, and Restrictions for the Development against title to the Development Property to clearly define the rights and responsibilities of the owners and occupants of the various parcels that comprise the Development Property and all of their respective successors and assigns, with regard to operation and maintenance of the Development.

**B. Public Parking Leaseback Agreement.** On July 31, 2023, the Parties entered into an agreement for the leaseback of the Public Parking Spaces to be constructed within the Mixed-Use Building to the City (“**Leaseback Agreement**”). The Leaseback Agreement is intended satisfy the real property tax exemption requirements of Section 15-185(a) of the Illinois Property Tax Code (35 ILCS 200/15-185(a)) for leaseback of public property. The Parties will record a notice of lease against the Development Property to provide all potential purchasers of the Development Property with notice of the terms of the Leaseback Agreement.

**SECTION 8. DEDICATION OF PARK LANDS OR PAYMENTS OF FEES IN LIEU.**

**A. Park Lands Dedication Requirement.** Pursuant to the requirements of Chapter 4 of the Subdivision Regulations (“**Land Dedication Regulations**”) and based on the projected resident population of the Development, Developer is required to either (1) dedicate 1.23 acres of land to the Des Plaines Park District (“**Park District**”) for park purposes; or (2) pay a fee-in-lieu of dedication in the amount of \$289,023.36. Developer has opted to pay the fee-in-lieu subject to the application of the credits listed below.

**B. Consideration of Adjusted Fee-in-Lieu of Park Lands Dedication.** The Developer is entitled to seek credits for private open space or recreation areas, which may be approved by the City Council only by resolution duly adopted and a based on a recommendation of the Park District as part of the Subsequent Consideration Approvals.

**C. Payment of Fee-In-Lieu.** Any approved fee-in-lieu of land contributions to the City of Des Plaines are held in trust for the Park District. The fees required pursuant to this Section 8 are calculated on a per unit basis and must be paid in full prior to the issuance of any building permit for the Development on the Property. Developer acknowledges that the payment of fees in lieu imposed by the Land Dedication Regulations are reasonable and that Developer hereby holds harmless and releases the City and the Park District from any claim or other action

Developer may have against either or both the City or the Park District as a result of the Land Dedication Regulations and the fees paid thereunder for distribution to the Park District by the City.

**SECTION 9. [RESERVED].**

**SECTION 10. [RESERVED].**

**SECTION 11. PAYMENT OF CITY FEES AND COSTS.** In addition to all other costs, payments, fees, charges, contributions, or dedications required by this Agreement or by the Requirements of Law, and in addition to all other agreements between Developer and the City concerning the Development, Developer must pay to the City the following fees and costs, except as provided in this Section 11:

**A.** All application, inspection, and permit fees, charges, and contributions, and all other fees, charges, and contributions pursuant to the Requirements of Law or otherwise due as a result of the Development, including all permit fees set forth in Section 10-13-3 of the City Code for the construction of the Mixed-Use Building and reimbursement of the City for any third-party costs incurred by the City in the review, approval, and inspection of the Development.

**B.** All reasonable third-party legal, engineering, and other consulting or administrative fees, costs, and expenses actually incurred in connection with: (1) the development of the Development Property, including, without limitation, the preparation, review, and processing of plans, ordinances, resolutions, and other approvals therefor; and (2) the negotiation, preparation, consideration, and review of this Agreement and all exhibits and associated documents, including any amendments of this Agreement.

**SECTION 12. PERFORMANCE SECURITY.**

**A. General Requirements.** As security to the City for the performance by Developer of its obligations pursuant to and in accordance with this Agreement, each Developer will provide to the City performance and payment security ("**Guarantee**") in the form of one or more letters of credit ("**Letter of Credit**") in an amount equaling 125% of the final Engineer's Estimate of Probable Costs (EOPC) provided by Developer for the Public Improvements. This amount must be included with the City's approval of Final Plat of Subdivision. The Letter of Credit must be in form and substance substantially conforming in all material respects with **Exhibit E** to this Agreement and satisfactory to the City Attorney. Specifically, and without limitation of the foregoing, the Letter of Credit must allow the City to draw from the Letter of Credit in the event that Developer does not fully reimburse the City for any costs and expenses incurred by the City for work performed on the Development Property pursuant to Section 6.I.2 of this Agreement. The Letter of Credit must be provided to the City prior to the issuance of any permits for the Development and must be maintained at all times until all Improvements have been approved for the Development, and, as appropriate, accepted.

**B. Use of Guarantee Funds.** If Developer fails or refuses to remove any partially completed buildings, Structures, and Improvements, or to perform Site Restoration, as required pursuant to Section 6.I.1 of this Agreement, and such failure or refusal is an Event of Default with respect to Developer, then the City in its reasonable discretion may draw on and retain all or any of the funds remaining in the applicable Guarantee of the defaulting Developer which secure such completion or correction and are necessary to remedy such failure or refusal. The City thereafter will have the right, subject to an additional 30 days' notice and opportunity for cure (provided,

however, if such remedy cannot reasonably be completed within 30 days, then the defaulting Developer shall have such additional time to complete such remedy so long as the defaulting Developer commences such remedy promptly within such 30 days and thereafter diligently pursues same to completion), to cause such Improvements to be completed or corrected, and subject to the terms of the immediately preceding sentence, to reimburse itself from the proceeds of the Letter of Credit for all of its reasonable out-of-pocket costs and expenses, including reasonable legal fees and administrative expenses, incurred as a result of Developer's failure or refusal. If the funds remaining in the Letter of Credit are insufficient to repay fully the City for all costs and expenses, Developer must, upon demand of the City, therefor deposit with the City any additional funds as the City determines are necessary, within 30 days of a request therefor, to fully repay such costs and expenses.

**C. Reductions in Guarantee.** The Developer may request in writing to both the Director of Public Works and Engineering and Director of Community and Economic Development a reduction in Guarantee based on completing various construction benchmarks in the installation of required Public Improvements, including but not limited to:

1. Underground sanitary and storm sewer improvements;
2. Paving and curb construction along Webford Avenue;
3. Light pole installation;
4. Street tree installation; and
5. Streetscape restoration along Graceland Avenue.

Processing of reductions will be conducted in 13.2.8.B of the Subdivision Regulations; provided, however, that Developer may only request two reductions of the Guarantee, to 50% and 100% respectively. City will reduce or release the Guarantee in a timely fashion upon the City's approval and, as appropriate, acceptance of the Public Improvements; provided, however, that the City will only be required to release that percentage of the Guarantee that equals the portion of the Public Improvements that have been approved and, as appropriate, accepted.

**D. Maintenance Guarantee.** Immediately after any approval and, where appropriate, acceptance, by the City of the Public Improvements pursuant to this Agreement, Developer must post a new guarantee in the amount of 10% of the actual total cost of the Public Improvements caused to be constructed or installed by Developer on the Development Property provided as (i) all cash or (ii) a combination of cash and a letter of credit (with at least 10% cash), as security for the Developer's maintenance of such Improvements (each, a "***Maintenance Guarantee***"). The Maintenance Guarantee will be held by the City in escrow until the date that is 18 months after the approval of the Public Improvement and where appropriate, acceptance by the City of the Public Improvement, secured by the Maintenance Guarantee pursuant to this Agreement. If the City is required to draw on either Maintenance Guarantee by reason of the Developer's failure to fulfill its maintenance obligations under this Section 12, then the Developer must within 10 days thereafter cause their Maintenance Guarantee to be increased to its full original amount.

**SECTION 13. LIABILITY AND INDEMNITY OF CITY.**

**A. City Review.** Developer acknowledges and agrees that the City is not, and will not be, in any way liable for any damages or injuries that may be sustained as the result of the City's

review and approval of any plans for the Development or the Improvements, or the issuance of any approvals, permits, certificates, or acceptances, for the development or use of the Development or the Improvements, and that the City's review and approval of any such plans and the Improvements and issuance of any such approvals, permits, certificates, or acceptances does not, and will not, in any way, be deemed to insure Developer or any of their successors, assigns, tenants and licensees, or any third party, against damage or injury of any kind at any time.

**B. City Procedure.** Developer acknowledges and agrees that all notices, meetings, and hearings have been properly given and held by the City with respect to the approval of this Agreement and of the Development Approvals, and Developer agrees not to challenge such approvals on the grounds of any procedural infirmity or of any denial of any procedural right.

**C. Indemnity.** Developer agrees to, and does hereby, hold harmless, indemnify, and, at the election of the City defend with counsel of the City's choice, the City and all City elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of those parties in connection with: (i) the City's review and approval of any plans for the Development or the Improvements; (ii) the issuance of any approval, permit, certificate, or acceptance for the Development or the Improvements; and (iii) the development, construction, maintenance, or use of any portion of the Development or the Improvements (collectively the "***Indemnified Claims***"); provided, however, that this indemnity does not, and will not, apply to willful misconduct or gross negligence on the part of the City.

#### **SECTION 14. NATURE, SURVIVAL AND TRANSFER OF OBLIGATIONS.**

**A. Binding Effect.** The terms of this Agreement bind and inure to the benefit of the Parties and their agents, successors, and assigns. All obligations assumed by Developer under this Agreement are and will be binding upon Developer personally, upon any and all of their heirs, successors, and assigns, and upon any and all of the respective successor legal or beneficial owners of all or any portion of the Development Property.

**B. Successors and Transferees.** To assure that all grantees, successors, assigns, and transferees of Developer, and all successor owners of all or any portion of the Development Property have notice of this Agreement and the obligations created by it, Developer must, from and after the Effective Date:

1. Deposit with the City Clerk, concurrent with the City's approval of this Agreement, any consents or other documents necessary to authorize the City to record this Agreement on title to the Development Property in the office of the Cook County Clerk's Recording Division per Section 19.0;

2. Notify the City in writing at least 30 days prior to any date on which Developer transfers (as that term is defined in Section 14.C of this Agreement) a legal or beneficial interest in any portion of the Development Property to a third party with the exception of leases to residential or retail tenants of the Development;

3. Incorporate this Agreement by reference into any and all real estate sales contracts for transfers, as that term is defined in Section 14.C of this Agreement, entered into for the sale of all or any portion of the Development Property; and

4. Except as provided in Section 14.C of this Agreement, require, prior to the transfer of all or any portion of the Development Property, or any legal or equitable interest therein, to any third party, the transferee of said portion or interest in the Development Property, must: (a) obtain approval by the City Manager of an enforceable written agreement, in substantially the form of **Exhibit F** to this Agreement, agreeing to be bound by the provisions of this Agreement ("**Transferee Assumption Agreement**"); (b) execute the Transferee Assumption Agreement; and (c) provide the City, upon request, with such reasonable assurance of the financial ability of the transferee to meet those obligations as the City may require. The City agrees that upon a successor becoming bound to the obligation created in the manner provided in this Agreement, and providing the financial assurances required pursuant to this Agreement, and subsequent to discretionary approval of the City Manager, the liability of Developer will be released to the extent of the transferee's assumption of the liability. The failure of Developer to provide the City with a copy of a Transferee Assumption Agreement fully executed by the transferee and, if requested by the City, with the transferee's proposed assurances of financial capability before completing any transfer, will result in Developer remaining fully liable for all of its obligations under this Agreement but will not relieve the transferee of its liability for all such obligations as a successor to Developer, as the case may be.

**C. Transfer Defined.** For purposes of this Agreement, the term "transfer" includes, without limitation, any assignment, sale, transfer to a receiver or to a trustee in bankruptcy, transfer in trust, or other disposition of the Development Property, or any beneficial interest in the Development Property, in whole or in part, by voluntary or involuntary sale, foreclosure, merger, sale and leaseback, consolidation, or otherwise; provided, however, that a lease of a residential or retail tenant space within the Development does not constitute a "transfer" hereunder.

**D. Mortgagees of Property.** This Agreement is and will be binding on, and run to the benefit of, all mortgagees of the Development Property or other secured parties automatically upon such mortgagee assuming title to the Development Property, in whole or in part, by a foreclosure or a deed in lieu of foreclosure without the necessity of entering into a Transferee Assumption Agreement. Until such time, however, a mortgagee or other secured party will have no personal liability hereunder.

## **SECTION 15. TERM.**

**A. Term.** The provisions of this Agreement, unless terminated pursuant to the terms of this Agreement, run with and bind the Development Property and inure to the benefit of, be enforceable by, and obligate the Parties, and any of their respective, grantees, successors, assigns, and transferees, including all successor legal or beneficial owners of all or any portion of the Development Property from the date this Agreement is recorded and until the Structures and Improvements are approved by the City, and the Public Improvements, as required by this Agreement and the Subdivision Regulations, are accepted by the City. Following such approval and acceptance, the City agrees, upon written request of Developer, to execute appropriate and recordable evidence of the termination of this Agreement. Notwithstanding anything to the contrary in this Section 15, Developer' indemnity and defense obligations as set forth in Section 13 of this Agreement will survive the termination of this Agreement. Approval or acceptance pursuant to this Section 15 will not constitute a waiver of any rights or claims that the City has, before or after approval and acceptance, with respect to any breach of this Agreement by Developer or any right of indemnification of the City by Developer.

**B. Contingency.** In the event that the Title Acquisition Date does not occur on or prior to October 31, 2023, and subject to Uncontrollable Circumstances or as mutually agreed to by

Developer and the City, the City will have the right, in its sole and absolute discretion, to terminate this Agreement and all obligations of the City under this Agreement by delivery of notice to Developer. The City will take all legislative actions necessary to rescind, repeal, or otherwise terminate the Development Approvals prior to terminating this Agreement pursuant to this Section 15.B, and Developer covenants not to object to such legislative actions by the City. Developer agree that, notwithstanding the status of the Development Approvals, Developer' right to construct, maintain, and operate the Development on the Development Property will terminate upon the termination of this Agreement pursuant to this Section 15.B.

**SECTION 16. EVENTS OF DEFAULT.**

**A. Developer Events of Default.** The following are Developer events of default (each an "***Event of Default***") under this Agreement:

1. If any representation made by Developer in this Agreement, or in any certificate, notice, demand or request made by Developer in writing and delivered to the City pursuant to or in connection with this Agreement, proves to be untrue or incorrect in any material respect as of the date made.

2. Default by Developer for a period of 15 days after written notice thereof in the performance or breach of any covenant contained in this Agreement concerning the existence, structure, or financial condition of Developer; provided, however, that such default or breach will not constitute an Event of Default if such default cannot be cured within said 15 days and Developer, within said 15 days, initiates and diligently pursues appropriate measures to remedy the default and remedies such default within a reasonable time.

3. Default by Developer for a period of 15 days after written notice thereof from the City in the performance or breach of any covenant, warranty or obligation contained in this Agreement; provided, however, that such default will not constitute an Event of Default if such default cannot be cured within said 15 days and Developer, within said 15 days, initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within a reasonable time.

4. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of 60 consecutive days.

5. The commencement by Developer of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by Developer to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of Developer or of any substantial part of the Development Property, or the making by any such entity of any assignment for the benefit of creditors or the failure of Developer generally to pay such entity's debts as such debts become due or the taking of action by Developer in furtherance of any of the foregoing, or a petition is filed in bankruptcy by others.

6. Developer fails to comply with the Requirements of Law in relation to the construction and maintenance of the Improvements and Structures contemplated by this Agreement.

7. Developer abandons the Development. Abandonment will be deemed to have occurred when work stops on the Development for more than 90 consecutive days for any reason other than Uncontrollable Circumstances, unless otherwise permitted by this Agreement.

**B. Events of Default by the City.** The following are City Events of Default under this Agreement:

1. If any material representation made by the City in this Agreement, or in any certificate, notice, demand or request made by the City in writing and delivered to Developer pursuant to or in connection with any of said documents, proves to be untrue or incorrect in any material respect as of the date made.

2. Subject to Uncontrollable Circumstances, default by the City for a period of 30 days after written notice thereof from Developer in the performance or breach of any covenant contained in this Agreement; provided, however, that such default will not constitute an Event of Default if such default cannot be cured within said 30 days and the City, within said 30 days, initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within 90 days after such notice.

**SECTION 17. REMEDIES FOR DEFAULT AND ENFORCEMENT.**

**A. Remedies for Default.** In the case of an Event of Default under this Agreement:

1. Except as otherwise provided in this Agreement and subject to the provisions hereinafter set forth, the non-defaulting Party may institute such proceedings in law or in equity, by suit, action, mandamus, or any other proceeding, as may be necessary or desirable in its opinion to cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance of the defaulting Party's obligations under this Agreement.

2. Pursuant to Section 6.I of this Agreement, the City may, without prejudice to any other rights and remedies available to the City, require: (a) the demolition and removal of any partially constructed or partially completed buildings, Structures, or Improvements from the defaulting Developer's Property; and (b) the performance of Site Restoration. Concurrent with the City's exercise of its rights under Section 6.I, the Corporate Authorities will have the right, but not the obligation, to terminate the entitlements set forth in the Development Approvals and this Agreement, without protest or objection by Developer.

3. In case the City has proceeded to enforce its rights under this Agreement and such proceedings have been discontinued or abandoned for any reason, then, and in every such case, Developer and the City will be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of Developer and the City will continue as though no such proceedings had been taken.

**B. Limitation.** Notwithstanding anything to the contrary contained in this Agreement, including the provisions of this Section 17, Developer agree that neither will seek, and neither have the right to seek, to recover a judgment for monetary damages against the City or any elected or appointed officials, officers, employees, agents, representatives, engineers, or



attorneys of the City, on account of the negotiation, execution, or breach of any of the terms and conditions of this Agreement.

**C. Repeal of Development Approvals.** In addition to every other remedy permitted by law for the enforcement of the terms of this Agreement, the City will have the absolute right to repeal and revoke the Development Approvals if a Developer Event of Default occurs under this Agreement.

**D. Prevailing Party.** In the event of a judicial proceeding brought by one Party against the other Party, the prevailing Party in the judicial proceeding will be entitled to reimbursement from the unsuccessful Party of all costs and expenses, including reasonable attorneys' fees, incurred in connection with the judicial proceeding.

**SECTION 18. WARRANTIES AND REPRESENTATIONS.**

**A. By the City.** The City represents, warrants and agrees as the basis for the undertakings on its part contained in this Agreement that:

1. The City is a home rule municipal corporation duly organized and validly existing under the law of the State of Illinois and has all requisite corporate power and authority to enter into this Agreement;

2. The execution, delivery and the performance of this Agreement and the consummation by the City of the transactions provided for herein and the compliance with the provisions of this Agreement: (i) have been duly authorized by all necessary corporate action on the part of the City; (ii) require no other consents, approvals or authorizations on the part of the City in connection with the City's execution and delivery of this Agreement; and (iii) do not, by lapse of time, giving of notice or otherwise, result in any breach of any term, condition or provision of any indenture, agreement or other instrument to which the City is subject; and

3. To the best of the City's knowledge, there are no proceedings pending or threatened against or affecting the City or the Development Property in any court or before any governmental authority that involves the possibility of materially or adversely affecting the ability of the City to perform its obligations under this Agreement.

**B. By Developer.** Developer, and the person executing this Agreement on behalf of Developer, represent, warrant, and covenant, as of the Effective Date of this Agreement, that:

1. Developer is an Illinois limited liability company duly organized, validly existing, and qualified to do business in Illinois;

2. Developer has the right, power, and authority to enter into, execute, deliver and perform this Agreement, and Developer is in compliance with all Requirements of Law, the failure to comply with which could affect the ability of Developer to perform its obligations under this Agreement;

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

become bound including any mortgages, secured loans, or instruments granting another party a superior interest the Development Property or the Development.

4. The applications, plans, materials, and other submissions Developer has provided to the City accurately and truthfully represent Developer's capabilities, resource, and intentions for the construction of the Development on the Development Property as of the Effective Date. Developer agrees and acknowledges that these submissions have served to induce the City to enter into this Agreement and that any material misrepresentation contained in Developer's submissions will constitute an incurable Event of Default pursuant to Section 16 of this Agreement;

5. There are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened, or affecting Developer which would impair its ability to perform under this Agreement;

6. Developer will apply for and will maintain all government permits, certificates, and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to construct and complete its obligations as required by this Agreement;

7. Developer has sufficient financial and economic resources to implement and complete its obligations under this Agreement;

8. Developer has no knowledge of any liabilities, contingent or otherwise, of Developer which might have a material adverse effect upon its ability to perform its obligations under this Agreement; and

9. All Improvements constructed or installed by or on behalf of Developer pursuant to this Agreement will be constructed and installed in accordance with high standards of professional practice, care, skill, and diligence practiced by recognized firms or licensed and accredited professionals in performing services of a similar nature. This warranty is in addition to any other warranties expressed in this Agreement. Any work required by law or by this Agreement to be performed by licensed professionals will be performed by professionals licensed by the State of Illinois to practice in the applicable professional discipline.

**SECTION 19. GENERAL PROVISIONS.**

**A. Notices.** Any notice required to be given under this Agreement must be in writing and must be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by e-mail. E-mail notices will be deemed valid and received by the addressee when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices will be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 19.A, each party will have the right to change the

address or the addressee, or both, for all future notices to the other party, but no notice of a change of addressee or address will be effective until actually received.

If to the City: City of Des Plaines  
1420 Miner Street  
Des Plaines, IL 60016  
Attention: City Manager  
Email: MBartholomew@desplaines.org

with a copy to: Elrod Friedman LLP  
325 North LaSalle Street  
Suite 450  
Chicago, IL 60654  
Attention: Peter M. Friedman, City Attorney  
Email: Peter.Friedman@ElrodFriedman.com

If to Developer: Mylo Residential Graceland Property LLC  
2500 Weston Rd. Suite 311  
Weston, FL 3331  
Attention: Joe Taylor III  
Email: jztaylor@compasspointdevelopment.com

with copies to: Compasspoint Development, LLC  
202 S. Cook Street, Suite 210  
Barrington, IL 60010  
Attention: Joe Taylor III  
Email: jztaylor@compasspointdevelopment.com

and Thompson Coburn LLP  
55 East Monroe Street  
37th Floor  
Chicago, IL 60603  
Attention: Bernard Citron  
Email: bcitron@thompsoncoburn.com

and Merchants Capital Corp.  
410 Monon Boulevard, 5th Floor  
Carmel, Indiana 46032  
Phone: 317-569-7420  
Email: mcc-hud-asset-managers@merchantscapital.com  
Attention: FHA Asset Management

with a copy to: John W. Hamilton  
Dinsmore & Shohl, LLP  
One Indiana Square  
Suite 1800  
Indianapolis, Indiana 46204  
Phone: 317-639-6151  
Email: John.Hamilton@insmore.com

**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 such rights, remedies, and benefits allowed by law.

**D. Non-Waiver.** No waiver of any provision of this Agreement will be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor will any waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

**E. Consents.** Unless otherwise provided in this Agreement, whenever the permission, authorization, approval, acknowledgement, or similar indication of assent of any Party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent must be in writing.

**F. Governing Law; Venue.** This Agreement will be interpreted according to the internal laws, but not the conflicts of laws rules, of the State of Illinois. Exclusive jurisdiction with regard to the any actions or proceedings arising from, relating to, or in connection with this Agreement will be in the Circuit Court of Cook County, Illinois or, where applicable, in the federal court for the Northern District of Illinois. The Parties waive their respective right to transfer or change the venue of any litigation filed in the Circuit Court of Cook County, Illinois.

**G. Severability.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the City will have the right, in its sole and absolute discretion, to determine if (i) the remainder of the provisions of this Agreement will remain in full force and effect and will in no way be affected, impaired, or invalidated, or (ii) the entire Agreement shall be invalid, void, and unenforceable.

**H. Entire Agreement.** This Agreement, the Development Approvals, and the Governing Documents constitute the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the parties with respect to the subject matter of this Agreement.

**I. Interpretation.** This Agreement will be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Every provision of this Agreement will be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting party will not be applicable to this Agreement.

**J. Headings.** The table of contents, heading, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

**K. Exhibits.** Exhibits A through G attached to this Agreement are incorporated in and made a part of this Agreement. In the event of a conflict between any Exhibit and the text of this Agreement, the text of this Agreement will control.

**L. Amendments and Modifications.**

1. No amendment to this Agreement will be effective unless and until the amendment is in writing, properly approved in accordance with applicable procedures, and executed.

2. Amendments or modifications to the Development Approvals can be considered and acted on by the City without the same being deemed an amendment or modification to this Agreement provided that all applicable procedural requirements of the Zoning Ordinance and Subdivision Regulations and the provisions of this Agreement are satisfied. Amendments or modifications to the Development Approvals will be incorporated into this Agreement and/or the Exhibits attached to this Agreement, without further action by the Parties.

**M. Changes in Laws.** Unless otherwise explicitly provided in this Agreement, any reference to any Requirements of Law will be deemed to include any modifications of, or amendments to the Requirements of Law as may, from time to time, hereinafter occur.

**N. Third Party Beneficiary.** The provisions of this Agreement are and will be for the benefit of Developer and City only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement. The City will not be liable to any vendor or other third party for any agreements made by Developer, purportedly on behalf of the City, without the knowledge and approval of the Corporate Authorities.

**O. Recording.** The City will record this Agreement against title to the Development Property, at the sole cost and expense of Developer, with the Cook County Clerk's Recording Division concurrent with the Title Acquisition Date.

**P. Counterpart Execution.** This Agreement may be executed in several counterparts, each of which is deemed to be an original but all of which will constitute one and the same instrument.

**Q. City Actions, Consents, and Approvals.** Any action, consent, or approval needed to be taken or given under this Agreement by the City may only be performed by the City Manager or their designee, to the extent provided for by law. If an action, consent, or approval is expressly delegated to another officer or official of the City, that officer or official may designate an appropriate person to act in their stead.

**R. HUD Rider.** Notwithstanding anything contained herein to the contrary, in the event that the Department of Housing and Urban Development insures a mortgage loan for the construction of the Development, the terms and provisions of this Agreement are subject to the terms and provisions of the HUD Rider to Development Agreement attached hereto as **Exhibit G** and by reference incorporated herein.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the Parties have hereunto set their hands on the date first above written.

ATTEST:

**CITY OF DES PLAINES**, an Illinois home rule municipal corporation

\_\_\_\_\_  
Jessica M. Mastalski  
City Clerk

By: \_\_\_\_\_  
Michael G. Bartholomew

Its: City Manager

**MYLO RESIDENTIAL GRACELAND PROPERTY, LLC**, an Illinois limited liability company

By: **MYLO RESIDENTIAL GRACELAND HOLDINGS LLC**, a Florida limited liability company

By: **MYLO RESIDENTIAL GRACELAND MANAGER LLC**, a Florida limited liability company

By: \_\_\_\_\_  
Joseph Z. Taylor III

Its: Manager



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

This instrument was acknowledged before me on \_\_\_\_\_, 2023, by Joseph Z. Taylor III, the Manager of **MYLO RESIDENTIAL GRACELAND MANAGER, LLC**, a Florida limited liability company, as manager of **MYLO RESIDENTIAL GRACELAND HOLDINGS, LLC**, a Florida limited liability company, as manager of **MYLO RESIDENTIAL GRACELAND PROPERTY, LLC**, an Illinois limited liability company.

\_\_\_\_\_  
Signature of Notary

SEAL



## LIST OF EXHIBITS

<b>Exhibit A</b>	Legal Description of Development Property and Component Parcels
<b>Exhibit B</b>	Development Plan (List of Component Plans)
<b>Exhibit C</b>	Public Improvements
<b>Exhibit D</b>	Development Permitting and Construction Schedule
<b>Exhibit E</b>	Form Letter of Credit
<b>Exhibit F</b>	Transferee Assumption Agreement
<b>Exhibit G</b>	HUD Rider to Development Agreement

**EXHIBIT A**

**LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY**

**J&T PARCELS**

PARCEL 1: LOTS 35, 36 AND 37 IN BLOCK 1 IN DES PLAINES MANOR, TRACT NO. 1, A IN BLOCK 1 IN DES PLAINES MANOR, TRACT NO. 1, A BLOCK 1 IN DES PLAINES MANOR, TRACT NO. 1, A IN DES PLAINES MANOR, TRACT NO. 1, A DES PLAINES MANOR, TRACT NO. 1, A , A SUBDIVISION OF PART OF SECTIONS 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 14, 1911 AS DOCUMENT NO. 4793563, IN COOK COUNTY, ILLINOIS.

Consisting of 22,509.41 square feet

Known as 622 Graceland Avenue, Des Plaines, Illinois

P.I.N.09-17-306-036-0000

PARCEL 2: LOT 34 IN BLOCK 1 IN DES PLAINES MANOR, TRACT NO. 1, A SUBDIVISION OF IN BLOCK 1 IN DES PLAINES MANOR, TRACT NO. 1, A SUBDIVISION OF BLOCK 1 IN DES PLAINES MANOR, TRACT NO. 1, A SUBDIVISION OF IN DES PLAINES MANOR, TRACT NO. 1, A SUBDIVISION OF DES PLAINES MANOR, TRACT NO. 1, A SUBDIVISION OF , A SUBDIVISION OF PART OF SECTIONS 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 14, 1911 AS DOCUMENT NO. 4793563, IN COOK COUNTY, ILLINOIS.

Consisting of 7,503.12 square feet

Known as 1368 Webford Avenue, Des Plaines, Illinois

P.I.N. 09-17-306-038-0000

**CITY PARCEL (PARCEL 3)**

THE SOUTHEASTERLY 40 FEET OF LOT 32 AND ALL OF LOT 33 IN BLOCK 1 IN DES PLAINES MANOR TRACT NO. 1, A SUBDIVISION OF PART OF SECTIONS 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED JULY 14, 1911 AS DOCUMENT 4793563, IN COOK COUNTY, ILLINOIS.

Consisting of 13,499.99 square feet

Known as 1332 Webford Ave, Des Plaines, Illinois

P.I.N 09-17-306-040-0000

**EXHIBIT B**

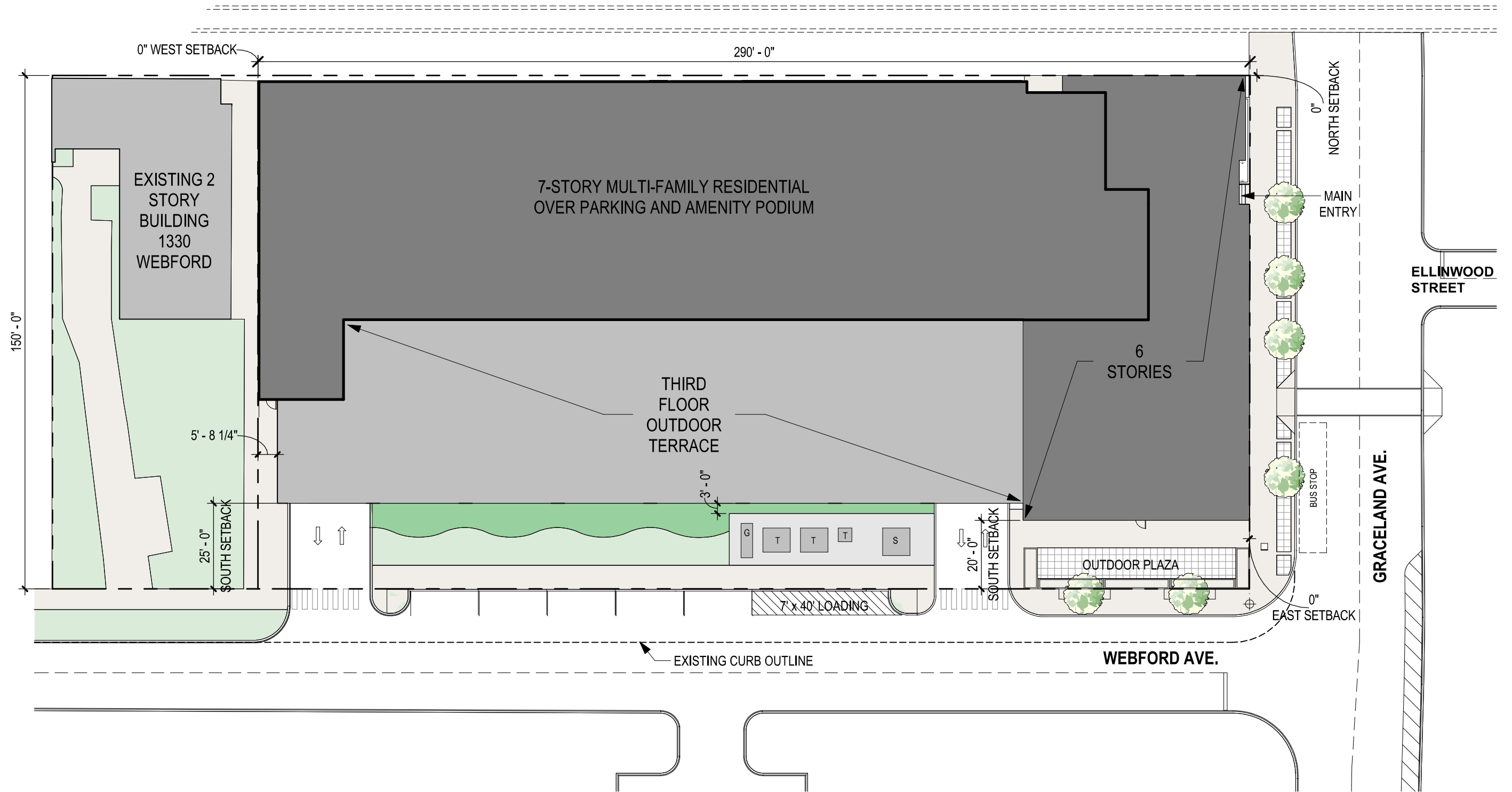
**REPLACEMENT DEVELOPMENT PLAN (LIST OF COMPONENT PLANS)**

Copies of the plans comprising the Development Plan will be available for review in the Office of the Des Plaines City Clerk. The Developer must submit and have approved the Development Engineering Plan and Final Plat of Subdivision by the City Council.

**NOTE:** Any modifications to the Plans listed below must be approved by the City’s Director of Community and Economic Development or the City’s Director of Public Works and Engineering and shall be automatically be considered incorporated into this Agreement without further action of the Corporate Authorities.

<b>Development Site Plan and Elevations</b>	<u>Site Plan and Elevations</u> prepared by OKW Architects, consisting of three sheets, labeled A.10, A.30, and A.5, with a latest revision date of <b>[TO BE UPDATED PRIOR TO RECORDATION]</b>
<b>Development Floor Plans</b>	<u>Floor Plans</u> prepared by OKW Architects, consisting of six sheets, labeled A100-A104 and A107, with a latest revision date of <b>[TO BE UPDATED PRIOR TO RECORDATION]</b>
<b>Development Landscape Plan</b>	<u>Landscape Plan</u> <ul style="list-style-type: none"> <li>• Prepared by Kathryn Talty Landscape Architecture</li> <li>• Consisting of four sheets, labeled L 1.0-2.1</li> <li>• With a latest revision date of <b>[TO BE UPDATED PRIOR TO RECORDATION]</b></li> </ul>
<b>Development Engineering Plan</b>	<u>Development Engineering Plans for 622 Graceland Ave. Apartments</u> <b>[TO BE UPDATED PRIOR TO RECORDATION]</b>
<b>Plat of Subdivision</b>	<u>Tentative and Final Plat of Subdivision Graceland/Webford Subdivision to Consolidate Lots</u> <b>[TO BE UPDATED PRIOR TO RECORDATION]</b>

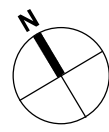
METRA TRACKS



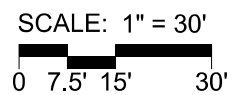
1 SITE PLAN  
SCALE: 1" = 30'-0"



OKW ARCHITECTS  
600 W. Jackson, Suite 250  
Chicago, IL 60661



TRUE



DES PLAINES MULTI-FAMILY

622 GRACELAND AVE.

08/24/2023 Project #: 21084

A.1



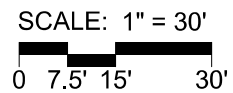
**2 EAST ELEVATION**  
SCALE: 1" = 30'-0"



**1 NORTH ELEVATION**  
SCALE: 1" = 30'-0"



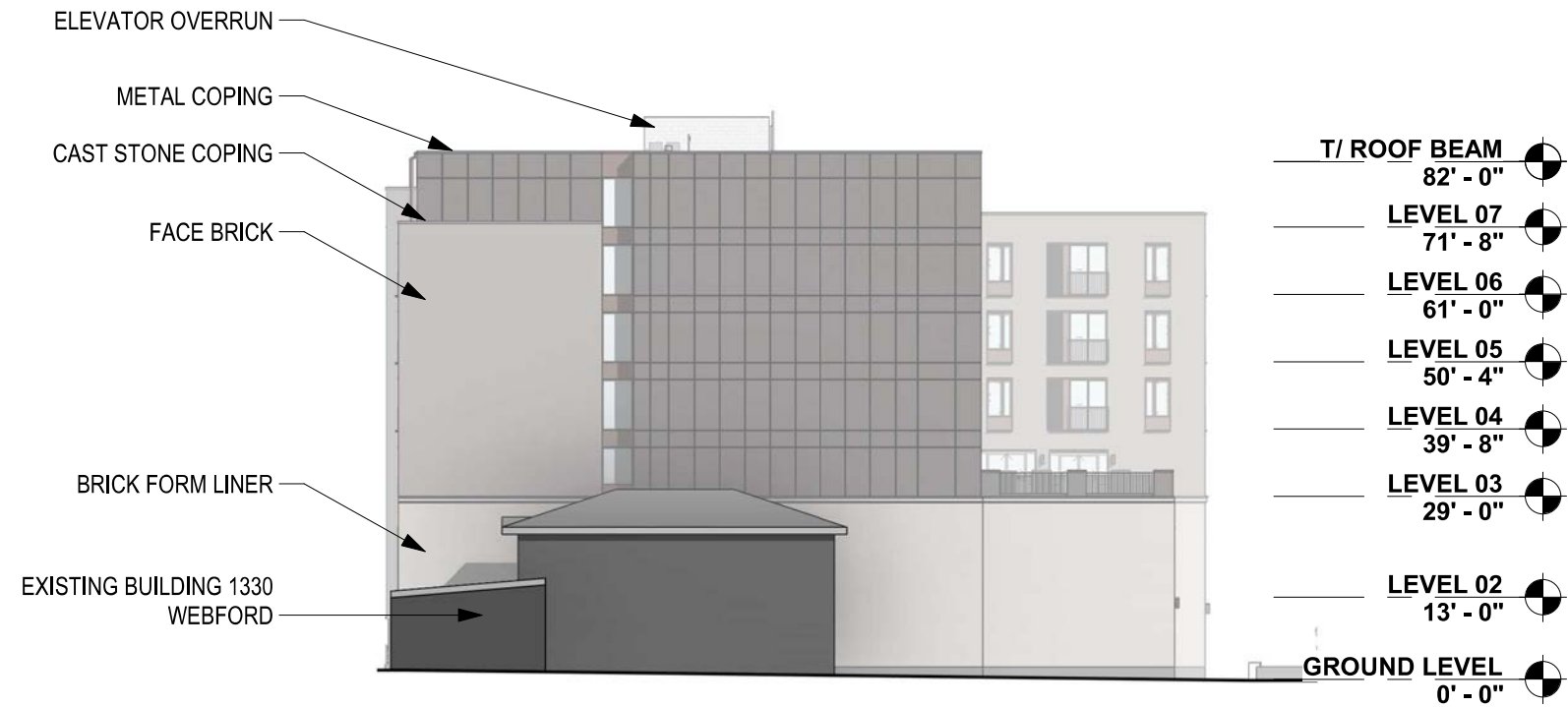
**OKW ARCHITECTS**  
600 W. Jackson, Suite 250  
Chicago, IL 60661



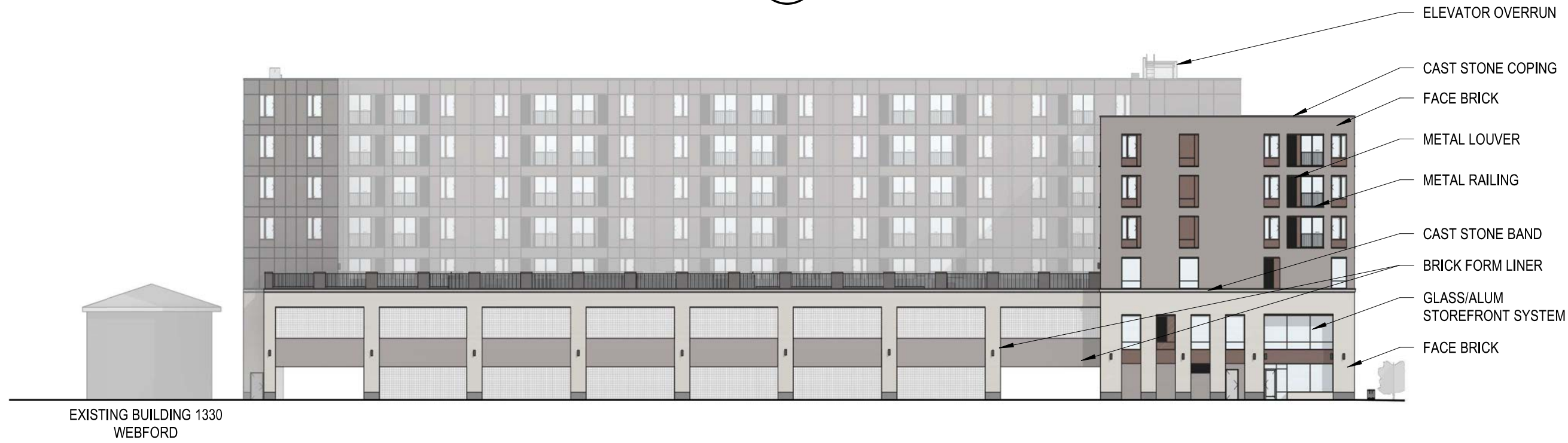
**DES PLAINES MULTI-FAMILY**

622 GRACELAND AVE.  
08/24/2023 Project #: 21084

**A.2**



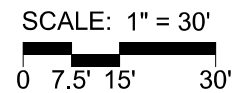
**2 WEST ELEVATION**  
SCALE: 1" = 30'-0"



**1 SOUTH ELEVATION**  
SCALE: 1" = 30'-0"



**OKW ARCHITECTS**  
600 W. Jackson, Suite 250  
Chicago, IL 60661



**DES PLAINES MULTI-FAMILY**

622 GRACELAND AVE.  
08/24/2023 Project #: 21084

**A.3**

- GENERAL NOTES:**
1. REFER TO CIVIL ENGINEERING PLANS FOR ALL GRADES, SLAB ELEVATIONS, AND UTILITY CONNECTIONS.
  2. DO NOT SCALE DRAWINGS. CONTRACTOR TO VERIFY ALL DIMENSIONS PRIOR TO FRAMING. ALL DIMS ARE TO ROUGH FRAMING.
  3. REFER TO BUILDING ELEVATIONS FOR WINDOW TYPES AND FOR INDICATION FOR MASONRY CONTROL JOINTS.
  4. ALL ANGLED PARTITIONS ARE 45 DEGREES UNLESS NOTED.
  5. REFER TO SHEET A-303 FOR PARTITION TYPES.
  6. TYPICAL EXTERIOR FRAME WALL DIMENSIONS TO BE NOMINAL UNLESS NOTED.
  7. PLUMBING WALLS TO BE 2X8 AT 16" O.C. OR DOUBLES EXTERIOR WALLS WITH INSULATION AND THERMOPLY UNLESS WATER SUPPLIED THROUGH FLOOR.
  8. AT ALL WET AREAS PROVIDE MOISTURE RESISTANT WALL BOARD AND AT TILED AREAS PROVIDE CEMENT BOARD.
  9. INSULATE ALL CONCEALED SPACES AT EXTERIOR WALLS.
  10. CALL OUT PLATES, JOINTS BETWEEN MULTIPLE STUDS, RAFTERS AND VENT PENETRATIONS, WINDOW AND DOOR OPENINGS.
  11. PROVIDE ALUMINUM FLASHING AT ALL ROOF/WALL INTERSECTIONS ABOVE WINDOW/DOOR HEADS, AND BAND BOARDS, AND CHIMNEY PENETRATIONS AT ROOF.
  12. FIRESTOP BETWEEN VERTICAL AND HORIZONTAL CONCEALED SPACES SUCH AS SOFFITS, STAIR FRAMING, AND MECHANICAL CHASES WITH SOLID 2X OR DIMENSIONAL LAMBER OR 1/2" DRUM, DRAFTSTOP IN FIRESTOP AREAS WITH CALK OR FOAM SEALER, CABINETRY, HVAC, PLUMBING, AND ELECTRICAL CONTRACTORS TO COORDINATE PLACEMENT OF ALL DUCTS, PIPES AND WIRING PRIOR TO FRAMING, ELECTRICAL AND MECHANICAL EQUIPMENT AND METERS ARE SUBJECT TO RELOCATION DUE TO FIELD CONDITIONS.
  13. PROVIDE AND INSTALL SHELVING AT ALL CLOSETS.
  14. ALL INTERIOR WALLS TO BE FINISHED WITH 5/8" DRYWALL UNLESS NOTED.
  15. PROVIDE VAPOR BARRIER AT ALL CONDITIONED SLAB ON GRADE AREAS.
  16. SLOPE AND CROSS SLOPES AT HANDICAP PARKING SPACES AND ACCESSIBLE ROUTES NOT TO EXCEED 1:48.
  17. FIRE EXTINGUISHER CABINETS TO BE FULLY RECESSED.
  18. FIRE EXTINGUISHERS LOCATED IN FOOD PREPARATION AREAS TO BE CLASS K. ALL OTHER FIRE EXTINGUISHERS TO BE CLASS ABC.
  19. PROVIDE SAFETY STRIPING WITHIN PARKING GARAGE AS SHOWN ON DRAWINGS. STRIPING TO BE 4" WIDE TYPICAL.
  20. PROVIDE PIPE BOLLARD OR RAIL PROTECTION AROUND ALL PLUMBING RISERS WITHIN PARKING GARAGE.

- PLAN LEGEND:**
- GREEN ROOF
  - SYNTHETIC TURF
  - LANDSCAPE PLANTER
- PLAN KEYNOTES:**
- ROOF ACCESS LADDER OVER PARAPET IN LANDING PLATFORM CAGE AND SECURITY DOOR
  - FIRE EXTINGUISHER
  - FIRE EXTINGUISHER AND FULLY RECESSED CABINET
  - BIKE RACKS
  - CONTINUOUS TRENCH DRAIN
  - CHABLE GUARD RAIL/VEHICLE BARRIER
  - PUBLIC PARKING SIGN WALL MOUNTED
  - ACCESSIBLE PARKING SPACE SIGN POST MOUNTED
  - EV CHARGING STATIONS
  - FLOOR DRAIN, PITCH CONCRETE TOPPING TO DRAIN
  - 4" TALL FENCE AT POOL & EXTERIOR
  - BEDDAM TRILY ROOF
  - 3'-4" TALL FENCE AT UNIT TERRACE
  - PIPE BOLLARD BOLLARD TO BE MOUNTED ACCORDING TO MANUFACTURER'S STANDARDS
  - PREFABRICATED PLANTER BOX. SEE LANDSCAPE DRAWINGS FOR ADDITIONAL INFORMATION
  - STONE BOLLARD ROOF. 2" WIDE MINIMUM SECTION FROM EDGE OF ROOF

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	10/11/22
2	ISSUED FOR CONSTRUCTION	10/11/22

**NOT FOR CONSTRUCTION**

**OKW**  
Architects

OKW  
Architects  
600 West Jackson Blvd  
Chicago, IL 60601  
T 312.298.7790  
F 312.796.7777  
www.okwarchitects.com

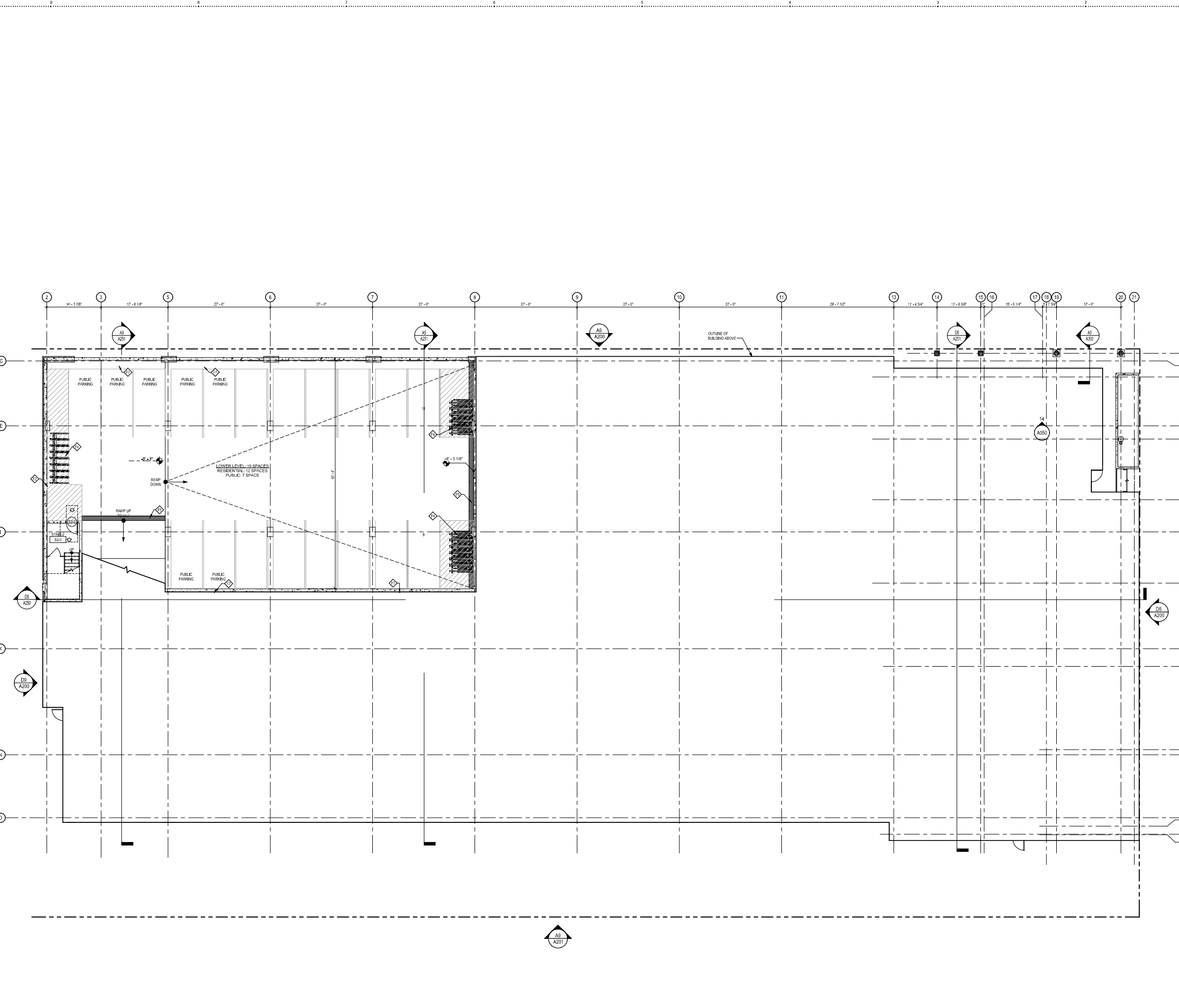
DES PLAINES MULTI-FAMILY

622 GRACELAND AVE.  
LOWER LEVEL FLOOR PLAN

DRAWN BY: MS / SD    CHECKED: MT / MS

DATE: 10/11/22    SHEET NO: A100

PROJ. NO: 21084



LOWER LEVEL  
SCALE: 1/8" = 1'-0"

SCALE: 1/8" = 1'-0"





- GENERAL NOTES**
- REFER TO CIVIL ENGINEERING PLANS FOR ALL GRADES, SLAB ELEVATIONS, AND UTILITY CONNECTIONS.
  - DO NOT SCALE DRAWINGS. CONTRACTOR TO VERIFY ALL DIMENSIONS PRIOR TO FRAMING. ALL DIMS ARE TO ROUGH FRAMING.
  - REFER TO BUILDING ELEVATIONS FOR WINDOW TYPES/PROFILES AND FOR INDICATION FOR WINDOW TYPES/PROFILES AND FOR INDICATION FOR WINDOW TYPES/PROFILES.
  - ALL ANGLED PARTITIONS ARE 45 DEGREES U.N.C.
  - REFER TO SHEET A-203 FOR PARTITION TYPES.
  - TYPICAL EXTERIOR FRAME WALL ORIENTATIONS TO BE 6" NOMINAL U.N.C.
  - PLUMBING WALLS TO BE 2x6 AT 16" O.C. OR DOUBLED EXTERIOR WALLS WITH INSULATION AND THERMOPLY UNLESS WATER SUPPLIED THROUGH FLOOR.
  - AT ALL WET AREAS PROVIDE MOISTURE RESISTANT WALL BOARDS AND AT TILED AREAS PROVIDE CEMENT BOARD.
  - INSULATE ALL CONCEALED SPACES AT EXTERIOR WALLS.
  - CASSETTE PLATES JOINTS BETWEEN MULTIPLE STUDS, PAPER AND VENT PERMEATIONS, WINDOW AND DOOR OPENINGS.
  - PROVIDE ALUMINUM FLASHING AT ALL ROOF/WALL INTERSECTIONS, ABOVE WINDOW/DOOR HEADS, AND BAND BOARDS, AND CHIMNEY PENETRATIONS AT ROOF.
  - FIRESTOP BETWEEN VERTICAL AND HORIZONTAL CONCEALED SPACES SUCH AS SOFFITS, STAR FRAMING, AND MECHANICAL CHASIS WITH GASKETS OR DOWNSHAFT LARGER OR 1/2" DRYWALL DRAFTSTOP IN FIRESTOP AREAS WITH GASKETS OR FOAM SEALER.
  - CARPENTER, HVAC, PLUMBING, AND ELECTRICAL CONTRACTORS TO COORDINATE PLACEMENT OF ALL DUCTS, RIGS, AND WIRING PRIOR TO FRAMING. ELECTRICAL AND MECHANICAL EQUIPMENT AND RIGS ARE SUBJECT TO RELOCATION DUE TO FIELD CONDITIONS.
  - PROVIDE AND INSTALL SHELVING AT ALL CLOSETS.
  - ALL INTERIOR WALLS TO BE FINISHED WITH 5/8" DRYWALL U.N.C.
  - PROVIDE VAPOR BARRIER AT ALL CONCEALED SPACES ON GRADE AREAS.
  - SLOPE AND CROSS SLOPES AT HANDICAP PARKING SPACES AND ACCESSIBLE ROUTES NOT TO EXCEED 1:48.
  - FIRE EXTINGUISHER CABINETS TO BE FULLY RECESSED.
  - FIRE EXTINGUISHERS LOCATED IN FOOD PREPARATION AREAS TO BE CLASS K. ALL OTHER FIRE EXTINGUISHERS TO BE CLASS ABC.
  - PROVIDE SAFETY STRIPPING WITHIN PARKING GARAGE AS SHOWN ON DRAWINGS. STRIPING TO BE 4" WIDE TYPICAL.
  - PROVIDE FIRE BOLLARD OR RAIL PROTECTION AROUND ALL PLUMBING RISERS WITHIN PARKING GARAGE.

- PLAN LEGEND:**
- GREEN ROOF
  - SYNTHETIC TURF
  - LANDSCAPE PLANTER

- PLAN KEYNOTES:**
- ROOF ACCESS LADDER, OVER PARAPET W/ LANDING PLATFORM, CAGE AND SECURITY DOOR
  - FIRE EXTINGUISHER
  - FIRE EXTINGUISHER AND FULLY RECESSED CABINET
  - BIKE RACKS
  - CONTINUOUS TRENCH DRAIN
  - CABLE GUARD RAIL / VEHICLE BARRIER
  - PUBLIC PARKING SIGN, WALL MOUNTED
  - ACCESSIBLE PARKING SPACE SIGN, POST MOUNTED
  - EV CHARGING STATIONS
  - FLOOR DRAIN, PITCH CONCRETE TOPPING TO DRAIN
  - 4" TALL FENCE AT POOL & EXTERIOR
  - MEDEUM TRAY ROOF
  - 2'-4" TALL FENCE AT UNIT TERRACE
  - PIPE BOLLARD, BOLLARD TO BE MOUNTED ACCORDING TO MANUFACTURER'S STANDARDS
  - PREFABRICATED PLANTER BOX, SEE LANDSCAPE DRAWINGS FOR ADDITIONAL INFORMATION
  - STONE BALLAST ROOF, 2" WIDE MINIMUM SECTION FROM EDGE OF ROOF

NOT FOR CONSTRUCTION



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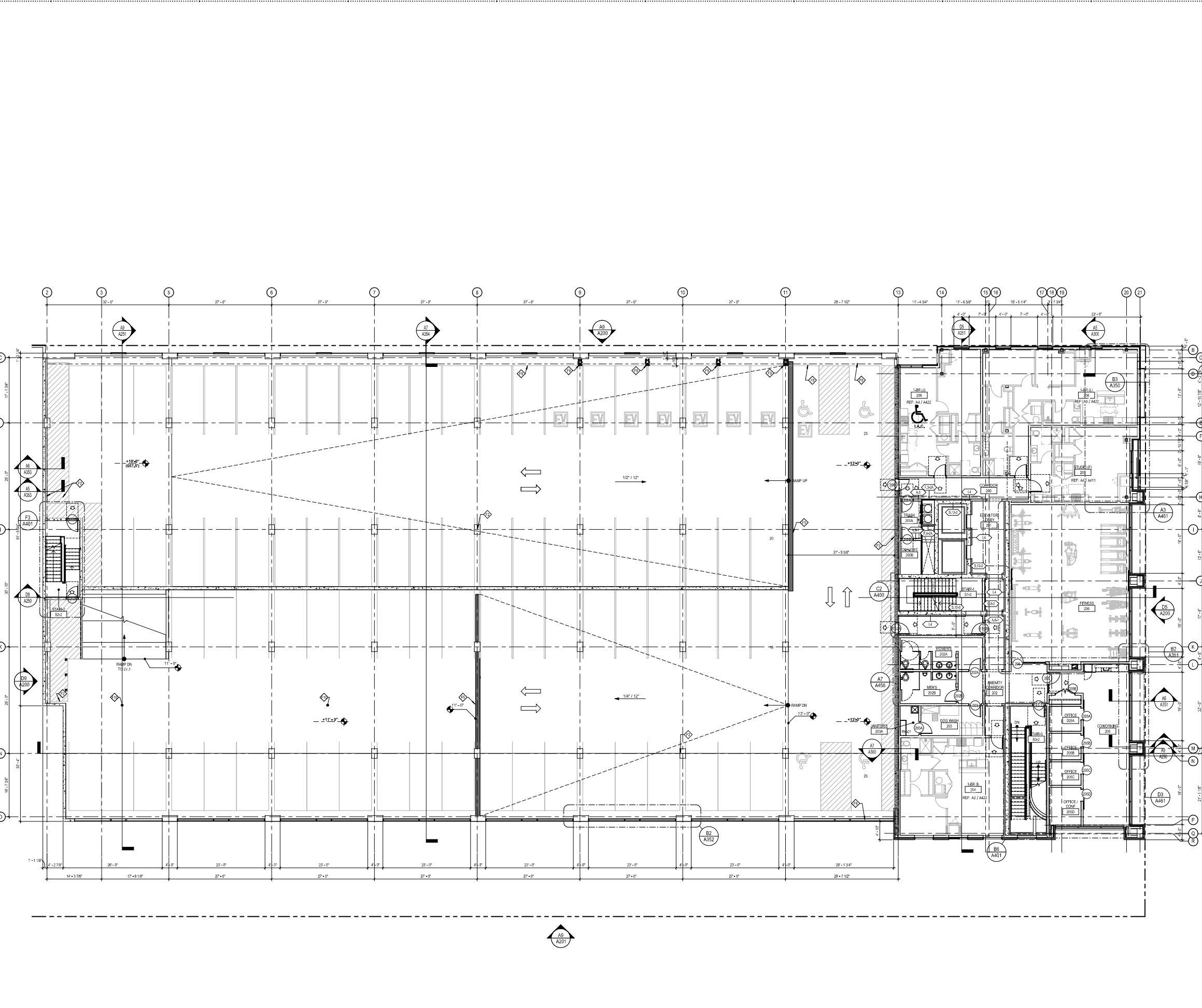
DES PLAINES MULTI-FAMILY

622 GRACELAND AVE.  
SECOND FLOOR PLAN

DATE: 10/11/22  
PROJ. NO.: 21084

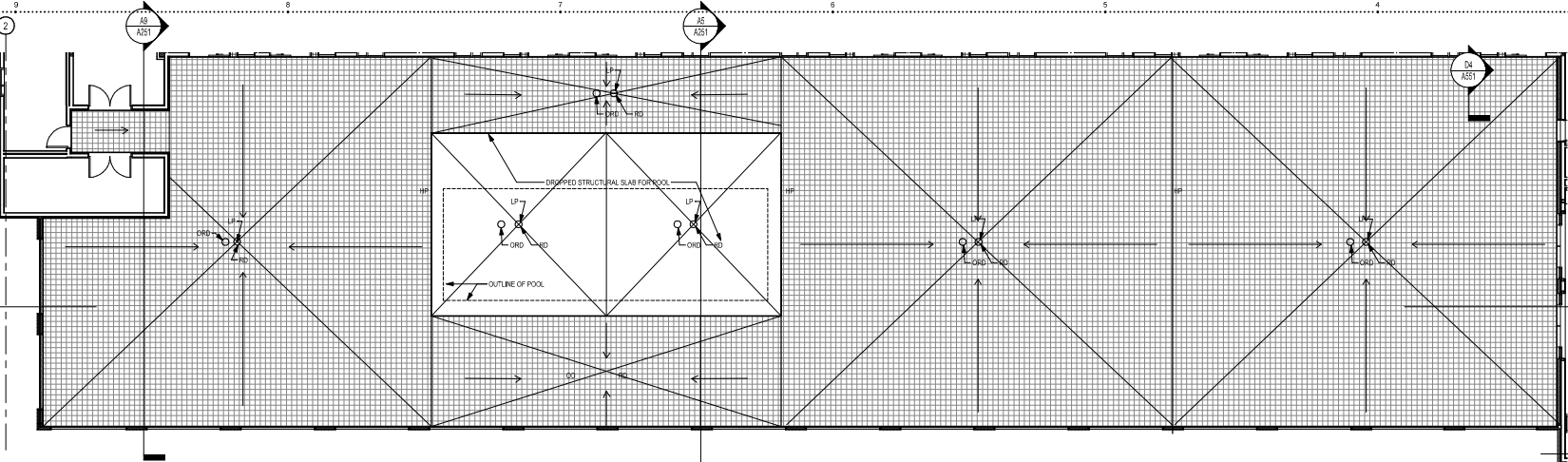
A102

Page 55 of 81

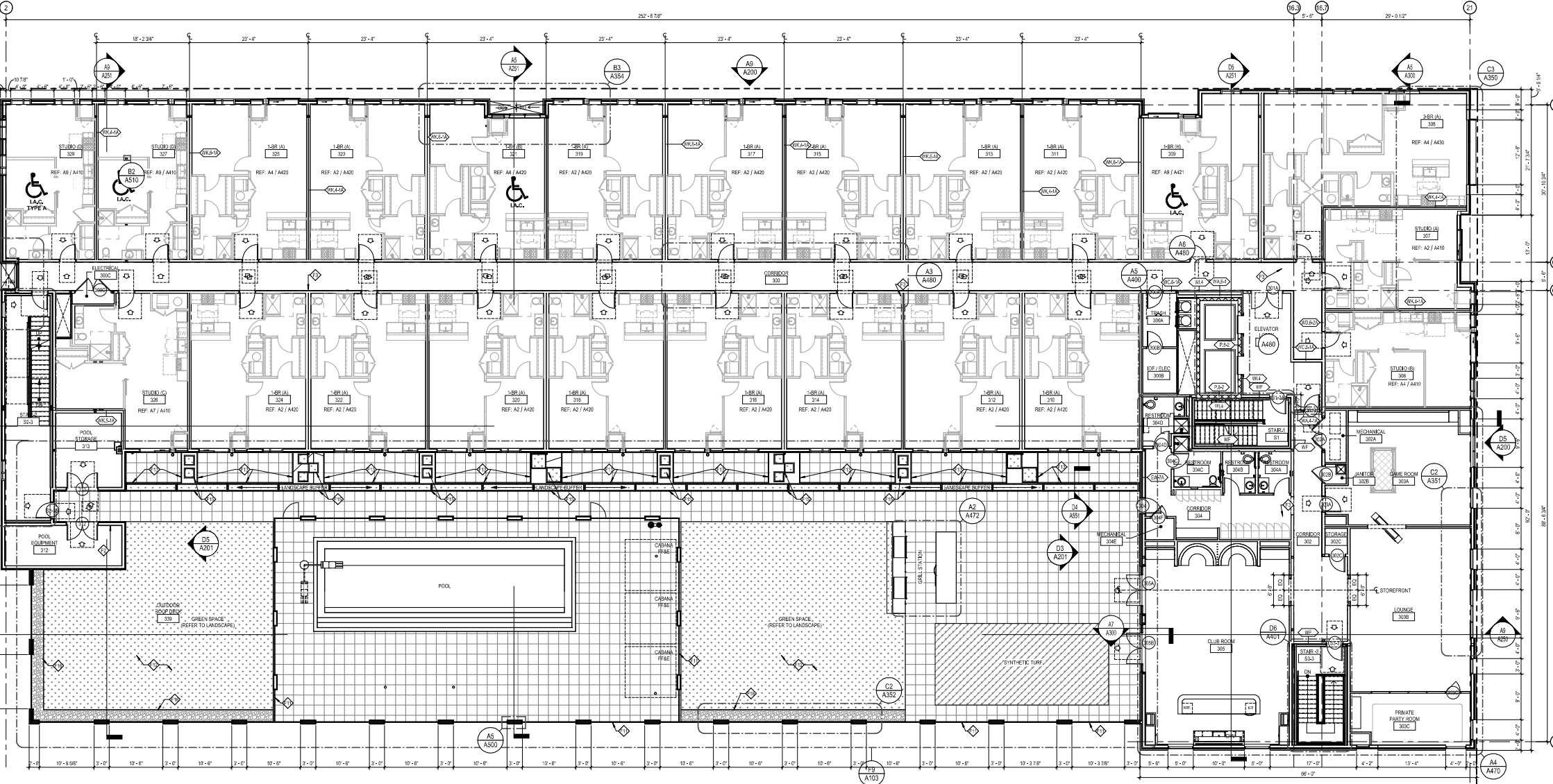


SECOND FLOOR PLAN  
SCALE: 1/8" = 1'-0"

SCALE: 1/8" = 1'-0"



THIRD FLOOR ROOF PLAN  
SCALE: 1/8" = 1'-0"



THIRD FLOOR PLAN  
SCALE: 1/8" = 1'-0"

- GENERAL NOTES**
1. REFER TO CIVIL ENGINEERING PLANS FOR ALL GRADE, SLAB ELEVATIONS, AND UTILITY CONNECTIONS.
  2. DO NOT SCALE DRAWINGS. CONTRACTOR TO VERIFY ALL DIMENSIONS PRIOR TO FRAMING. ALL DIMS ARE TO ROUGH FRAMING.
  3. REFER TO BUILDING ELEVATIONS FOR WINDOW TYPES AND FOR INDICATION FOR WINDOW CONTROL DEVICES.
  4. ALL ANGLED PARTITIONS ARE 45 DEGREES UNLESS NOTED OTHERWISE.
  5. REFER TO SHEET A-200 FOR PARTITION TYPES.
  6. TYPICAL EXTERIOR FRAME WALL OPENINGS TO BE 8" NOMINAL UNLESS NOTED OTHERWISE.
  7. PLUMBING WALLS TO BE 2X6 AT 16" O.C. OR DOUBLED EXTERIOR WALLS WITH INSULATION AND THERMOPLY UNLESS WATER SUPPLIED THROUGH CURB.
  8. AT ALL WET AREAS PROVIDE MOISTURE RESISTANT WALL BOARD AND AT TILED AREAS PROVIDE CEMENT BOARD.
  9. INSULATE ALL CONCEALED SPACES AT EXTERIOR WALLS.
  10. CASSETTE ALL PLATE JOISTS BETWEEN MULTIPLE STUDS, PANE AND VENT PENETRATIONS, WINDOW AND DOOR OPENINGS.
  11. PROVIDE ALL MINIMAL FLASHING AT ALL ROOF WALL INTERSECTIONS, ABOVE WINDOW/DOOR HEADS, AND BAND BOARDS, AND CHIMNEY PENETRATIONS AT ROOF.
  12. PRESTOP BETWEEN VERTICAL AND HORIZONTAL CONCEALED SPACES SUCH AS SOFFITS, STAIR FRAMING, AND MECHANICAL CHASES WITH SOLID 2X4 DIMENSIONAL LUMBER OR 1/2" DRYPWALL DRAFTSTOP IN PRESTOP AREAS WITH GASKET OR FOAM SEALER.
  13. COORDINATE ALL PLUMBING, MECHANICAL, AND ELECTRICAL CONTRACTORS TO COORDINATE PLACEMENT OF ALL DUCTS, RIFES, AND WIRING PRIOR TO FRAMING. ELECTRICAL AND MECHANICAL EQUIPMENT AND DETAILS ARE SUBJECT TO RELOCATION DUE TO FIELD CONDITIONS.
  14. PROVIDE AND INSTALL SHELVING AT ALL CLOSETS.
  15. ALL INTERIOR WALLS TO BE FINISHED WITH 5/8" DRYPWALL UNLESS NOTED OTHERWISE.
  16. PROVIDE VAPOR BARRIER AT ALL CONCEALED SPACES ON GRADE AREAS.
  17. SLOPE AND CROSS SLOPES AT HANDICAP PARKING SPACES AND ACCESSIBLE ROUTES NOT TO EXCEED 1:48.
  18. FIRE EXTINGUISHER CABINETS TO BE FULLY RECESSED.
  19. FIRE EXTINGUISHERS LOCATED IN FOOD PREPARATION AREAS TO BE CLASS K. ALL OTHER FIRE EXTINGUISHERS TO BE CLASS ABC.
  20. PROVIDE SAFETY STRIPING WITH PARKING GARAGE AS SHOWN ON GRADING, STRIPING AND SIGNAGE DRAWINGS.
  21. SLOPE AND CROSS SLOPES AT HANDICAP PARKING SPACES AND ACCESSIBLE ROUTES NOT TO EXCEED 1:48.
  22. PROVIDE PIPE BOLLARD OR RAIL PROTECTION AROUND ALL PLUMBING RISERS WITHIN PARKING GARAGE.

**PLAN LEGEND:**

- GREEN ROOF
- SYNTHETIC TURF
- LANDSCAPE PLANTER

**PLAN KEYNOTES:**

- ROOF ACCESS LADDER, OVER PARAPET W/ LANDING PLATFORM, CAGE AND SECURITY DOOR
- FIRE EXTINGUISHER
- FIRE EXTINGUISHER AND FULLY RECESSED CABINET
- BIKE RACKS
- CONTINUOUS TRENCH DRAIN
- CABLE GUARD RAIL/VEHICLE BARRIER
- PUBLIC PARKING SIGN WALL MOUNTED
- ACCESSIBLE PARKING SPACE SIGN MOUNTED
- EV CHARGING STATIONS
- FLOOR DRAIN PITCH CONCRETE TOPPING TO DRAIN
- 4" TALL FENCE AT POOL & EXTERIOR
- MECHANICAL TRAY ROOF
- 3/4" TALL FENCE AT UNIT TERRACE
- PIPE BOLLARD, BOLLARD TO BE MOUNTED ACCORDING TO MANUFACTURER'S STANDARDS
- PRE-FABRICATED PLANTER BOX, SEE LANDSCAPE DRAWINGS FOR ADDITIONAL INFORMATION
- STONE BALLAST ROOF, 2" WIDE MINIMUM SECTION FROM EDGE OF ROOF

**ROOF PLAN NOTES:**

1. VERIFY OPENINGS OF ALL MEP EQUIPMENT WITH MEP AND STRUCTURAL DRAWINGS.
2. REFER TO AND COORDINATE WITH MEP AND STRUCTURAL DRAWINGS FOR ADDITIONAL NOTES, SIZES, AND LOCATION OF EQUIPMENT.
3. PROVIDE TRAFFIC WEAR SURFACE IMMEDIATELY FROM ROOF HATCH TO ALL MECHANICAL EQUIPMENT.
4. PROVIDE SHOP DRAWINGS SHOWING TAPERED INSULATION LAYOUT, AND CHIMNEY TRUSSES SHALL BE OFFSET TO ACHIEVE DRAINAGE TO COORDINATE WITH TRUSS MANUFACTURER AND ROOFING CONTRACTOR.
5. PROVIDE SHEET METAL FLASHING AND SEALANT AT ALL MECHANICAL EQUIPMENT CURBS AND ROOF PENETRATIONS.
6. MEET MANUFACTURER'S SLOPE TO ALL ROOFS.
7. ALL ROOFING MATERIALS TO BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS TO CREATE WATER-TIGHT ENCLOSURE.
8. FACTOR SHOW THAT ALL ROOFING MATERIALS ARE COMPLIANT.

**ROOF PLAN LEGEND:**

- TAPERED INSULATION CRICKETS, MIN SLOPE = 1/4" PER 1'-0"
- DIRECTION OF SLOPE
- DOWNSPOUT TO BE CONNECTED TO RETURN SYSTEM, REFER TO PLUMBING/CIVIL DRAWINGS.
- ROOF DRAIN, REFER TO PLUMBING.
- OVERHEAD DRAIN, REFER TO PLUMBING.
- HIGH POINT (ROOF LINE)
- LOW POINT
- ROOF ANCHOR

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Architects  
600 West Jackson Blvd  
Chicago, IL 60661  
T 312.298.7790  
F 312.298.7777  
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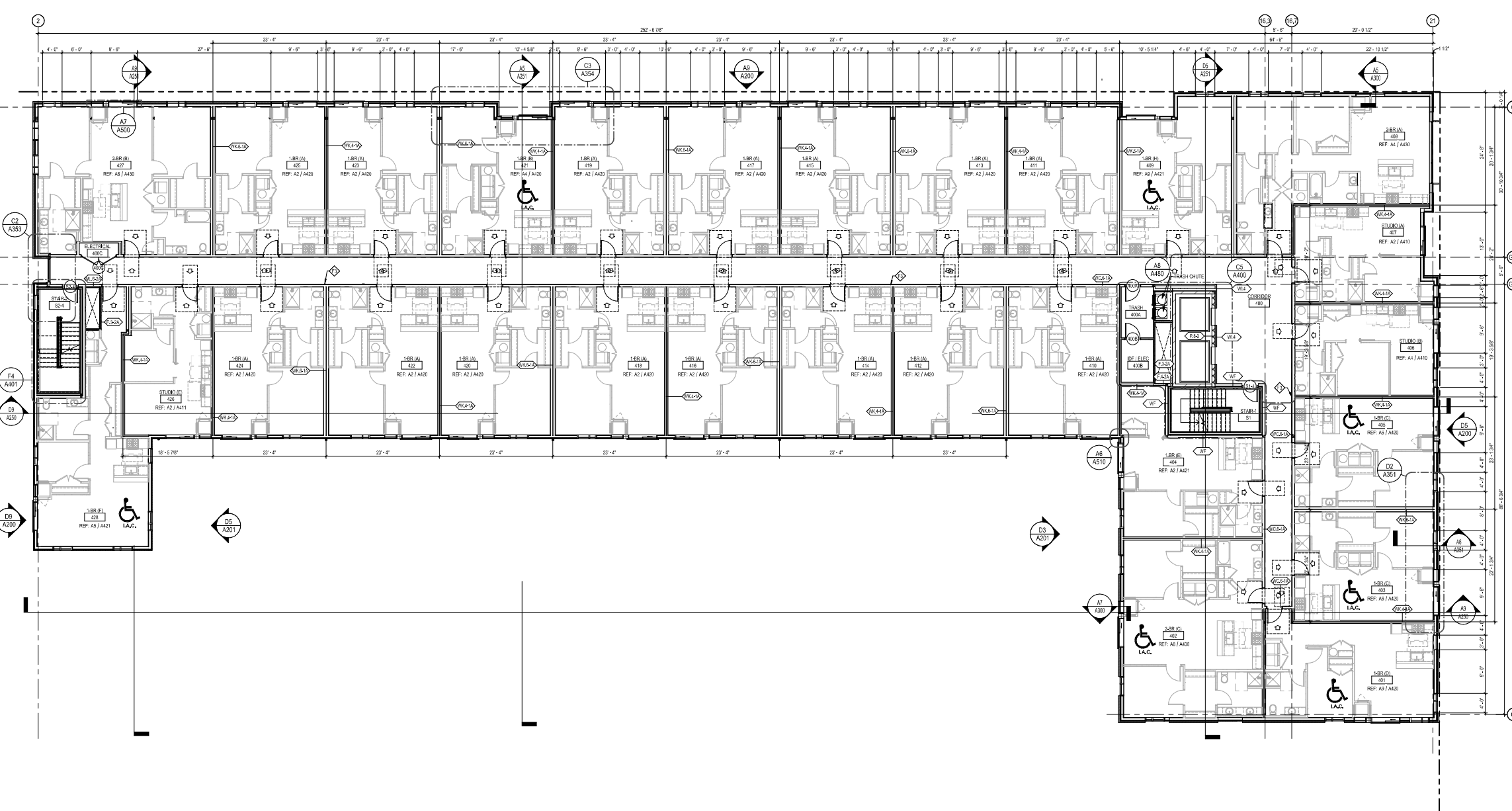
DES PLAINES MULTI-FAMILY

622 GRACELAND AVE.  
THIRD FLOOR PLAN

DRAWN BY: MSJ/SD CHECKED BY: MT/MS

DATE: 10/11/22 SHEET NO: A103

PROJ. NO: 21084



- GENERAL NOTES**
1. REFER TO CIVIL ENGINEERING PLANS FOR ALL GRADES, SLAB ELEVATIONS, AND UTILITY CONNECTIONS.
  2. DO NOT SCALE DRAWINGS. CONTRACTOR TO VERIFY ALL DIMENSIONS PRIOR TO FRAMING. ALL DIMS ARE TO ROUGH FRAMING.
  3. REFER TO BUILDING ELEVATIONS FOR WINDOW TYPES AND FOR INDICATION FOR WINDOW MACHINERY CONTROL DEVICES.
  4. ALL ANGLED PARTITIONS ARE 45 DEGREES UNLESS NOTED.
  5. REFER TO SHEET A-203 FOR PARTITION TYPES.
  6. TYPICAL EXTERIOR FRAME WALL ORIENTATIONS TO BE 9" NOMINAL UNLESS NOTED.
  7. PLUMBING WALLS TO BE 2X6 AT 16" O.C. OR DOUBLED EXTERIOR WALLS WITH INSULATION AND THERMOPLY UNLESS WATER SUPPLIED THROUGH FLOOR.
  8. AT ALL WET AREAS PROVIDE MOISTURE RESISTANT WALL BOARDS AND AT TILED AREAS PROVIDE CEMENT BOARD.
  9. INSULATE ALL CONCEALED SPACES AT EXTERIOR WALLS.
  10. CHASE ALL PLATES JOINTS BETWEEN MULTIPLE STUDS, PAPER AND VENT PENETRATIONS, WINDOW AND DOOR OPENINGS.
  11. PROVIDE ALL WINDOW FLASHING AT ALL ROOF WALL INTERSECTIONS ABOVE WINDOW/DOOR HEADS, AND BAND BOARDS, AND CHIMNEY PENETRATIONS AT ROOF.
  12. FIRESTOP BETWEEN VERTICAL AND HORIZONTAL CONCEALED SPACES SUCH AS SOFFITS, STAR FRAMING, AND MECHANICAL CHASES WITH SOLID 2X4 DIMENSION LARGER OR 1/2" DRYPWALL DRAFTSTOP IN FIRESTOP AREAS WITH GASKET OR FOAM SEALER.
  13. CARPENTER, HVAC, PLUMBING, AND ELECTRICAL CONTRACTORS TO COORDINATE PLACEMENT OF ALL DUCTS, PIPES, AND WIRING PRIOR TO FRAMING. ELECTRICAL AND MECHANICAL EQUIPMENT AND WET AREAS SUBJECT TO RELOCATION DUE TO FIELD CONDITIONS.
  14. PROVIDE AND INSTALL SHELVING AT ALL CLOSETS.
  15. ALL INTERIOR WALLS TO BE FINISHED WITH 5/8" DRYPWALL UNLESS NOTED.
  16. PROVIDE VAPOR BARRIER AT ALL CONCRETE/SLAB ON GRADE AREAS.
  17. SLOPE AND CROSS SLOPES AT HANDICAP PARKING SPACES AND ACCESSIBLE ROUTES NOT TO EXCEED 1:48.
  18. FIRE EXTINGUISHER CABINETS TO BE FULLY RECESSED.
  19. FIRE EXTINGUISHERS LOCATED IN FOOD PREPARATION AREAS TO BE CLASS K. ALL OTHER FIRE EXTINGUISHERS TO BE CLASS ABC.
  20. PROVIDE SAFETY STRIPPING WITHIN PARKING GARAGE AS SHOWN ON DRAWINGS. STRIPPING TO BE 4" WIDE TYPICAL.
  21. PROVIDE FIRE BOLLARD OR RAIL PROTECTION AROUND ALL PLUMBING RISERS WITHIN PARKING GARAGE.

- PLAN LEGEND:**
- GREEN ROOF
  - SYNTHETIC TURF
  - LANDSCAPE PLANTER

- PLAN KEYNOTES:**
- ROOF ACCESS LADDER, OVER PARAPET W/ LANDING PLATFORM, CAGE AND SECURITY DOOR
  - FIRE EXTINGUISHER
  - FIRE EXTINGUISHER AND FULLY RECESSED CABINET
  - BIKE RACKS
  - CONTINUOUS TRENCH DRAIN
  - CABLE GUARD RAIL / VEHICLE BARRIER
  - PUBLIC PARKING SIGN WALL MOUNTED.
  - ACCESSIBLE PARKING SPACE SIGN POST MOUNTED.
  - EV CHARGING STATIONS
  - FLOOR DRAIN PITCH CONCRETE TOPPING TO DRAIN
  - 4" TALL FENCE AT POOL & EXTERIOR
  - SEEDING TRAY ROOF
  - 3'-4" TALL FENCE AT UNIT TERRACE
  - PIPE BOLLARD, BOLLARD TO BE MOUNTED ACCORDING TO MANUFACTURERS STANDARDS.
  - PREFABRICATED PLANTER BOX, SEE LANDSCAPE DRAWINGS FOR ADDITIONAL INFORMATION.
  - STONE BALLAST ROOF, 2'-2" WIDE MINIMUM SECTION FROM EDGE OF ROOF

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OKW Architects  
600 West Jackson Blvd  
Chicago, IL 60601  
T 312.298.7790  
F 312.796.7777  
www.okwarchitects.com

DES PLAINES MULTI-FAMILY

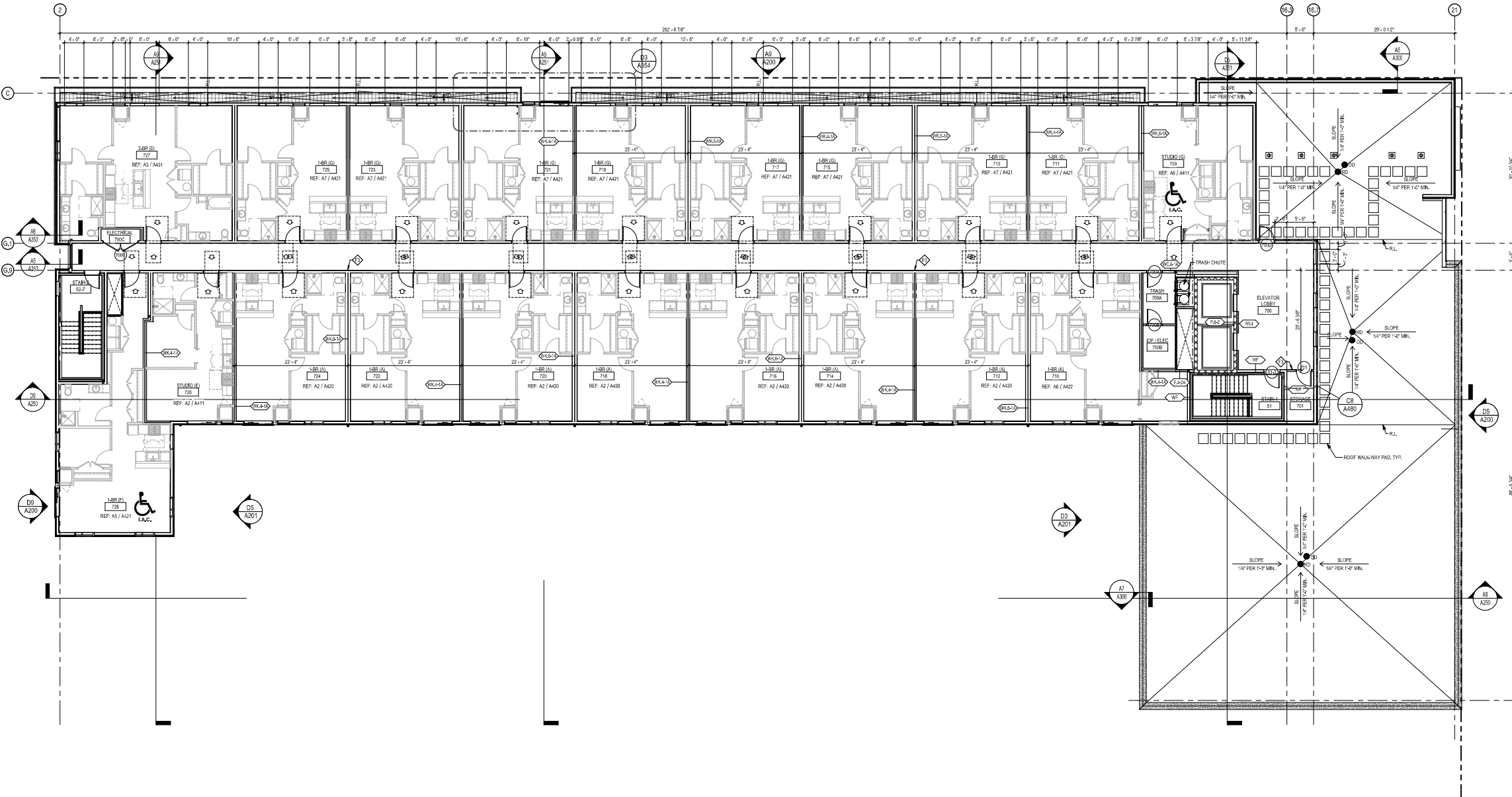
622 GRACELAND AVE.  
FOURTH THROUGH SIXTH  
FLOOR PLAN

DRAWN BY: MSJ / SD CHECKED: MT / MS

DATE: 10/11/22  
SHEET NO: A104  
PROJ. NO: 21084

FOURTH THROUGH SIXTH FLOOR PLAN  
SCALE: 1/8" = 1'-0"

SCALE: 1/8" = 1'-0"



- GENERAL NOTES**
- REFER TO CIVIL ENGINEERING PLANS FOR ALL GRADES, SLAB ELEVATIONS, AND UTILITY CONNECTIONS.
  - DO NOT SCALE DRAWINGS. CONTRACTOR TO VERIFY ALL DIMENSIONS PRIOR TO FRAMING.
  - REFER TO BUILDING ELEVATIONS FOR WINDOW TYPES AND FOR INDICATION FOR WINDOW MACHINERY CONTROL DEVICES.
  - ALL ANGLED PARTITIONS ARE 45 DEGREES UNLESS NOTED.
  - REFER TO SHEET A-203 FOR PARTITION TYPES.
  - TYPICAL EXTERIOR FRAME WALL ORIENTATIONS TO BE 90 MINIMUM UNLESS NOTED.
  - PLUMBING WALLS TO BE 2x6 AT 16" O.C. OR DOUBLED EXTERIOR WALLS WITH INSULATION AND THERMOPLY UNLESS WATER SUPPLIED THROUGH FLOOR.
  - AT ALL WET AREAS PROVIDE MOISTURE RESISTANT WALL BOARDS AND AT TILED AREAS PROVIDE CEMENT BOARD.
  - INSULATE ALL CONCEALED SPACES AT EXTERIOR WALLS.
  - CHASE ALL PLUMBING JOINTS BETWEEN MULTIPLE STUDS, PAPER AND VENT PENETRATIONS, WINDOW AND DOOR OPENINGS.
  - PROVIDE ALUMINUM FLASHING AT ALL ROOF/WALL INTERSECTIONS, ABOVE WINDOW/DOOR HEADS, AND BAND BOARDS, AND CHIMNEY PENETRATIONS AT ROOF.
  - PRESTOP BETWEEN VERTICAL AND HORIZONTAL CONCEALED SPACES SUCH AS SOFFITS, STAR FRAMING, AND MECHANICAL CHASES WITH SOLID 2x4 DIMENSIONAL LAGERS OR 1/2" DRYPWALL DRAFTSTOP IN PRESTOP AREAS WITH GASKET OR FOAM SEALER.
  - CARPENTER, HVAC, PLUMBING, AND ELECTRICAL CONTRACTORS TO COORDINATE PLACEMENT OF ALL DUCTS, PIPES, AND WIRING PRIOR TO FRAMING. ELECTRICAL AND MECHANICAL EQUIPMENT AND WIRING ARE SUBJECT TO RELOCATION DUE TO FIELD CONDITIONS.
  - PROVIDE AND INSTALL SHELVING AT ALL CLOSETS.
  - ALL INTERIOR WALLS TO BE FINISHED WITH 5/8" DRYPWALL UNLESS NOTED.
  - PROVIDE VAPOR BARRIER AT ALL CONCEALED SPACES ON GRADE AREAS.
  - SLOPE AND CROSS SLOPES AT HANDICAP PARKING SPACES AND ACCESSIBLE ROUTES NOT TO EXCEED 1:48.
  - FIRE EXTINGUISHER CABINETS TO BE FULLY RECESSED.
  - FIRE EXTINGUISHERS LOCATED IN FOOD PREPARATION AREAS TO BE CLASS K. ALL OTHER FIRE EXTINGUISHERS TO BE CLASS ABC.
  - PROVIDE SAFETY STRIPPING WITH PARKING GARAGE AS SHOWN ON DRAWINGS. STRIPPING TO BE 4" WIDE TYPICAL.
  - PROVIDE FIRE BOLLARD OR RAIL PROTECTION AROUND ALL PLUMBING RISERS WITHIN PARKING GARAGE.

- PLAN LEGEND:**
- GREEN ROOF
  - SYNTHETIC TURF
  - LANDSCAPE PLANTER

- PLAN KEYNOTES:**
- ROOF ACCESS LADDER, OVER PARAPET W/ LANDING PLATFORM, CAGE AND SECURITY DOOR
  - FIRE EXTINGUISHER
  - FIRE EXTINGUISHER AND FULLY RECESSED CABINET
  - BIKE RACKS
  - CONTINUOUS TRENCH DRAIN
  - CABLE GUARD RAIL/VEHICLE BARRIER
  - PUBLIC PARKING SIGN WALL MOUNTED
  - ACCESSIBLE PARKING SPACE SIGN MOUNTED
  - EV CHARGING STATIONS
  - FLOOR DRAIN, PITCH CONCRETE TOPPING TO DRAIN
  - 4" TALL FENCE AT POOL & EXTERIOR
  - SEEDING TRAY ROOF
  - 3/4" TALL FENCE AT LIMIT TERRACE
  - PIPE BOLLARD, BOLLARD TO BE MOUNTED ACCORDING TO MANUFACTURERS STANDARDS
  - PREFABRICATED PLANTER BOX, SEE LANDSCAPE DRAWINGS FOR ADDITIONAL INFORMATION
  - STONE BALLAST ROOF, 2" WIDE MINIMUM SECTION FROM EDGE OF ROOF

- ROOF PLAN NOTES:**
- VERIFY OPENINGS OF ALL MEP EQUIPMENT WITH MEP AND STRUCTURAL DRAWINGS.
  - REFER TO AND COORDINATE WITH MEP AND STRUCTURAL DRAWINGS FOR ADDITIONAL NOTES, SIZES, AND LOCATION OF EQUIPMENT.
  - PROVIDE TRAFFIC WEAR SURFACE (MINIMUM 1/2" FROM ROOF PATCH) TO ALL MECHANICAL EQUIPMENT.
  - PROVIDE SHOP DRAWINGS SHOWING TAPERED INSULATION LAYOUT, AND CRICKETS. TRUSSES SHALL BE OFFSET TO ACCENT DRAMMAGE TO COORDINATE WITH TRUSS MANUFACTURER AND ROOFING CONTRACTOR.
  - PROVIDE SHEET METAL FLASHING AND SEALANT AT ALL MECHANICAL EQUIPMENT CURBS AND ROOF PENETRATIONS.
  - MINIMUM 1/4" SLOPE TO ALL DRAINS.
  - ALL ROOFING MATERIALS TO BE INSTALLED PER MANUFACTURER RECOMMENDATIONS TO CREATE WATER-TIGHT ENCLOSURE.
  - GC TO INSURE THAT ALL ROOFING MATERIALS ARE COMPATIBLE.

- ROOF PLAN LEGEND:**
- TAPERED INSULATION CRICKETS, MIN SLOPE = 1/4" PER 1'-0"
  - DIRECTION OF SLOPE
  - DOWNSPOUT TO BE CONNECTED TO STORM SYSTEM, REFER TO PLUMBING/CIVIL DRAWINGS.
  - ROOF DRAIN, REFER TO PLUMBING.
  - OVERFLOW DRAIN, REFER TO PLUMBING.
  - HIGH POINT (ROOF LINE)
  - LOW POINT
  - ROOF ANCHOR

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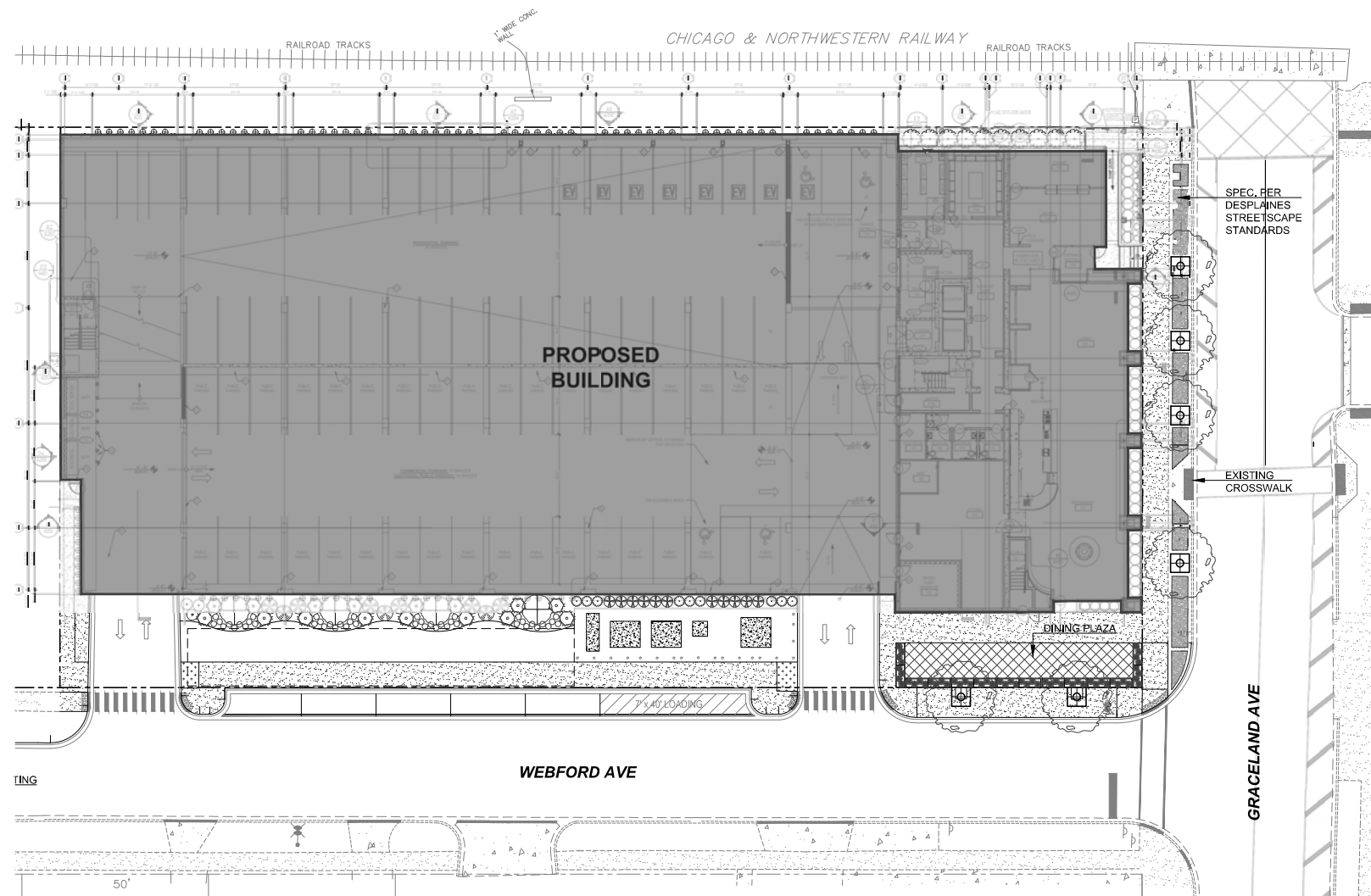
DES PLAINES MULTI-FAMILY

622 GRACELAND AVE.  
SEVENTH FLOOR PLAN

SEVENTH FLOOR PLAN  
SCALE: 1/8" = 1'-0"

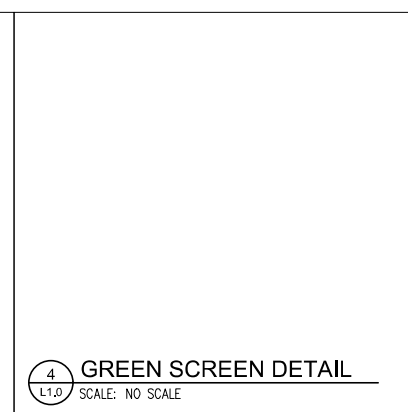
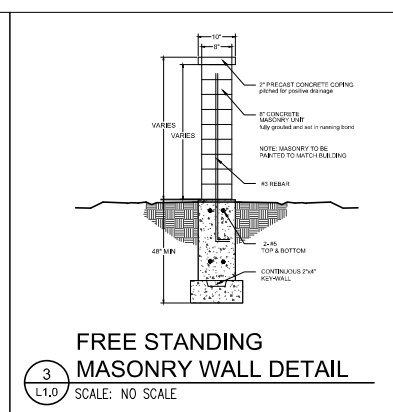
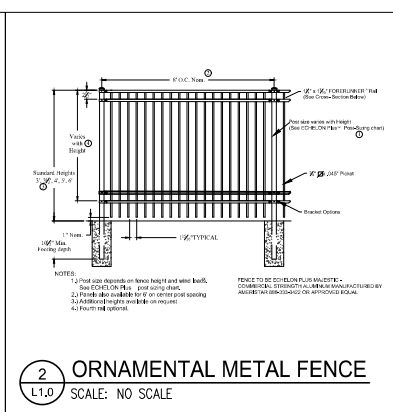
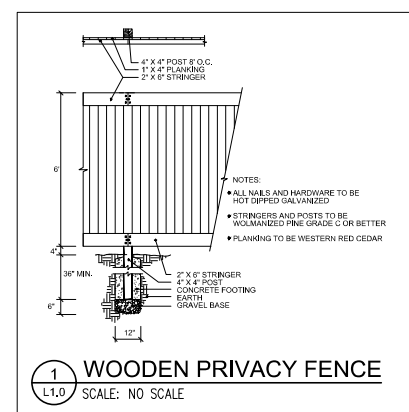
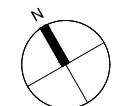
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DATE: 10/11/22  
SHEET NO.: A107  
PROJ. NO.: 21084



**OVERALL LANDSCAPE KEY**

SCALE: 1" = 20'-0"



**LANDSCAPE REQUIREMENTS TABLE**

**PARKING AREAS**

REQUIREMENT: 5' LANDSCAPE BUFFER BETWEEN PARKING AREA AND PUBLIC SIDEWALK

PROPOSED: PUBLIC WALK LOCATED AS A CARRIAGE WALK TO FRONT-LOADED PARKING SPACES ADJACENT TO THE ROW. 5' LANDSCAPE BUFFER TO BE LOCATED ALONG THE PUBLIC SIDEWALK OPPOSITE OF STALLS.

NOTE: RELIEF REQUESTED FOR LOCATION OF BUFFER

REQUIREMENT: 1 TREE PER 40' OF PARKING AREA LENGTH

PROPOSED: 1 TREE PER 40' OF PARKING AREA LENGTH

REQUIREMENT: 1 SHRUB PER 3' OF PARKING AREA LENGTH

PROPOSED: 1 SHRUB PER 3' OF PARKING AREA LENGTH

REQUIREMENT: LANDSCAPE AREA AROUND 35% OF FOUNDATION

PROPOSED: LANDSCAPE AREA AROUND APPROXIMATELY 50% OF FOUNDATION

**STREETSCAPE (GRACELAND AVENUE):**

REQUIREMENT: 1 PARKWAY TREE PER 40-60'

PROPOSED: 1 PARKWAY TREE PER 40' MINIMUM

NOTE: CITY STREETSCAPE STANDARDS TO BE IMPLEMENTED

**LOADING SCREENING:**

REQUIREMENT: LOADING TO BE SCREENED WITH A SOLID WOOD OR MASONRY FENCE 6-8' TALL OR CONTINUOUS EVERGREEN HEDGE.

PROPOSED: LOADING AREA TO BE DISCRETELY INTEGRATED INTO THE LANDSCAPE AND FINISHED WITH PAVERS A SHADE TREE TO MATCH OTHER OUTDOOR AREAS ADJACENT TO BUILDING.

NOTE: RELIEF REQUESTED FOR SCREENING METHOD

**MECHANICAL EQUIPMENT SCREENING:**

REQUIREMENT: MECHANICAL EQUIPMENT TO BE SCREENED WITH MASONRY WALL ON ALL SIDES

PROPOSED: LANDSCAPING TO BE INSTALLED IN AREA ADJACENT TO EQUIPMENT AND THE STREET

NOTE: RELIEF REQUESTED

**SITE AMENITY SPECIFICATION**

SYMBOL	QTY	SIZE	MANU	MODEL #	MATERIAL	COLOR
PERGOLA	1	SEE PLAN FOR DIM. (9' CLEAR.)	TBD.	TBD.	TBD.	
<b>PLANTERS</b>						
A	8	72" L x 30" W x 30" H	TOURNESOL	WCR-723030	GFRG	PEARL
B	10	120" L x 18" W x 36" H	TOURNESOL	WR-1201836	FIBERGLASS	BRONZE
C	1	96" L x 18" W x 36" H	TOURNESOL	WR-961836	FIBERGLASS	BRONZE
D	8	24" L x 24" W x 24" H	TOURNESOL	WR-2400F	FIBERGLASS	BRONZE
E	8	36" L x 36" W x 30" H	TOURNESOL	WR-3600F	FIBERGLASS	BRONZE
SYNTHETIC TURF - ROOFTOP						

Master Plant List						
Shade Trees						
Symbol	Quantity	Botanical Name	Common Name	Size	Origin	Notes
AFR	3	ACER X FREEMANI 'AUTUMN BLAZE'	AUTUMN BLAZE FREEMAN MAPLE	3" BB		MOIST
GBI	3	GINKGO BILOBA	GINKGO	3" BB		URBAN, MALE SPEC. ONLY
Evergreen Shrubs						
BG	36	BUXUS 'GREEN VELVET'	BOXWOOD	18" BB		
JCM	16	JUNIPERUS CHINENSIS 'MINT JULIP'	MINT JULIP SPREADING JUNIPER	24" BB		
Deciduous Shrubs						
AM	11	ARONIA MELANOCARPA 'TROUQUIS BEAUTY'	TROUQUIS BEAUTY BLACK CHOKEBERRY	24" BB	NATIVE	
CA	9	CLETHRA ALNIFOLIA 'HUMMINGBIRD'	HUMMINGBIRD CLETHRA	5 GAL		
HV	10	HAMMAMELUS VERNALIS	VERNAL WITCH HAZEL	48" BB	NATIVE	
HS	4	HIBISCUS SYRIACUS 'ARDEEN'	DOUBLE LAVENDER ROSE OF SHARON	48" BB		DOUBLE LAVENDER
HP	9	HYDRANGEA PANICULATA 'TARDIVA'	TARDIVA HYDRANGEA	36" BB		
RD	3	ROSA DRIFT SWEET	GROUNDCOVER ROSE	2 GAL		PINK
Groundcover						
ef	70	ELONIMOUS FORTUNEI 'COLORATUS'	PURPLE LEAF WINTER CREEPER	3" POTS		
Perennials						
cv	24	COREOPSIS VERTICILLATA 'CREME BRULEE'	TICKSEED	1 GAL		18" YELLOW
hs	15	HEMEROCALLIS 'SPICOT SPARKLES'	SPICOT SPARKLES DAYLILY	1 GAL		18" PEACH
rf	24	NEPETA X FAASSENI	FAASSENS CATMINT	1 GAL		12" LAVENDER
Grasses						
cg	56	CALAMAGROSTIS ACUTIFLORA KARL FOERSTER	FEATHER REED GRASS	3 GAL		3'
Vines						
ls	42	LONICERA SEMPERVIRENS 'MAJOR WHEELER'	HONEYSUCKLE VINE	2 GAL		6' RED
pq	67	PARTHENOISSUS QUINQUEFOLIA	VIRGINIA CREEPER	2 GAL		25' SHADE

**Kathryn Talry**  
landscape architecture  
1926 Waukegan Road | Suite 340  
Glenview, Illinois 60025  
c. 847.612.5154 | www.klandarch.com



no.	revision description	initial	date
1	ISSUED FOR REVIEW	KMT	03-29-23
2	ISSUED FOR QMP	KMT	06-21-23
3	ISSUED FOR REVIEW	KMT	08-24-23

**DESPLAINES MULTIFAMILY**  
622 GRACELAND  
DESPLAINES, IL

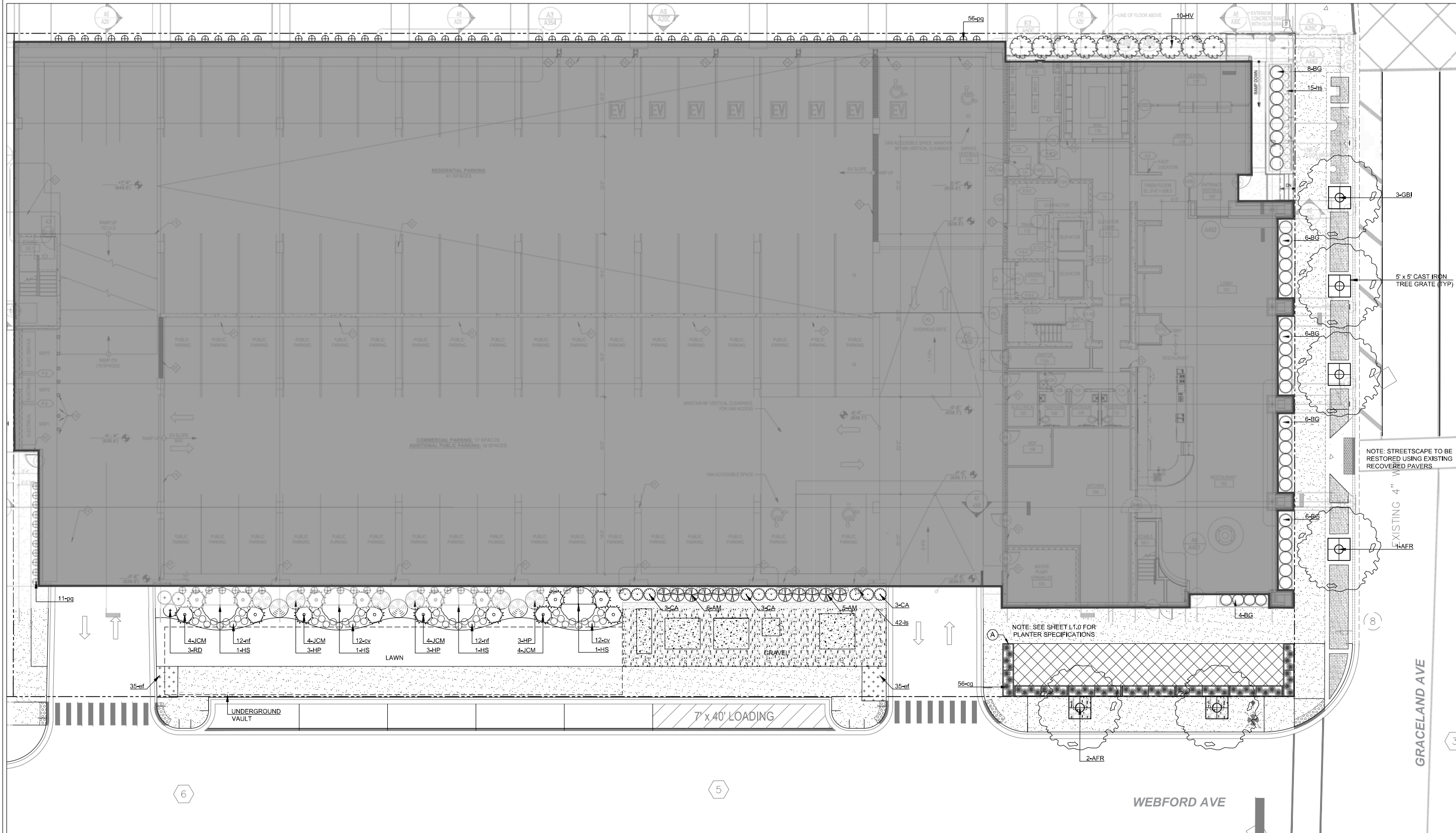
**OVERALL LANDSCAPE KEY**  
MATERIAL SPECIFICATIONS  
LANDSCAPE REQUIREMENTS

date: 11-29-22  
drawn: DIV  
checked: KMT

job no.: 22100

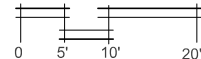
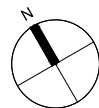
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LANDSCAPE PLAN

SCALE: 1" = 10'-0"



**NOT FOR CONSTRUCTION**

**Kathryn Talty**  
landscape architecture  
1926 Waukegan Road | Suite 340  
Glenview, Illinois 60025  
c. 847.612.5154 | www.ktlandarch.com



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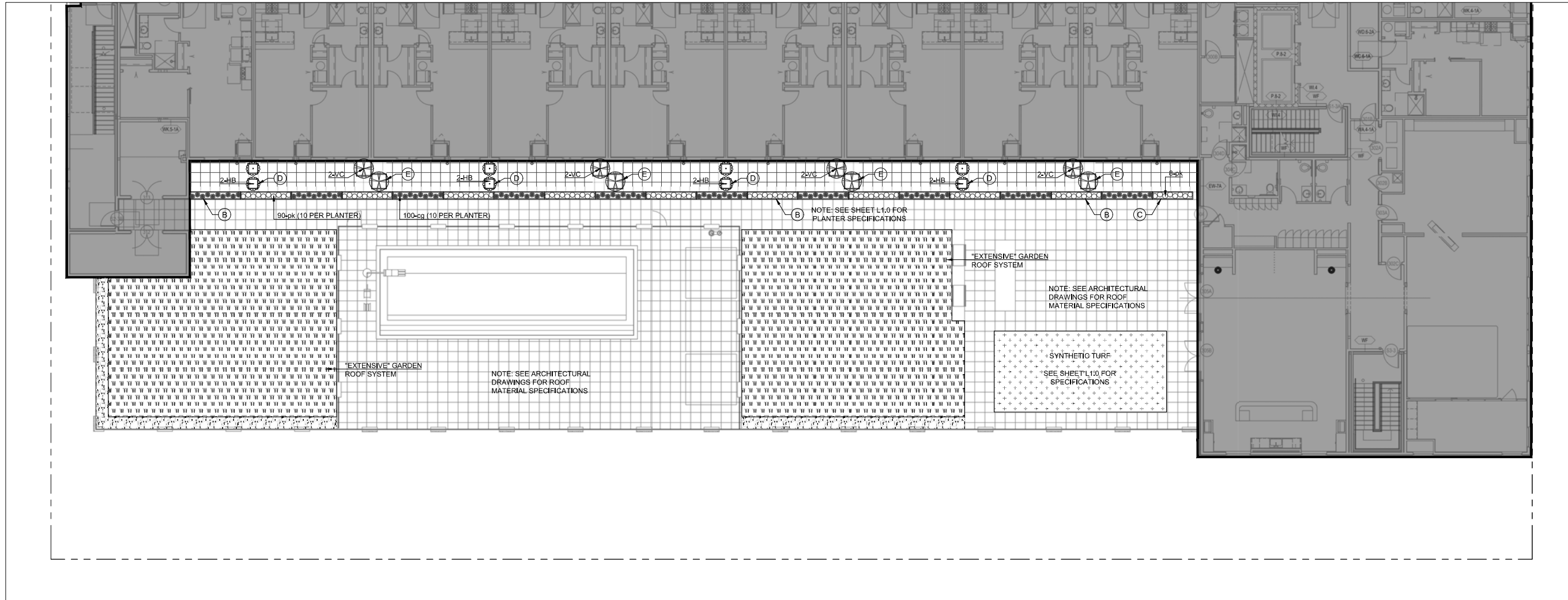
**DESPLAINES MULTIFAMILY**  
622 GRACELAND  
DESPLAINES, IL

LANDSCAPE PLAN

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22100

L 1.1



**LANDSCAPE PLAN - 3RD FLOOR**

SCALE: 1" = 10'-0"



**GREEN ROOF KEY**

**LOW-DEPTH GREEN ROOF AREAS**



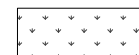
Roof areas that are intended to accommodate plant communities for passive viewing and storm water volume control. Use American Hydrotech "Extensive Garden Roof" system or equal.

**EXPANDED DEPTH GREEN ROOF AREAS**



Roof areas that are intended to accommodate larger scale plant communities for passive viewing, screening and storm water volume control. Use American Hydrotech "Intensive Garden Roof" system or equal.

**ARTIFICIAL TURF**



Roof areas that are intended to be furnished with artificial turf. See Sheet L1.0 for specifications.

3rd Floor Plant List				
Deciduous Shrubs				
HB	8	HYDRANGEA PANICULATA 'LVOBO'	BOBO HYDRANGEA	3 GAL
VC	8	VIBURNUM CARLESII 'COMPACTUM'	DWARF KOREANSPICE VIBURNUM	36" BB
Perennials				
pk	98	PEROVSKIA ATRIPLICIFOLIA	RUSSIAN SAGE	1 GAL 36" PURPLE
Grasses				
cg	100	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	FEATHER REED GRASS	3 GAL 3'

**Kathryn Talry**  
landscape architecture  
1926 Waukegan Road | Suite 340  
Glenview, Illinois 60025  
c. 847.672.5154 | www.ktlandarch.com



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2	ISSUED FOR OMP	KMT	06-21-23
3	ISSUED FOR REVIEW	KMT	08-24-23

**DESPLAINES MULTIFAMILY**  
622 GRACELAND  
DESPLAINES, IL

LANDSCAPE PLAN - 3RD FLOOR  
GREEN ROOF ASSEMBLY DETAIL

date 11-29-22  
drawn DIV  
checked KMT

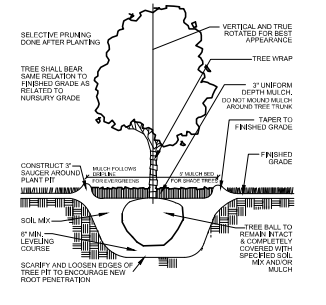
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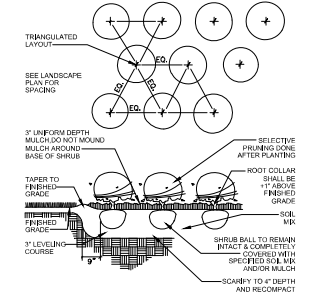
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**GENERAL CONSTRUCTION NOTES**

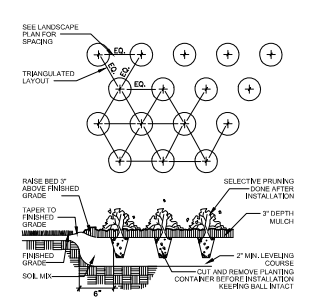
- REQUIRED LANDSCAPE MATERIAL SHALL SATISFY AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS AND BE STAKED, WRAPPED, WATERED AND MULCHED PER ORDINANCE.
- BEFORE ANY EXCAVATION ON THE SITE, CALL TO LOCATE ANY EXISTING UTILITIES ON THE SITE. THE CONTRACTOR SHALL FAMILIARIZE HIM/HERSELF WITH THE LOCATIONS OF ALL BURIED UTILITIES IN THE AREAS OF WORK BEFORE STARTING OPERATIONS. THE CONTRACTOR SHALL BE LIABLE FOR THE COST OF REPAIRING OR REPLACING ANY BURIED CONDUITS, CABLES OR PIPING DAMAGED DURING THE INSTALLATION OF THIS WORK.
- FOUR FOOT HIGH FENCING OR OTHER RIGID MATERIAL IS TO BE ERRECTED AROUND THE DRIP-LINE OF ALL TREES TO BE SAVED.
- PLANT QUANTITIES ON PLANT LIST INTENDED TO BE A GUIDE. ALL QUANTITIES SHALL BE CHECKED AND VERIFIED ON PLANTING PLAN. ANY DISCREPANCIES SHALL BE DISCUSSED WITH THE LANDSCAPE ARCHITECT.
- ANY DEVIATIONS FROM OR MODIFICATIONS TO THIS PLAN SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- CONTRACTOR TO NOTIFY LANDSCAPE ARCHITECT UPON DELIVERY OF PLANT MATERIAL TO THE SITE. LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANT MATERIAL THAT DOESN'T MEET STANDARDS OR SPECIFICATIONS OF THE PROJECT.
- ALL PLANT MATERIAL TO BE INSTALLED PER THE PLANTING DETAILS PROVIDED ON THIS PLAN SET.
- ALL BED EDGES TO BE WELL SHAPED, SPADE CUT, WITH LINES AND CURVES AS SHOWN ON THIS PLAN SET.
- ALL PLANTING BEDS TO BE PREPARED WITH PLANTING MIX: 50% TOPSOIL, 50% SOIL AMENDMENTS (3 PARTS PEATMOSS, 1 PART COMPOST, 1 PART SAND)
- ALL PARKING LOT ISLANDS SHALL BE BACKFILLED WITH THE FOLLOWING: 2" OF BLENDED GARDEN SOIL MIX (60% TOPSOIL, 30% COMPOST, 10% SAND) OR 6" OF ONE STEP BY MIDWEST TRADING, TOP DRESSED AND TILLED INTO 18" OF TOPSOIL.
- ALL SPECIFIED LANDSCAPE MATERIAL INDICATED ON THE CONSTRUCTION DOCUMENTS WILL BE REQUIRED TO BE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT AND MUST BE REPLACED SHOULD IT DIE OR BECOME DAMAGED.
- ALL PLANT MATERIAL SHALL HAVE A ONE YEAR GUARANTEE FROM SUBSTANTIAL COMPLETION AS DETERMINED BY THE LANDSCAPE ARCHITECT, AND SHALL BE REPLACED SHOULD IT DIE WITHIN THAT PERIOD.
- PROTECT STRUCTURES, SIDEWALKS, PAVEMENTS AND UTILITIES TO REMAIN FROM DAMAGE CAUSED BY SETTLEMENT, LATERAL MOVEMENT, UNDERMINING, WASHOUTS AND OTHER HAZARDS CAUSED BY SITE IMPROVEMENT OPERATIONS.
- ALL LAWN AREAS TO BE SEEDDED WITH STANDARD TURF GRASS SEED AND COVERED WITH EROSION CONTROL BLANKET. UNLESS OTHERWISE SPECIFIED ON THE PLAN.
- CAREFULLY MAINTAIN PRESENT GRADE AT BASE OF ALL EXISTING TREES TO REMAIN. PREVENT ANY DISTURBANCE OF EXISTING TREES INCLUDING ROOT ZONES. USE TREE PROTECTION BARRICADES WHERE INDICATED. PROTECT EXISTING TREES TO REMAIN AGAINST UNNECESSARY CUTTING, BREAKING OR SKINNING OF ROOTS, BRUISING OF BARK OR SMOTHERING OF TREES, DRIVING, PARKING, DUMPING, STOCKPILING AND/OR STORAGE OF VEHICLES, EQUIPMENT, SUPPLIES, MATERIALS OR DEBRIS ON TOP THE ROOT ZONES AND/OR WITHIN THE DRIPLENE OF EXISTING TREES OR OTHER PLANT MATERIAL TO REMAIN IS STRICTLY PROHIBITED.
- THE CONTRACTOR AT ALL TIMES SHALL KEEP THE PREMISES ON WHICH WORK IS BEING DONE, CLEAR OF RUBBISH AND DEBRIS. ALL PAVEMENT AND DEBRIS REMOVED FROM THE SITE SHALL BE DISPOSED OF LEGALLY.
- ALL WORK AND OPERATIONS SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL CODES AND ORDINANCES.



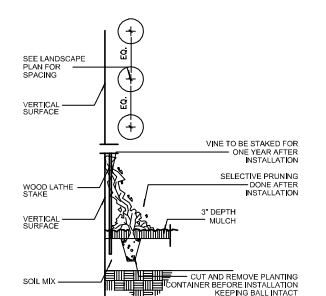
**1 TREE PLANTING DETAIL**  
SCALE: NO SCALE



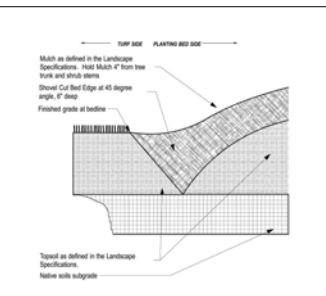
**2 SHRUB PLANTING DETAIL**  
SCALE: NO SCALE



**3 GROUND COVER DETAIL**  
SCALE: NO SCALE



**4 VINE PLANTING DETAIL**  
SCALE: NO SCALE



**5 SPADED PLANTING BED EDGE**  
SCALE: NO SCALE

**LANDSCAPE MAINTENANCE SPECIFICATIONS**

**LANDSCAPE MAINTENANCE SPECIFICATIONS**  
The Contractor shall provide as a separate bid, maintenance for a period of 1 year after final acceptance of the project landscaping. The Contractor must be able to provide continued maintenance if requested by the Owner or provide the name of a reputable landscape contractor who can provide maintenance.

**STANDARDS**  
All landscape maintenance services shall be performed by trained personnel using current, acceptable horticultural practices. All work shall be performed in a manner that maintains the original intent of the landscape design.

All chemical applications shall be performed in accordance with current county, state and federal laws, using EPA registered materials and methods of application. These applications shall be performed under the supervision of a Licensed Certified applicator.

**APPROVALS**  
Any work performed in addition to that which is outlined in the contract shall only be done upon written approval by the Owner's Representative.

**SOIL TESTING**  
The maintenance contractor shall perform soil tests as needed to identify imbalances or deficiencies causing plant material decline. The owner shall be notified of the recommendation for approval, and the necessary corrections made at an additional cost to the owner.

Acceptable Soil Test Results:

	Landscape Trees & Shrubs	Turf
pH Range	5.0-7.0	6.0-7.0
Organic Matter	>1.5%	>2.5%
Magnesium (Mg)	100-lbs./acre	100-lbs./acre
Phosphorus (P2O5)	150-lbs./acre	150-lbs./acre
Potassium (K2O)	120-lbs./acre	120-lbs./acre
Soluble salts	Not to exceed 900ppm/1.9 mmhos/cm in soil, not to exceed 1400 ppm/2.0 mmhos/cm in high organic mix	Not to exceed 750ppm/0.75 mmhos/cm in soil, not to exceed 2000 ppm/2.0 mmhos/cm in high organic mix

For unusual soil conditions, the following optional tests are recommended with levels not to exceed:

Boron	3 pounds per acre
Manganese	50 pounds per acre
Potassium (K2O)	450 pounds per acre
Sodium	20 pounds per acre

**WORKMANSHIP**  
During landscape maintenance operations, all areas shall be kept neat and clean. Precautions shall be taken to avoid damage to existing structures. All work shall be performed in a safe manner to the operators, the occupants and any pedestrians.

Upon completion of maintenance operations, all debris and waste material shall be cleaned up and removed from the site, unless provisions have been granted by the owner to use on-site trash receptacles.

Any damage to the landscape, the structure, or the irrigation system caused by the maintenance contractor, shall be repaired by the maintenance contractor without charge to the owner.

**GENERAL CLEAN UP**  
Prior to mowing, all trash, sticks, and other unwanted debris shall be removed from lawns, plant beds, and paved areas.

**MOWING**  
Turf grasses, including blue grass, tall fescue, perennial ryegrass, etc., shall be maintained at a height of 2" to 3" in spring and fall. From June through September, mowing height shall be maintained at no less than 3".

The mowing operation includes trimming around all obstacles, raking excessive grass clippings and removing debris from walks, curbs, and parking areas. Caution: Mechanical weeders should NOT be used around trees because of potential damage to the bark.

**EDGING**  
Edging of all sidewalks, curbs and other paved areas shall be performed once every other mowing. Debris from the edging operations shall be removed and the areas swept clean. Caution shall be used to avoid flying debris.

**FERTILIZING**  
Seasonally stepped fertilizer shall be applied in areas based on the existing turf species.

**LAWN WEED CONTROL: HERBICIDES**  
Selection and proper use of herbicides shall be the landscape contractor's responsibility. All chemical applications shall be performed under the supervision of a Licensed Certified Applicator. Read the label prior to applying any chemical.

**INSECT & DISEASE CONTROL FOR TURF**  
The contractor shall be responsible for monitoring the site conditions on each visit to determine if any insect pest or disease problems exist. The contractor shall identify the insect pest or disease, as well as the host plant, and then consult the most current edition of the Cooperative Extension Service's "Commercial Insecticide Recommendation for Turf" for control. The licensed applicator shall be familiar with the label provided for the selected product prior to application.

Inspection and treatment to control insect pests shall be included in the contract price.

**TREES, SHRUBS, & GROUND COVER**  
All ornamental trees, shrubs and ground cover shall be pruned when appropriate to remove dead or damaged branches, develop the natural shapes, Do not shear trees or shrubs. If previous maintenance practice has been to shear and ball, then a natural shape will be restored gradually.

- Pruning Guidelines:**
- Prune plants that flower before the end of June (spring blooming) immediately after flowering. Flower buds develop during the previous growing season. Fall, winter or spring pruning would reduce the spring flowering display.
  - Prune plants that flower in July - September (summer or autumn blooming) in winter or spring before new growth begins, since these plants develop flowers on new growth.
  - Delay pruning plants grown for ornamental fruits, such as Cotoneasters and Viburnums.
  - Hollies and other evergreens may be pruned during winter in order to give their branches for seasonal decoration. However, severe pruning of evergreens should be done in early spring only.
  - Broadleaf evergreen shrubs shall be hand-pruned to maintain their natural appearance after the new growth hardens off.
  - Hedges or shrubs that require shearing to maintain a formal appearance shall be pruned as required. Dead wood shall be removed from sheared plants before the first shearing of the season.
  - Conifers shall be pruned, if required, according to their genus.
    - Yews, Junipers, Hemlocks and Arborvitae may be pruned after new growth has hardened off in late summer. If severe pruning is necessary, it must be done in early spring.
    - Firs and spruces may be lightly pruned in late summer, fall, or winter after completing growth. Leave side buds. Never cut central leader.
    - Pines may be lightly pruned in early June by reducing candles.
  - Groundcover shall be edged and pruned as needed to contain it within its borders.
  - Thinning: Remove branches and water sprouts by cutting them back to their point of origin on parent stems. This method results in a more open plant, without stimulating excessive growth. Thinning is used on Crab Apples, Lilacs, Viburnums, etc.
  - Renewal pruning: Remove oldest branches of shrub at ground, leaving the younger, more vigorous branches. Also remove weak stems. On overgrown plants, this method may be best done over a three-year period. Renewal pruning may be used on Forsythia, Hydrangea, Spiraea, etc.

Plants overhanging passageways and parking areas and damaged plants shall be pruned as needed.

Shade trees that cannot be adequately pruned from the ground shall not be included in the Maintenance Contract. A certified arborist under a separate contract shall perform this type of work.

**SPRING CLEANUP**  
Plant beds shall receive a general cleanup before fertilizing and mulching. Cleanup includes removing debris and trash from beds and cutting back herbaceous perennials left standing through winter, e.g. ornamental grasses, Sedum Autumn Joy.

**FERTILIZING**  
For trees, the rate of fertilization depends on the tree species, tree vigor, area available for fertilization, and growth stage of the tree. Mature specimens benefit from fertilization every 3 to 4 years; younger trees shall be fertilized more often during rapid growth stages.

The current recommendation is based on the rate of 1000 square feet of area under the tree to be fertilized. For deciduous trees, 2 to 6 pounds of Nitrogen per 1000 square feet; for narrow-leaf evergreens, 1 to 4 pounds of Nitrogen per 1000 square feet; for broadleaf evergreens, 1 to 3 pounds of Nitrogen per 1000 square feet.

Shrubs and groundcover shall be top-dressed with compost 1" deep or fertilized once in March with 10-6-4 analysis fertilizer at the rate of 3 pounds per 100 square feet of bed area. Ericaceous material shall be fertilized with an ericaceous fertilizer at the manufacturer's recommendation rate. Plants that are growing poorly, a soil sample should be taken.

**TREES, SHRUBS, & GROUND COVER (CONT.)**

**MULCHING**  
Annually, all tree and shrub beds will be prepared and mulched, to a minimum depth of 3" with quality mulch to match existing. Bed preparation shall include removing all weeds, cleaning up said bed, edging and cultivating decayed mulch into the soil. Debris from edging is to be removed from beds where applicable. If deemed necessary, a pre-emergent herbicide may be applied to the soil to inhibit the growth of future weeds.

Organically maintained gardens shall not receive any pre-emergent herbicides. Mulch in excess of 4" will be removed from the bed areas. SPECIAL CARE shall be taken in the mulching operation not to over-mulch or cover the base of trees and shrubs. This can be detrimental to the health of the plants.

**WEEDING**  
All beds shall be weeded on a continuous basis throughout the growing season to maintain a neat appearance at all times. Pre-emergent (soil-applied) and post-emergent (foliar-applied) herbicides shall be used where and when applicable and in accordance with the product's label.

**INSECT & DISEASE CONTROL: TREES, SHRUBS & GROUND COVER**  
The maintenance contractor shall be responsible for monitoring the landscape site on a regular basis. The monitoring frequency shall be monthly except for growing season, which will be every other week. Trained personnel shall monitor for plant-damaging insect activity, plant pathogenic diseases and potential cultural problems in the landscape. The pest or cultural problem will be identified under the supervision of the contractor.

For plant-damaging insects and mites identified in the landscape, the contractor shall consult and follow the recommendations of the most current edition of the state Cooperative Service publication on insect control on landscape plant material.

Plant pathogenic disease problems identified by the contractor that can be resolved by pruning or physical removal of damaged plant parts will be performed as part of the contract. For an additional charge, plant pathogenic diseases that can be resolved through properly timed applications of fungicides shall be made when the owner authorizes it.

If the contractor notes an especially insect- or disease-prone plant species in the landscape, he/she will suggest replacement with a more pest-resistant cultivar or species that is consistent with the intent of the landscape design.

NOTE: For identification of plant-damaging insects and mites, a reference textbook that can be used is Insects that feed on Trees and Shrubs by Johnson and Lyon, Comstock Publishing Associates. For plant pathogenic diseases, two references are suggested: Scouting and Controlling Woody Ornamental Diseases in Landscapes and Nurseries, authored by Gary Moorman, published by Penn State College of Agricultural Sciences, and Diseases of Trees and Shrubs by Sinclair and Lyon, published by Comstock Publishing Press.

**TRASH REMOVAL**  
The maintenance contractor shall remove trash from all shrub and groundcover beds with each visit.

**LEAF REMOVAL**  
All fallen leaves shall be removed from the site in November and once in December. If requested by the owner, the maintenance contractor, at an additional cost to the owner shall perform supplemental leaf removals.

**WINTER CLEAN-UP**  
The project shall receive a general clean-up once during each of the winter months, i.e., January, February, and March.

Clean-up includes:

- Cleaning curbs and parking areas
- Removing all trash and unwanted debris
- Turning mulch where necessary
- Inspection of grounds

**SEASONAL COLOR: PERENNIALS, ANNUALS, AND BULBS**

The installation of perennials, annuals, and bulbs, unless specified herein, shall be reviewed with the owner, and, if accepted, installed and billed to the owner.

**SEASONAL COLOR MAINTENANCE**

**Perennialization of Bulbs:**

- After flowering, cut off spent flower heads.
- Allow leaves of daffodils and hyacinths to remain for six weeks after flowers have faded. Cut off at base.
- Allow leaves of other bulbs to yellow naturally and then cut off at base.
- Apply fertilizer after flowering in spring, possibly again in fall. Apply 10-10-10 at the rate of 2 pounds per 1000 square feet or top-dress with compost 1" deep. Fall fertilization with a bulb fertilizer or mulching with 1" of compost is optional.

**Flower Rotation:**

- Bulbs: Remove the entire plant and bulb after flowers have faded or at the direction of the owner and install new plants if included in contract.
- Summer Annuals or Fall Plants:
  - Dead heading: Pinch and remove dead flowers on annuals as necessary.
  - Fertilizing Summer Annuals: Fertilize using one or two methods: Apply a slow-release fertilizer in May following manufacturer's recommendations. A booster such as 10-10-10 may be necessary in late summer. Or, apply liquid fertilizations of 20-20-20 water-soluble fertilizers, not to exceed 2 pounds of 20-20-20 per 100 gallons of water, monthly, or mulch with compost 1" deep.
  - Removal: If fall plants are to be installed, summer annuals shall be left in the ground until the first killing frost and then removed, unless otherwise directed by the owner.

**Perennials:**

- After initial installation, if a time-released fertilizer has been incorporated during plant installation, no more fertilizer need be applied the first growing season.
- The following year:
  - Fertilize perennials with a slow-release fertilizer or any 50% organic fertilizer, or mulch perennials with compost 1" deep.
  - Cut all deciduous perennials flush to the ground by March 1, if this was not done the previous fall, to allow new growth to develop freely.
  - Mulch the perennial bed once in early spring at 1"-2" depth. If soil is bare in late fall, re-mulch lightly after ground is frozen to protect perennials.
  - Inspect for insect or disease problems on perennials. Monitor and control slugs on hostas and liliacials. Powdery mildew on phlox, monarda, and asters can be prevented with properly timed fungicides or use of disease-resistant varieties.
  - Weed perennial bed as specified in "WEEDING" above.
  - Prune branching species to increase density. Cut only the flowering stems after blooming. Do not remove the foliage.

The following fall cut back deteriorating plant parts unless instructed to retain for winter interest, e.g. Sedum Autumn Joy and ornamental grasses.

**Long-term Care:**

- Divide plants that overcrowd the space provided. Divide according to the species. Some need frequent dividing, e.g. asters and yarrow every two years; other rarely, if ever, e.g. perennials, hostas, and ascleba.
- For detailed information regarding the care of specific perennials, refer to All About Perennials by Orto: Perennials: How to Select, Grow and Enjoy by Pamela Harper and Frederick McGouty, Hp Books Publisher; Herbaceous Perennial Plants: A Treatise on their Identification, Culture and Garden Attributes by Allan Armitage, Stepi Pub LLC.

**SUMMARY OF MAINTENANCE**

**LAWN MAINTENANCE**

- Soil analysis performed annually to determine pH. If pH does not fall within specified range, adjust according to soil test recommendations.
- Maintain proper fertility and pH levels of the soil to provide an environment conducive to turf vitality for turf grasses.
- Mow turf on a regular basis and as season and weather dictates. Remove no more than the top 1/3 of leaf blade. Clippings on paved and bed areas will be removed.
- Aerate warm season turf areas to maintain high standards of turf appearance.
- Apply pre-emergent to turf in two applications in early February and early April to extend barrier.
- Apply post-emergent as needed to control weeds.
- Mechanically edge curbs and walks.
- Apply non-selective herbicide, to mulched bed areas and pavement and remove excess runners to maintain clean defined beds.

**TREE, GROUND COVER AND SHRUB BED MAINTENANCE**

- Prune shrubs, trees and groundcover to encourage healthy growth and create a natural appearance.
- Mulch to be applied in February/March with a half rate in late summer to top dress.
- Apply pre-emergent herbicides in February and April.
- Manual weed control to maintain clean bed appearance.
- Apply fungicides and insecticides as needed to control insects and disease.
- Ornamental shrubs, trees and groundcovers to be fertilized three (3) times per year with a balanced material (January/February, April/May, and October/November)
- Edge all mulched beds.
- Remove all litter and debris.

**GENERAL MAINTENANCE**

- Remove all man-made debris, blow edges.
- Inspect grounds on a monthly basis and schedule inspection with Unit Operator.

**Kathryn Talry**  
landscape architecture  
1926 Waukegan Road | Suite 340  
Glenview, Illinois 60025  
c. 847.612.5154 | www.ktlandscarch.com

no.	revision	description	initial	date
1	ISSUED FOR REVIEW		KMT	03-29-23
2	ISSUED FOR GMP		KMT	06-21-23
3	ISSUED FOR REVIEW		KMT	08-24-23

**GRACELAND MULTIFAMILY**  
622 GRACELAND  
DESPLAINES, IL

LANDSCAPE NOTES  
PLANTING SPECIFICATIONS  
CONSTRUCTION DETAILS

date	drawn	checked
12-1-22	MMT	KMT

job no.  
**22100**

sheet no.  
**L 2.1**



## EXHIBIT C

### PUBLIC IMPROVEMENTS

<b>Stormwater Improvements</b>	Storm sewer lines along Webford Avenue to Laurel Avenue (separate storm and sanitary sewers) consisting of 731 feet of concrete pipe with various diameters of 12", 15", 18" and 21" and storm sewer structures"
<b>Sanitary Sewer</b>	Separate combined storm and sanitary sewer services consisting of 25 feet of 10" PVC pipe
<b>Water Mains &amp; Service Lines</b>	<ul style="list-style-type: none"><li>• New water service lines consisting of 44 feet of 10" ductile iron pipe</li><li>• Water mains in public right-of-way</li><li>• Hydrants and Standpipes compliance with International Fire Code</li></ul>
<b>Public Right-of-Way Improvements</b>	<ul style="list-style-type: none"><li>• Graceland Avenue Frontage Sidewalk consisting of 170 feet</li><li>• Graceland Avenue Streetscape &amp; Lighting matching rest of downtown</li><li>• Widening of Webford Avenue to 28 feet curb to curb, plus an additional seven feet to accommodate five off- street parking spaces, as well as construction of all necessary curbs, gutters, and sidewalks</li><li>• Streetlights on Webford with electrical extending from 1320 Webford to Graceland</li></ul>

**EXHIBIT D**

**DEVELOPMENT PERMITTING AND CONSTRUCTION SCHEDULE**

<b>Action</b>	<b>Date</b>
Title Acquisition Date (J&T Parcels)	October 31, 2023
Demolition Permit Issuance	April 15, 2024
Building Permit Application	April 15, 2024
Building Permit Issuance	July 15, 2024
Construction Start	July 30, 2024
Construction Completion	March 31, 2026
Certificate of Occupancy	May 1, 2026
Full Building Lease-Up	May 1, 2027

**EXHIBIT E**  
**FORM LETTER OF CREDIT**

**IRREVOCABLE STANDBY LETTER OF CREDIT**

IRREVOCABLE LETTER OF CREDIT NO. \_\_\_\_\_ AMOUNT: \_\_\_\_\_

EXPIRATION DATE: \_\_\_\_\_ DATE OF ISSUE: \_\_\_\_\_

\_\_\_\_\_  
[Name of Bank]

\_\_\_\_\_  
[Address]

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

**WE HEREBY AUTHORIZE YOU TO DRAW AT SIGHT** on this Irrevocable Standby Letter of Credit No. \_\_\_ UP TO AN AGGREGATE AMOUNT OF \_\_\_\_\_ United States Dollars (\$ \_\_\_\_\_) for account of \_\_\_\_\_ (the "**Customer**").

Drafts under this Letter of Credit shall bear upon their face the words:

"Drawn under \_\_\_\_\_  
Irrevocable Standby Letter of Credit No. \_ Dated: \_\_\_\_\_, \_\_\_"

Drafts may be for all or any portion of the amount of this Letter of Credit, and shall be in the form attached hereto as **Exhibit 1** and shall be accompanied by one of the following documents executed by the City Manager or an individual designated as acting City Manager:

(a) A written statement on the form attached hereto as **Exhibit 2** stating that, conditioned upon proper notice to the City Manager, Letter of Credit No. \_\_\_ will expire within 35 days or less and that the Customer has failed to deliver to the City Manager evidence of a renewal of Letter of Credit No. \_\_\_; or

(b) A written statement on the form attached hereto as **Exhibit 3** stating that all or any part of the improvements required to be constructed by the Customer at 622 Graceland Avenue, Des Plaines, Illinois (the "**Property**") pursuant to the Amended and Restated Development Agreement dated [INSERT], 2023 by and between the City of Des Plaines and Mylo Residential Graceland Property, LLC (the "**Agreement**") have not been constructed in accordance with the Agreement or the City's general ordinances, codes, or regulations; or

(c) A written statement on the form attached hereto as **Exhibit 4** stating that all or any part of the costs, payments, permit fees or other fees required to be paid to the City by the Customer in conjunction with the redevelopment of the Development Property pursuant to the Agreement or the City's general ordinances, codes, or regulations, have not been paid in the required time period; or

(d) A written statement on the form attached hereto as **Exhibit 5** stating that all or any portion of the maintenance, repair, or restoration of the property required to be performed by the Customer pursuant to and in accordance with the Agreement or the City's general ordinances, codes, and regulations has not been performed; or

(e) A written statement on the form attached hereto as **Exhibit 6** stating that all or any portion of the Customer's undertakings pursuant to the Agreement have not been performed pursuant to and in accordance with the Agreement.

**WE HEREBY AGREE** with the beneficiary that:

1. Site Drafts drawn under this Letter of Credit must specify the number of this Letter of Credit and be presented at the office identified below.

2. Any sight draft may be presented to issuer by electronic, reprographic, computerized or automated system, or by carbon copy, but in any event must visibly bear the word "original." If the document is signed, the signature may consist of (or may appear to us as) an original handwritten signature, a facsimile signature or any other mechanical or electronic method of authentication.

3. Drafts drawn under and in compliance with this Letter of Credit shall be duly honored immediately upon presentation to us if presented on or before the above-stated Expiration Date or presented at our office together with the original of this Letter of Credit on or before that date. Further, one or more drafts may be presented at 410 Monon Boulevard, 54th Floor, Carmel, Indiana 46032. on or before the Expiration Date.

2. If, within three banking days after any draft drawn under this Letter of Credit is presented to us in conformance with the terms of this Letter of Credit, we fail to honor same, we agree to pay all attorneys' fees, court costs and other expenses incurred by the City in enforcing the terms hereof; provided that we will not be responsible for such fees, costs, or expenses arising from limitations or delays imposed by law or orders of courts of competent jurisdiction.

3. This Letter of Credit shall expire on \_\_\_\_\_, 20\_\_\_, as stated hereinabove; provided, however, that we shall send notice to the City Manager by certified mail, return receipt requested, or hand-delivered courier at least 35 days prior to said Expiration Date, that this Letter of Credit is about to expire.

4. In no event shall this Letter of Credit or the obligations contained herein expire except upon the prior written notice required herein, it being expressly agreed that the above expiration date shall be extended as shall be required to comply with the prior written notice required herein.

5. No consent, acknowledgment, or approval of any kind from the Customer shall be necessary or required prior to honoring any draft presented in conformance with the terms of this Letter of Credit.

6. The aggregate amount of this Letter of Credit may be reduced only upon receipt by us of a document executed by the City Manager stating that such aggregate amount shall be reduced in an amount permitted by the City's subdivision regulations because of the satisfactory completion of all or part of the improvements required to be constructed pursuant to the Agreement or the City's general ordinances, codes, or regulations.

7. This Letter of Credit is irrevocable.

8. This Letter of Credit sets forth in full the terms of our undertaking, and such terms shall not in any way be modified, amended, limited, discharged or terminated, except by written approval signed by the undersigned and an authorized representative of Beneficiary on or before the date upon which this Letter of Credit expires.

This Letter of Credit shall be governed by and construed in accordance with the Uniform Customs and Practices for ISP 98 of the International Chamber of Commerce (the "**Uniform Customs**"). In the event of a conflict between this Letter of Credit and the Uniform Customs, this Letter of Credit shall control. This Letter of Credit shall be deemed to be a contract made under the laws of the State of Illinois, including, without limitation, Article 5 of the Uniform Commercial Code as in effect in the State of Illinois, and shall, as to matters not governed by the Uniform Customs, be governed by and construed in accordance with the laws of the State of Illinois, without regard to principles of conflicts of law.

AS USED HEREIN, THE TERM "BANKING DAY" MEANS ANY DAY OTHER THAN A SATURDAY, SUNDAY, OR A DAY ON WHICH BANKS IN THE STATE OF ILLINOIS ARE AUTHORIZED OR REQUIRED TO BE CLOSED, AND A DAY ON WHICH PAYMENTS CAN BE EFFECTED ON THE FEDWIRE SYSTEM.

\_\_\_\_\_  
[Signature of Bank Officer]

\_\_\_\_\_  
[Signature of Bank Officer]

\_\_\_\_\_  
[Officer's Title]

\_\_\_\_\_  
[Officer's Title]

**EXHIBIT 1 TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT**

**FORM OF DRAFT**

[To Be Supplied/Revised by Issuing Bank]

To: [BANK NAME, ADDRESS, AND CONTACT PERSON]

Date:

Drawn under \_\_\_\_\_ Irrevocable Standby Letter of  
Credit No. \_\_\_\_\_ Dated: \_\_\_\_\_, 202\_.

Pursuant to the attached documentation, City of Des Plaines ("**Beneficiary**") hereby demands  
that \_\_\_\_\_ pay to the order of Beneficiary the  
amount of \$\_\_\_\_\_, by wire transfer with the following instructions:

Bank Name:  
Account Number:  
ABA Routing Number:

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT 2 TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT**

To:  
Attn:

Re: Letter of Credit No. \_\_\_\_\_

Ladies and Gentlemen:

This is to advise you that Letter of Credit No. \_\_\_\_\_ dated \_\_\_\_\_, 202\_ in the amount of \$\_\_\_\_\_ will expire within 35 days or less and that \_\_\_\_\_ has failed to deliver to the City Manager evidence of a renewal of Letter of Credit No. \_\_\_\_\_.

Very truly yours,

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

**EXHIBIT 3 TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT**

To:  
Attn:

Re: Letter of Credit No. \_\_\_\_\_

Ladies and Gentlemen:

This is to advise you that all or any part of the improvements required to be constructed by the Customer (as that term is defined in the above-referenced Letter of Credit) pursuant to the Amended and Restated Development Agreement dated [INSERT], 2023 by and between the City of Des Plaines and Mylo Residential Graceland Property, LLC (the "**Agreement**") have not been constructed in accordance with the Agreement or the City's general ordinances, codes, and regulations.

Very truly yours,

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



**EXHIBIT 4 TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT**

To:  
Attn:

Re: Letter of Credit No. \_\_\_\_\_

Ladies and Gentlemen:

This is to advise you that all or any part of the costs, payments, permit fees or other fees required to be paid to the City by the Customer (as that term is defined in the above-referenced Letter of Credit) in conjunction with the redevelopment of property pursuant to the Amended and Restated Development Agreement dated [INSERT], 2023 by and between the City of Des Plaines and Mylo Residential Graceland Property, LLC (the "**Agreement**") or the City's general ordinances, codes, or regulations, have not been paid in the required time period.

Very truly yours,

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

**EXHIBIT 5 TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT**

To:  
Attn:

Re: Letter of Credit No. \_\_\_\_\_

Ladies and Gentlemen:

This is to advise you that all or any part of the maintenance, repair or restoration required to be performed by the Customer (as that term is defined in the above-referenced Letter of Credit) pursuant to the Amended and Restated Development Agreement dated [INSERT], 2023 by and between the City of Des Plaines and Mylo Residential Graceland Property, LLC (the "**Agreement**"), or the City's general ordinances, codes, and regulations, has not been performed.

Very truly yours,

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

**EXHIBIT 6 TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT**

To:  
Attn:

Re: Letter of Credit No. \_\_\_\_\_

Ladies and Gentlemen:

This is to advise you that all or any part of the undertakings of the Customer (as that term is defined in the above-referenced Letter of Credit) pursuant to the Amended and Restated Development Agreement dated [INSERT], 2023 by and between the City of Des Plaines and Mylo Residential Graceland Property, LLC (the "**Agreement**") have not been performed pursuant to and in accordance with the Agreement.

Very truly yours,

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

EXHIBIT F

**TRANSFEE ASSUMPTION AGREEMENT**

THIS TRANSFEE ASSUMPTION AGREEMENT is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, between the CITY OF DES PLAINES, an Illinois home rule municipal corporation ("**City**"), MYLO RESIDENTIAL GRACELAND PROPERTY LLC, an Illinois limited liability company ("**Developer**"), and \_\_\_\_\_, a \_\_\_\_\_ ("**Transferee**").

**WITNESSETH:**

**WHEREAS**, pursuant to that certain real estate sale contract dated \_\_\_\_\_, 20\_\_, the Transferee agreed to purchase from Developer certain real property situated in Cook County, Illinois and legally described in **Exhibit 1** attached to and, by this reference, made a part of this Agreement ("**Property**"); and

**WHEREAS**, following the conveyance of the Development Property by Developer, the Transferee will be the legal owner of the Development Property; and

**WHEREAS**, as a condition to the conveyance of the Development Property by Developer, the City and Developer require that the Transferee agree to comply with all the terms, requirements, and obligations set forth in that certain Amended and Restated Development Agreement, dated as of \_\_\_\_\_, 2023, and recorded in the office of the Cook County Clerk's Recording Division on \_\_\_\_\_, 20\_\_, as Document No. \_\_\_\_\_, by and between the City and Developer ("**Development Agreement**");

**NOW, THEREFORE**, in consideration of the agreement of Developer to convey the Development Property to the Transferee, and of the City to accept the transfer of obligations as provided herein and to grant the releases granted herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by, between, and among the City, Developer, and the Transferee as follows:

1. **Recitals.** The foregoing recitals are by this reference incorporated herein and made a part hereof as substantive provisions of this Agreement.

2. **Assumption of Obligations.** The Transferee, on its behalf and on behalf of its successors, assigns, heirs, executors, and administrators, hereby agrees, at its sole cost and expense, to comply with all of the terms, requirements, and obligations of Developer in the Development Agreement, including all exhibits and attachments, regardless of whether such terms, requirements, and obligations are to be performed and provided by, or are imposed upon, Developer or the Development Property.

3. **Payment of City Fees and Costs.** In addition to any other costs, payments, fees, charges, contributions, or dedications required by this Agreement, the Development Agreement or by applicable City codes, ordinances, resolutions, rules, or regulations, the Transferee must pay to the City, immediately upon presentation of a written demand or demands therefor, all legal, engineering, and other consulting or administrative fees, costs, and expenses incurred in connection with the negotiation, preparation, consideration, and review of this Agreement.

4. **Acknowledgment and Release of Developer.** The City hereby acknowledges its agreement to the Transferee's assumption of the obligation to comply with the terms, requirements, and obligations of Developer in the Development Agreement, including all exhibits and attachments, and the City hereby releases Developer from any personal liability for failure to comply with the terms, requirements, and obligations of Developer in the Development Agreement.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as of the day and year first written above.

ATTEST:

**CITY OF DES PLAINES**

an Illinois home rule municipal corporation

\_\_\_\_\_

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

City Clerk

Its: City Manager

**MYLO RESIDENTIAL GRACELAND  
PROPERTY, LLC**, an Illinois limited liability  
company

By: **MYLO RESIDENTIAL GRACELAND  
HOLDINGS LLC**, a Florida limited  
liability company

By: **MYLO RESIDENTIAL GRACELAND  
MANAGER LLC**, a Florida limited  
liability company

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

Joseph Z. Taylor III

Its: Manager

ATTEST:

**[TRANSFEREE],**

a \_\_\_\_\_

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

ACKNOWLEDGMENTS

STATE OF ILLINOIS )  
                                  )       SS  
COUNTY OF COOK )

        This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_, by  
\_\_\_\_\_, the City Manager of the **CITY OF DES PLAINES**, an Illinois home rule  
municipal corporation, and by \_\_\_\_\_, the City Clerk of said municipal corporation.

\_\_\_\_\_  
Signature of Notary

SEAL

\_\_\_\_\_

STATE OF ILLINOIS )  
                                          )  
COUNTY OF COOK )           SS

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ the \_\_\_\_\_ of **DEVELOPER**, a \_\_\_\_\_, and by \_\_\_\_\_, the \_\_\_\_\_ of said \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary

SEAL

\_\_\_\_\_

STATE OF ILLINOIS )  
                                          )  
COUNTY OF COOK )           SS

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ the \_\_\_\_\_ of **TRANSFeree**, and by \_\_\_\_\_, the \_\_\_\_\_ of said \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary

SEAL

**EXHIBIT 1 TO TRANSFEREE ASSUMPTION AGREEMENT**

**PROPERTY LEGAL DESCRIPTION**

[INSERT UPDATED/CONSOLIDATED DESCRIPTION]



## EXHIBIT G

### HUD RIDER TO DEVELOPMENT AGREEMENT

Notwithstanding anything to the contrary in the Agreement, from and after the date of that the Department of Housing and Urban Development (“**HUD**”) executes an initial endorsement (the “**HUD-Insured Loan Closing Date**”) of a HUD-insured mortgage loan for the construction of the Development (the “**HUD Construction Loan**”):

(i) The City confirms that is not providing any funding for the construction of the Development other than as expressly set forth in the Agreement.

(ii) No amendment to the Agreement made after the HUD-Insured Loan Closing Date shall have any force or effect until and unless HUD approves such amendment in writing.

(iii) No indemnity or guarantee obligations in the Agreement shall ever apply to HUD, whether as insurer or holder of the HUD-insured mortgage loan, owner, mortgagee-in-possession or otherwise.

(iv) No failure on the part of the Developer to comply with the HUD Construction Loan documents shall serve as a basis for the City to declare a default under the Agreement, without the express written approval of HUD. No failure of the Developer to comply with the Agreement shall constitute a default under the HUD Construction Loan documents, unless a default also arises under the HUD Construction Loan documents or related Regulatory Agreement.

(v) City shall have no liens against the Development Property as of the HUD-Insured Loan Closing Date. Compliance with and enforcement of any indemnity provisions in the Agreement will not and shall not result in any claim or lien against the Development, any asset of the Developer, the proceeds of the HUD Construction Loan, any reserve, or deposit required by HUD in connection with the HUD Construction Loan transaction or the rents or other income from the Development, other than distributable Surplus Cash as defined in the HUD Regulatory Agreement. In the event that any claims or liens arise as a result of City’s enforcement of other provisions of the Agreement, City agrees that they shall be subordinate to the HUD Construction Loan documents. The provisions of this paragraph shall not prohibit the City from pursuing action relating to its letter of credit or any guarantors of the obligations of the Developer.

(vi) In the event that HUD is a party to any such litigation, at its election, to the extent legally permitted, such action may be brought in the United States District Court for the Northern District of Illinois Eastern Division.

(vii) In the event that HUD or FHA Lender become a successor in interest to the Development, it shall not be responsible for the prior violations or obligations of Developer hereunder, including but not limited any obligation regarding development of the Development Property or the completion thereof, provided that any successor in interest, including but not limited to HUD, shall be entitled, but not obligated, to develop the Development in accordance with the building requirements set forth in Agreement. In addition, any restrictions relating to requirement to pay attorney’s fees or litigation costs shall not apply to HUD or FHA Lender but shall apply to their successors and assigns.

(viii) Any restrictions on transfer of the Development Property set forth in the Agreement shall not apply to FHA Lender or HUD and shall also not apply to the purchaser at foreclosure of

the HUD Construction Loan documents or transferee of the Development pursuant to a HUD-approved transfer of physical assets provided that such purchaser or transferee executes the Transferee Assumption Agreement.

(ix) The City agrees to execute the HUD form of lease subordination agreement with regard to the Leaseback Agreement.

(x) The City shall deliver to FHA Lender copies of any notice of default given by the City to the Developer with respect to the Agreement and, notwithstanding anything to the contrary contained herein, FHA Lender and HUD shall have the right, without any obligation, to cure any default under any of the Agreement as provided for below in this paragraph. All such notices to FHA Lender shall be sent contemporaneously with the sending of such notices to the Developer. The City will allow FHA Lender and HUD (but neither FHA Lender nor HUD will have any obligation) to cure any default occurring under the Agreement, provided such cure is effected within the following time periods:

(a) In the case of a default which can be cured by the payment of money, within ten (10) days after the later of (i) the expiration of the grace or cure period (if any) available to the Developer under the Agreement or (ii) FHA Lender's receipt of written notice of such default; and

(b) In the case of a default which cannot be cured by the payment of money, within thirty (30) days after FHA Lender's receipt of written notice of such default, provided, however, that if the nature of a default is such that it can be cured by FHA Lender but cannot be cured within the thirty (30) day period provided above or by the payment of money by FHA Lender or HUD, and if FHA Lender or HUD (i) commences efforts to effect such cure within such thirty (30) day period and thereafter diligently proceeds to take such actions as may be reasonably required to effect such cure, including any proceedings necessary to effect an Acquisition (as defined below) and (ii) provides written notice to the City within such thirty (30) day period describing what efforts it has commenced and intends to continue to effect such cure, then the thirty (30) day cure period provided above shall be extended for a period ending the earlier of (i) the date as of which FHA Lender or HUD, as applicable, shall cease the diligent pursuit of such actions as may be reasonably required to effect such cure, or (ii) the date as of which the cure of such default by FHA Lender or HUD, as applicable, shall become impossible. For purposes of this Agreement, an "**Acquisition**" shall mean the acquisition by either FHA Lender or HUD, as applicable, or its designee of fee simple title to the Development.

(c) In the case of a Personal Default (as defined below), within thirty (30) days after FHA Lender's receipt of written notice of such Personal Default, provided, however, if within such thirty (30) day period FHA Lender or HUD (i) commences efforts to exercise its right under the HUD Construction Loan documents for the purpose of acquiring title to the Development and thereafter diligently proceeds to take such actions as may be reasonably required to obtain control of the Development and (ii) provides written notice to the City describing what efforts it has commenced and intends to continue to exercise its right under the HUD Construction Loan documents for the purpose of acquiring title to the Development, then the thirty (30) day cure period provided above shall be extended for a period ending the date as of which FHA Lender or HUD, as applicable, shall cease the diligent pursuit of the exercise of its rights under the HUD Construction Loan

documents for the purpose of acquiring title to the Development. Upon such time as FHA Lender or HUD, as applicable, has obtained control of the Development pursuant to the exercise its rights and remedies with respect to the HUD Construction Loan documents, all outstanding Personal Defaults shall be deemed cured.

For purposes of this Agreement, a "**Personal Default**" under the Agreement shall mean a default of a non-economic nature relating to a breach of a covenant or default provision contained in the Agreement regarding the constituent ownership of the Development and such similar matters which is not capable of being cured by FHA Lender or HUD without exercising its rights under the HUD Construction Loan documents for the purpose of acquiring title to the Development. It is understood and agreed that whether an event of default under the Agreement is of a nature that it constitutes a Personal Default is subject to interpretation of the circumstances surrounding the event of default and the parties hereto agree that the City shall determine in its reasonable discretion whether any event of default under the Agreement is of a nature that it constitutes a Personal Default. Personal Defaults shall not include, without limitation, any default which (i) can be cured by the payment of money to the City or to any other entity whether relating to any labor, materials, goods, services, expense or any other matter necessary or desirable for the development, construction or operation of the Development or improvements located thereon, (ii) relates to the failure of the Developer to satisfy any covenants of the Agreement which may require that the Development or improvements located thereon be completed pursuant to a certain schedule, (iii) relates to any representation or warranty made by the Developer in the Agreement, (iv) relates to any covenant violation concerning the development or construction of the Development or improvements located thereon, or (v) is capable of being cured by FHA Lender or HUD without exercising its rights under the HUD Construction Loan documents for the purpose of acquiring title to the Development. The City agrees not to initiate any judicial, quasi-judicial or similar remedies under the Agreement, unless and until FHA Lender or HUD, as applicable, fails to cure or cause to be cured such defaults within the time periods provided in this paragraph.



COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: August 25, 2023

To: Michael G. Bartholomew, City Manager

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

Cc: Peter Friedman, Elrod Friedman, General Counsel for City of Des Plaines  
Stewart Weiss, Partner, Elrod Friedman, General Counsel for City of Des Plaines  
Megan Cawley, Attorney, Elrod Friedman, General Counsel for City of Des Plaines

Subject: Resolution Approving a Second Amendment to the Purchase and Sale Agreement for 1332 Webford Avenue to Waive Certain Post-Closing Conditions  
(Related to Graceland-Webford Mixed-Use Development)

**Issue:** Mylo Residential Graceland Property, LLC (formerly 622 Graceland Apartments, LLC; Joe Taylor of Compasspoint Development as Manager) has acquired the property at 1332 Webford Avenue (“Subject Property”), which was a City-owned public parking lot. The City Council approved this sale through Ordinance M-22-22 on September 6, 2022, and the PSA was executed October 7, 2022. The Council then approved a First Amendment to this PSA on July 17, 2023, and the property transferred for a sale price of \$10. However, the transfer resulted in multiple post-closing conditions, notably that the Purchaser (Developer) must also acquire other contiguous property – 622 Graceland-1368 Webford (the Journal and Topics site) and 1330 Webford (The Dance Building site) – by October 31, 2023. If the Developer fails to meet the conditions, the City will receive \$60,000 in earnest money from Chicago Title, and a reverter deed provision will become effective, allowing the City to reclaim title to 1332 Webford.

The City received a request (attached) from counsel for the Developer to be relieved from having to acquire and redevelop the 1330 Webford parcel in the post-closing conditions. In exchange, they are offering the City \$300,000 (less the \$10 in consideration previously provided) as total consideration, as well as agreeing to pay all City building permit fees and a revised parkland obligation/fee-in-lieu-of as required under the Subdivision Regulations. The changes to building permit fee terms and parkland fee-in-lieu terms are expressed in an Amended and Restated Development Agreement, which the Council is considering through a separate item.

**Analysis:** 1332 Webford is a 13,500-square-foot property directly west of the 622 Graceland Avenue-1368 Webford property and east of The Dance Building, a mixed-use commercial-residential building at 1330 Webford. The Developer’s proposed larger mixed-use development (the “Graceland-Webford project”) would consist of 131 residential units, approximately 2,800 square feet of restaurant-lounge/commercial space, and a parking garage that would contain 179 spaces. Of these 179 spaces, 25 would be allocated for

public use, intended to partially replace the 38 spaces formerly at 1332 Webford. The remaining 154 would fulfill the off-street parking requirements of the Zoning Ordinance for the residential units (137 spaces) and proposed restaurant-lounge (17 spaces).

The Graceland-Webford project required a zoning map amendment (rezoning) from the C-3 General Commercial District to the C-5 Central Business District. The City Council approved the rezoning on August 1, 2022 (Ordinance Z-23-22). This approving ordinance was made effective on July 31, 2023, upon the real estate closing for 1332 Webford. Through the Amended and Restated Development Agreement and as contemplated by both Ordinance Z-23-22 (zoning approval) and the original PSA, the Purchaser would not object to a rezoning from the current C-5 Central Business District to the prior C-3 General Commercial if, even upon completion of all land acquisition, the Purchaser does not fulfill other benchmarks in the Development Permitting and Construction Schedule. The Developer proposes moving back these benchmarks three months in the schedule, which is part of the Council’s separate consideration of R-164-23. Further, all references to and requirements related to 1330 Webford would be removed from the Amended and Restated Development Agreement. Attachment 1 explains the Developer’s rationale.

The following key terms are not proposed to change:

- The developer must acquire the Journal and Topics property prior to October 31, 2023, or will forfeit \$60,000 in earnest money to the City and trigger the reverter provision; and
- The Amended and Restated Development Agreement contains exhibits to ensure the development is “constructed, maintained, and operated in accordance with plans approved” by the City.

**City Council Action:** If the Council wishes to waive post-closing conditions on the terms proposed by the Developer, it may vote to approve Resolution R-165-23, which is attached.

**Attachments**

Attachment 1: Written request to City Manager from counsel for Purchaser

Attachment 2: Executed PSA for 1332 Webford

Attachment 3: Executed First Amendment to PSA for 1332 Webford

**Resolution R-165-23**

**Exhibits**

Exhibit A: Second Amendment to Purchase and Sale Agreement

**Bernard I. Citron**  
312 580 2209 direct  
[bcitron@thompsoncoburn.com](mailto:bcitron@thompsoncoburn.com)

August 17, 2023

**VIA EMAIL ([mbartholomew@desplaines.org](mailto:mbartholomew@desplaines.org))**

Mr. Michael Bartholomew  
City Manager  
City of Des Plaines  
1420 Miner Street  
Des Plaines IL 60016

**RE: Mylo Project - 622 Graceland Avenue (the “Project”)-Request for Amendment to Development Agreement between the City of Des Plaines and Mylo Residential Graceland Property LLC dated as of April 18<sup>th</sup>, 2023 (the “Agreement”)**

Dear Mr. Bartholomew:

Mylo Residential Graceland Property LLC (“Mylo”), through its manager Joe Taylor, is requesting that it be provided the opportunity to appear before the City Council on August 21, 2023 to present the attached proposed amendment to the Agreement.

Specifically, Mylo is seeking to remove its obligation set forth in the Agreement to purchase the property located at 1330 Webford Avenue, Des Plaines, IL (the “1330 Property”). The 1330 Property was made part of the Project approvals solely for the construction of a public park that was to be retained and maintained by Mylo. The seller of the 1330 Property demanded a \$1 Million purchase price for the 1330 Property despite it having recently been purchased for \$400,000.00.

As a result of the financial hardship imposed on the Project by the high purchase price of the 1330 Property, the City agreed, at Mylo’s request, to certain concessions, which are as follows: (1) the City reduced the purchase price of the City property that is part of the Project from \$300,000.00 to \$10.00; (2) the City agreed to waive any in-house building permit fees; and (3) the City agreed to waive a portion of the park district impact fees.

As you are aware, Mylo recently sought to extend the closing date on the 1330 Property. On July 17, 2023, the City Council agreed to amend the Purchase and Sale Agreement for the City parcel to allow Mylo to close on the non-City owned parcels later than the closing for the City parcel. Despite Mylo’s best efforts, the seller of the 1330 Property did not agree to an extension nor was he ready to close on the original date set forth in that agreement. We have not been able to come to an agreement with the seller of the 1330 Property relating to the extension of the closing date for purchase and sale of the 1330 Property.

Mylo continues to be committed to completion of the Project, but due to the failure on the part of the seller of the 1330 Property to cooperate on an agreeable closing date based upon reasonable commercial terms, Mylo is seeking to amend the Agreement as follows:

Mr. Michael Bartholomew  
City Manager  
City of Des Plaines  
August 17, 2023

1. Eliminate the requirements that Mylo purchase the 1330 Property and develop it as a publicly accessible park;
2. Provide that Mylo pay to the City the prior agreed-upon purchase price of the City property of \$300,000.00; and
3. Pay all required Building Permit fees as set forth in the Code.
4. Commitment to pay an amended parkland fee in lieu to be approved by the City Council at a later date.

As you know, Mylo closed on the purchase of the City property on July 31, 2023. Mylo has entered into an extension of closing date of the 622 Graceland/1368 Webford property to no later than October 31, 2023. We are confident that we will obtain the necessary financing to close on the remaining parcel and be able to move forward with the construction of the Project.

We appreciate your attention to this request. Please let me know if you need any additional information.

Very truly yours,  
Thompson Coburn LLP



By:  
Bernard I. Citron

BIC/mu

cc: Joe Taylor (via [email jztaylor@compasspointdevelopment.com](mailto:jztaylor@compasspointdevelopment.com));  
Stewart Weiss (via email [Stewart.Weiss@ElrodFriedman.com](mailto:Stewart.Weiss@ElrodFriedman.com));  
Peter Friedman (via email [Peter.Friedman@ElrodFriedman.com](mailto:Peter.Friedman@ElrodFriedman.com));  
John Carlisle (via [email jcarlisle@desplaines.org](mailto:jcarlisle@desplaines.org));  
Gary Plotnick (via [email gplotnick@thompsoncoburn.com](mailto:gplotnick@thompsoncoburn.com))

## REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("**Agreement**") is made and entered into as of October 7, 2022 (the "**Effective Date**") by and between the CITY OF DES PLAINES, an Illinois home-rule municipal corporation ("**Seller**"), and 622 GRACELAND APARTMENTS LLC, an Illinois limited liability company ("**Purchaser**"). In consideration of the recitals and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser (collectively, the "**Parties**") agree as follows:

### Section 1. Recitals.

A. Seller currently owns fee simple title to that certain real property consisting of approximately 0.3100 acres commonly known as 1332 Webford Avenue, Des Plaines, Illinois, 60016 which is legally described on **Exhibit A** attached hereto ("**Property**").

B. Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, the Property.

C. On September 6, 2022, the City Council of the City of Des Plaines approved Ordinance No. M-22-22 preliminarily authorizing Seller's sale and the redevelopment of the Property.

D. Purchaser desires to acquire the Property for the purpose of redeveloping it, together with the adjacent properties commonly known as 1368 Webford Avenue and 622 Graceland Avenue, Des Plaines, Illinois 60016 (collectively the "**Assembly Parcels**") as a multi-family apartment building with commercial and amenity space on the lower floors, as well as a 179-space covered parking garage (collectively the "**Redevelopment**") in accordance with a redevelopment agreement to be negotiated between the Parties ("**Redevelopment Agreement**"). Such Redevelopment Agreement will require that the Assembly Parcels be constructed, maintained, and operated in accordance with plans approved by Seller and will be a covenant upon the Assembly Parcels.

E. Purchaser also agrees that, as a condition of and prior to or simultaneous with closing on the Property, Purchaser will, at its sole cost and expense, acquire fee simple title to the parcel located directly to the west of the Property, commonly known as 1330 Webford Avenue and corresponding to the P.I.N. 09-17-306-039 ("**Adjacent Parcel**") and will, as a condition of and prior to or simultaneous with the closing on the Property, covenant to (i) demolish all existing structures and improvements on the Adjacent Parcel at Purchaser's sole cost and expense; (ii) install or construct such improvements and landscaping as the City may direct to allow use of the Adjacent Parcel as recreational open space; (iii) record a permanent and perpetual easement on the Adjacent Parcel requiring that it be maintained as public open space; and (iv) maintain the Adjacent Parcel and the recreational improvements installed on the Adjacent Parcel in perpetuity, including paying such real estate taxes as may be levied on the Adjacent Parcel, all in the manner set forth in the Redevelopment Agreement and in a restrictive covenant attached as an exhibit to the Redevelopment Agreement to be recorded against the Property and the Assembly Parcels providing that these requirements will run with and bind all future owners of the Property, the Assembly Parcels and the Adjacent Parcels.

F. Purchaser agrees it will, as more fully specified in the Redevelopment Agreement, maintain within the Redevelopment, in perpetuity, or until released by Seller, a



minimum of 25 parking spaces, of which two spaces will be designated disabled parking spaces, for the use and benefit of the general public ("**Public Parking Spaces**"). Purchaser will prohibit residents of the Redevelopment from using the Public Parking Spaces as long-term unit parking. Purchaser will also release Seller from any future responsibility for administration, maintenance, enforcement, or sharing in any costs related to these Public Parking Spaces. Purchaser agrees, on behalf of all future assigns, heirs, or transferees, that no fee may be charged to the general public for use of the Public Parking Spaces, unless specifically authorized by the City Council of the City of Des Plaines by resolution duly adopted.

G. Purchaser further agrees to include an approximately 3,400 square foot landscaped passive use area just north of the public sidewalk on the Webford Avenue frontage of the Redevelopment ("**Open Space Area**"), which will be reserved for such use via an easement or covenant on the Plat of Subdivision for the Subject Property.

H. The Parties agree that an Operation and Reciprocal Easement Agreement ("**OREA**") will be drafted and executed by Purchaser in a form acceptable to Seller's General Counsel, and will be recorded against the Property and the Assembly Parcels at the time of the approval of the Final Plat of Subdivision/Consolidation or the Closing whichever is later. The OREA will memorialize the Developer's, or its successor's, long-term operational obligations as set forth in the Redevelopment Agreement, including all obligations related to the Public Parking Spaces and the Open Space Area.

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

**Section 3. Purchase and Sale; Purchase Price.**

A. **Purchase Price.** In consideration of the covenants and conditions contained in this Agreement and the Redevelopment Agreement, including specifically, but without limitation, Purchaser's obligation, at its sole cost and expense, to acquire fee simple title to the Adjacent Parcel prior to or simultaneous with the closing on the Property, Seller shall sell the Property to Purchaser, and Purchaser shall purchase the Property from Seller, subject to the terms of this Agreement and the Redevelopment Agreement. The purchase price for the Property is \$10.00 ("**Purchase Price**").

B. **Earnest Money.** Purchaser will deliver \$60,000.00 ("**Earnest Money**") to Chicago Title Insurance Company ("**Title Company**"), [c/o Ruby Rodriguez, 10 S. LaSalle St., Suite 3100 Chicago, Illinois, 60603, Tel: 312-223-2125, Cell: 312-489-9210, email: Ruby.rodriquez@ctt.com referencing Order No. CCHI2104614LD as escrowee] ("**Escrowee**"), by the wire of immediate available funds the Earnest Money. Seller will cooperate with Purchaser in the funding of the Earnest Money with the Escrowee. Escrowee will hold the Earnest Money pursuant to the form strict joint order escrow agreement then in use by the Escrowee with such changes as may be necessary to conform to this Agreement.

C. **Balance of Purchase Price.** Purchaser shall pay the Purchase Price, less the Earnest Money, provided Purchaser has instructed the Escrowee to release the Earnest Money to Seller, plus or minus proration, credits, and adjustments as provided in this Agreement, at the Closing through a Closing Escrow (defined in Section 8 below) by wire transfer in accordance with wire instructions proved by the Title Company.

D. **Interest on Earnest Money.** Purchaser will pay any fee charged by the Escrowee for placement of the Earnest Money in an interest-bearing account and will sign such

documents as required by Escrowee. Any interest earned on the Earnest Money shall be credited to Purchaser at the Closing. Purchaser may decline to hold the Earnest Money in an interest-bearing account.

**Section 4. Parties' Preliminary Obligations and Rights.**

A. **Seller's Deliveries.** Purchaser acknowledges receipt of copies of all of the following documents: (i) Title Commitment for the Property issued by the Title Company dated June 25, 2021 and identified as Order No. CCHI2104614LD ("**Title Commitment**"); and (ii) survey by Haeger Engineering dated August 5, 2021 (collectively "**Seller's Deliveries**").

B. **Title Commitment.** Seller has obtained a preliminary commitment from the Title Company to issue to Purchaser at Closing an ALTA Owner's Title Insurance Policy (i) in the amount of the Purchase Price, (ii) with an extended coverage endorsement over all standard exceptions, (iii) insuring good, marketable, and insurable title to the Property, and (iv) with coverage over any "gap" period, all subject only to the Permitted Exceptions (defined in Section 5.B (ii)) (the "**Title Policy**"). Purchaser shall pay the cost for the Title Policy with an extended coverage endorsement over standard exceptions and for any other endorsements it requests.

C. **Surveys and Plats.**

(i) **ALTA/NSPS Survey.** Seller has obtained an ALTA/NSPS standard survey of the Property, that (a) is prepared by Haeger Engineering, (b) will be certified in favor of Seller, Purchaser and the Title Company, (c) complies with all requirements of the Title Company that are conditions to the removal of the survey exception from the standard printed exceptions in the Title Commitment, and (d) contains a certification as to the total acreage of the Property. Purchaser shall pay the cost for the ALTA/NSPS Survey.

(ii) **Plat of Subdivision/Consolidation.** Purchaser will provide to Seller no later than 60 days after the Effective Date a Tentative Plat of Subdivision/Consolidation of the Property and the Assembly Parcels. Purchaser will provide Seller, no later than 180 days after the Effective Date, with a Final Plat of Subdivision/Consolidation that complies with the requirements of the subdivision regulations of Seller ("**Subdivision Regulations**") and includes accurate depictions of:

(a) the Property and the Assembly Parcels; and

(b) all other elements required by the Subdivision Regulations and the Illinois Plat Act (765 ILCS 205/0.01 *et seq.*)

("Plat of Subdivision/Consolidation"). Purchaser will deliver the Final Plat of Subdivision/Consolidation to Seller within 180 days from the Effective Date, Purchaser will submit any documents necessary for the approval of the Final Plat of Subdivision/Consolidation by Seller. Purchaser will pay all costs associated with both the Tentative and the Final Plat of Subdivision/Consolidation. Nothing in this Section 4.C prohibits or limits Purchaser's ability to submit a combined Tentative and Final Plat of Subdivision/Consolidation for the Property.

D. **Environmental Assessment.** Beginning on the Effective Date, Purchaser may cause to be performed one or more (i) environmental assessments, reviews, or audits, including without limitation a Phase I site assessment, of or related to the Property, and (ii) other investigations or analyses concerning the environmental and physical condition of the Property (collectively, the “**Environmental Assessments**”). At Seller’s request, Purchaser shall provide a copy of any completed Environmental Assessment to Seller.

**Section 5. Due Diligence Period.**

A. **Period and License.** During the period that begins on the Effective Date and ends on the one hundred eightieth (180<sup>th</sup>) day after the Effective Date (“**Due Diligence Period**”), Purchaser may conduct such investigations, inspections, reviews, and analyses of or with respect to the Property as Purchaser desires (“**Due Diligence Activities**”). The Due Diligence Activities may include, without limitation, reviews of Seller’s Deliveries, and the Environmental Assessments. Seller hereby grants to Purchaser a license during the Due Diligence Period, for the use of Purchaser and its agents and contractors, to conduct Due Diligence Activities on the Property at any time upon 1 day’s prior notice to Seller.

B. **Review of Title Commitments and Surveys.**

The Parties agree that the review of the Title Commitment attached as **Exhibit C** and the Survey have been completed.

(i) **Identification of Unpermitted Exceptions and Commitment to Cure.** Seller commits to cure exceptions N, B, A, I, and K, in the Title Commitment (“Unpermitted Exceptions”), provided, however, that if the unpermitted Exceptions, including the Must Cure Exceptions as identified below, exceed \$50,000 to cure or insure over, Seller shall have the additional option of terminating this Agreement and the Redevelopment Agreement with no further obligation to Purchaser. The following are Unpermitted Exceptions, that Seller must cure, and not merely insure over, prior to or at the Closing, and that Seller will be deemed to commit to cure in the Commitment to Clear Exceptions, (collectively, the “**Must Cure Exceptions**”): (i) each mechanics’, materialmen’s, repairmen’s, contractors’ or other similar lien that encumbers the Premises, unless the lien arises from the acts of Purchaser, (ii) each mortgage, security deed, and other security instrument that encumbers the Premises unless arising from the acts of Purchaser, and (iii) any past due Real Estate Taxes (defined in Section 8.F) applicable to the Premises.

(ii) **Permitted Exceptions.** The following exceptions identified in the Title Commitment are Permitted Exceptions (“**Permitted Exceptions**”):

Schedule B Part 1: Purchaser will comply with Exceptions 1, 2, 3, 4, 5, 6, 7, and 8.

Schedule B Part 2: Seller and Purchaser will cooperate to ensure

that General Exceptions 1, 2, 3, 4, 5, 6, and 7 and E 18 are waived at the Closing, except that the encroachments and easements, as shown on the ALTA/NSPS Survey and identified as Exception Q and M will remain. Purchaser will comply with Exceptions C, D, H, O, and R. Seller will comply with Exception C-8.

Purchaser accepts as Permitted Exceptions the following:

Exceptions G, M and Q and zoning and building ordinances/laws; any requirements by the Metropolitan Water and Reclamation District and all land use regulations that apply to the Property, the lien of taxes not yet due and payable and the standard exclusions and exceptions coverage in the jacket of the Title Policy (except for the general exception 1 through 5 noticed in the Title Commitment) and any encroachment, encumbrance or adverse circumstance affecting the title that is disclosed by the survey or required by the Title Company due to the identification of Purchaser and under Exceptions H.

**C. Review of Environmental Assessments; Environmental Work.**

- (i) **Remediation Notice.** If Purchaser determines through its review of an Environmental Assessment, that there exists within the Property a condition that (a) may require environmental clean-up, remediation, or (in the case of underground and above ground storage tanks (collectively, "**Storage Tanks**") removal, and (b) was caused by Seller or is confined solely to the Property and did not migrate from an adjacent property and (c) may adversely affect Purchaser's intended redevelopment of the Property (an "**Environmental Condition**"), then, before the end of the Due Diligence Period, Purchaser may send Seller either (a) a written notice terminating this Agreement, in which event neither party shall have any further liability to the other and the Earnest Money will be released to Purchaser or (b) a written notice describing all clean-up work, remediation work, and removal of Storage Tanks that is required with respect to the Property (collectively, the "**Environmental Work**") in reasonable detail and requesting that Seller provide Purchaser with a credit at Closing (the "**Remediation Credit**") for the costs and expenses of the Environmental Work (a "**Remediation Notice**"); provided, however, that if the cost of the Environmental Work is projected to exceed \$10,000, Seller shall have the additional option of terminating this Agreement with no further obligation to Purchaser.
- (ii) **Seller's Obligation to Re Remediation Notice Response.** With respect to a Remediation Notice timely submitted during the Due Diligence Period, then within 10 business days after receiving the Remediation Notice, Seller shall provide Purchaser with a written notice (a "**Remediation Notice Response**") stating whether Seller (a) will provide a Remediation Credit at the Closing or (b) declines to provide the Remediation Credit at, the Closing. If Seller does not timely provide a Remediation Notice Response, it will be deemed to have declined to

provide a Remediation Credit. If Seller declines to provide the requested Remediation Credit, then Purchaser may terminate this Agreement.

**D. Restoration and Insurance and Indemnity.**

- (i) **Restoration.** If Due Diligence Activity damages the Property, Purchaser shall restore the Property to a condition that is substantially the same as its condition prior to the performance of such Due Diligence Activity.
- (ii) **Insurance.** Purchaser agrees that it will cause it and any person accessing the Property hereunder to be covered by not less than \$2,000,000 commercial general liability insurance (with, in the case of Purchaser's coverage, a contractual liability endorsement, insuring its indemnity obligation under this Agreement), insuring all activity and conduct of such person while exercising such right of access and naming Seller as an insured, issued by a licensed insurance company qualified to do business in Illinois and otherwise reasonably acceptable to Seller.
- (iii) **Indemnity.** Purchaser agrees to indemnify, defend and hold harmless Seller and its officials, employees, contractors, and agents from any loss, injury, damage, cause of action, liability, claim, lien, cost or expense, including reasonable attorneys' fees and costs, caused directly, or indirectly by any act or omission of Purchaser or its employees, agents, representatives, contractors or consultants conducting this Due Diligence. The indemnity in this Section 5.D (iii) shall survive the Closing or any termination of this Agreement.

**E. Purchaser's Right to Terminate.** Purchaser has the right to terminate this agreement in its sole discretion by or before the end of the Due Diligence Period. In the event of a termination pursuant to this Section 5.E neither party shall have any claims or obligation under this Agreement, except for those rights, liability and obligations that expressly survive the termination of this Agreement, including , but not limited to, Purchaser's obligations to restore the Property pursuant to Section 5D, Purchaser's obligations to pay Seller's costs and fees pursuant to that Escrow Agreement dated November 3, 2021 ("**Escrow Agreement**") and the Redevelopment Agreement. The Earnest Money will be returned to Purchaser less any funds due to Seller under this Agreement, the Escrow Agreement or the Redevelopment Agreement.

**Section 6. Representations and Warranties.**

**A. Seller's Representations and Warranties.** The matters set forth in this Section 6.A constitute representations and warranties by Seller which are now and (subject to matters contained in any notice given pursuant to the next succeeding sentence) shall, in all material respects, at the Closing be true and correct. As soon as reasonably practicable after Seller obtains actual knowledge of any material inaccuracy of any of the representations and warranties contained in this Agreement, Seller shall notify Purchaser in writing (which notice shall include copies of the instrument, correspondence, or document, if any, upon which Seller's notice is based) (a "**Correction Notice**") of such material inaccuracy of any of Seller's representations and warranties set forth in this Agreement. If Purchaser receives any Correction Notice after expiration of the Due Diligence Period, Purchaser shall have a period of five (5) business days after receipt of such Correction Notice during which, in Purchaser's sole

discretion, Purchaser may terminate this Agreement by written notice to Seller, whereupon the Earnest Money and accrued interest thereon, if any, less and of Seller's costs and fees under the Escrow Agreement, if any, shall promptly be returned to Purchaser. As used in this Agreement, the phrase "to the extent of Seller's actual knowledge" shall mean the actual knowledge of the City Manager of the City of Des Plaines. There shall be no duty imposed or implied to investigate, inquire, inspect, or audit any such matters, and there shall be no personal liability on the part of such person. To the extent Purchaser has or acquires actual knowledge prior to the expiration of the Due Diligence Period that these representations and warranties are inaccurate, untrue or incorrect in any way, such representations and warranties shall be deemed modified to reflect Purchaser's knowledge or deemed knowledge. Seller represents and warrants to Purchaser that as of the date hereof and as of the date of the Closing:

- (i) it has, or will have as of the date of Closing, the authority under statute and with the approval of its Corporate Authorities, to sell the Property to Purchaser;
- (ii) it has not entered into any agreements or granted any options pursuant to which any third party has the right to acquire all or any portion of the Property or any interest therein;
- (iii) there will not be at the Closing, any leases, tenancies, licenses, franchises, options or rights of occupancy or purchase, which will be binding upon Purchaser or the Property after the Closing except if entered into between the Parties;
- (iv) the Property is not affected by or subject to: (a) any pending or, to the best of its knowledge, threatened condemnation suits or similar proceedings or (b) other pending or, to the best of its knowledge, threatened claims, by or before any administrative agency or court;
- (v) to the best of its knowledge, there are no pending, scheduled, or noticed, requests, applications or proceedings to alter or restrict the zoning applicable to the Property beyond those contemplated by Purchaser necessary to construct and operate the Redevelopment;
- (vi) it is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986; and

**B. Purchaser's Representations and Warranties.** The matters set forth in this Section 6.B constitute representations and warranties by Purchaser which are now and shall, at the Closing, be true and correct. Purchaser represents and warrants to Seller that as of the date hereof and as of the date of the Closing:

- (i) Purchaser has the legal power, right and authority to enter into this Agreement and to consummate the transactions contemplated hereby.
- (ii) The consummation of this transaction shall constitute Purchaser's acknowledgment that it has independently inspected and investigated the Property and has made and entered into this Agreement based upon such inspection and investigation and its own examination of the condition of the Property.

- (iii) Purchaser is experienced in and knowledgeable about the ownership, development and management of real estate, and it has relied and will rely exclusively on its own consultants, advisors, counsel, employees, agents, principals and/or studies, investigations and/or inspections with respect to the Property, its condition, value and potential. Purchaser agrees that, notwithstanding the fact that it has received certain information from Seller or its agents or consultants, Purchaser has relied solely upon and will continue to rely solely upon its own analysis and will not rely on any information provided by Seller or its agents or consultants, except as expressly set forth in Section 6.A.
- (iv) Purchaser has the financial ability and resources to perform under this Agreement and the Redevelopment Agreement.
- (v) Thirty (30) days prior to the Closing Date (as defined in Section 8.B (i)), Purchaser will provide to Seller a non-conditional commitment for financing adequate to complete the redevelopment of the Property pursuant to the Redevelopment Agreement.

**C. No Other Warranties and Representations.** Except as specifically set forth in this Agreement, Seller has not made, does not make and has not authorized anyone to make, any warranty or representation as to any written materials delivered to Purchaser, the persons preparing such materials, the truth, accuracy or completeness of such materials, the present or future physical condition, development potential, zoning, building or land use law or compliance therewith, the operation, income generated by, or any other matter or thing affecting or relating to the Property or any matter or thing pertaining to this Agreement. Purchaser expressly acknowledges that no such warranty or representation has been made and that Purchaser is not relying on any warranty or representation whatsoever other than as is expressly set forth in this Agreement or in the documents delivered by Seller pursuant to Section 4.A. Purchaser shall accept the Property "as is" and in its condition on the date of Closing subject only to the express provisions of this Agreement and hereby acknowledges and agrees that except as otherwise set forth in this Agreement or the documents to be delivered pursuant to Section 4.A, **SELLER HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, FUTURE OR OTHERWISE, OF, AS TO, CONCERNING OR WITH RESPECT TO, THE PROPERTY.**

- (i) **No Environmental Representations.** Seller makes no representations or warranties as to whether the Property contains asbestos, radon or any hazardous materials or harmful or toxic substances, or pertaining to the extent, location or nature of same, if any. Further, to the extent that Seller has provided to Purchaser information from any inspection, engineering or environmental reports concerning asbestos, radon or any hazardous materials or harmful or toxic substances, Seller makes no representations or warranties with respect to the accuracy or completeness, methodology of preparation or otherwise concerning the contents of such reports.
- (ii) **Release of Claims.** Subject to the express provisions hereof, Purchaser acknowledges and agrees that Seller makes no representation or warranty as to, and Purchaser, for itself, its successors and assigns, waives and releases Seller from any present or future claims, at law or in

equity, whether known or unknown, foreseeable or otherwise, arising from or relating to, the Property, this Agreement or the transactions contemplated hereby, including without limitation the presence or alleged presence of asbestos, radon or any hazardous materials or harmful or toxic substances in, on, under or about the Property, including without limitation any claims under or on account of (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as the same may have been or may be amended from time to time, and similar state statutes, and any regulations promulgated thereunder, (ii) any other federal, state or local law, ordinance, rule or regulation, now or hereafter in effect, that deals with or otherwise in any manner relates to, environmental matters of any kind, (iii) this Agreement, or (iv) the common law. Purchaser hereby specifically acknowledges that Purchaser has carefully reviewed this Section 6 and has discussed its import with legal counsel and that the provisions of this Section 6 are a material part of this Agreement. This Section 6 shall survive the Closing forever.

**Section 7. Covenants and Agreements.**

**A. Seller's Covenants and Agreements.** Seller covenants and agrees with Purchaser that:

- (i) Seller shall not make, enter into, grant, amend, extend, renew or grant any waiver or consent under any lease, tenancy, easement, license or other agreement allowing the use or occupancy after the Closing of all or any portion of the Property, without Purchaser's prior written consent.
- (ii) Seller shall not enter into or amend any contracts, agreements or undertakings that will be binding upon Purchaser or the Property after the Closing, without Purchaser's prior written consent.
- (iii) Seller shall not create, or allow the creation of, any encumbrance on the title of the Property, without Purchaser's prior written consent (except for any Permitted Exceptions).
- (iv) Seller shall not take any action, directly or indirectly, to encourage, initiate, or engage or participate in discussions or negotiations with any third party concerning a potential sale of all or any portion of, or any interest in, the Property.
- (v) Seller shall promptly inform Purchaser of any developments which would cause any of its representations or warranties contained in this Agreement to be no longer materially accurate.

**B. Purchaser's Covenants and Agreements.** Purchaser covenants and agrees with Seller that:

- (i) Purchaser shall not take any action, directly or indirectly, to encourage, initiate, or engage or participate in discussions or negotiations with any third party concerning a potential sale of all or any portion of, or any interest in, the Property, except as allowed by the Redevelopment



Agreement.

- (ii) Purchaser shall promptly inform Seller of any developments which would cause any of its representations or warranties contained in this Agreement to be no longer materially accurate.
- (iii) Purchaser will use its best efforts to complete all of its requirements under this Agreement and the Redevelopment Agreement on a timely basis.
- (iv) Purchaser will take any and all actions necessary to obtain financing for it to perform its obligations under this Agreement and the Redevelopment Agreement.
- (v) Purchaser will not object to the repeal of Des Plaines Ordinance No. Z-23-22 and/or the rezoning of the Assembly Parcels to the C-3 District in the event that Purchaser, or its successors in interest to the Assembly Parcels, abandon the Redevelopment prior to acquiring the Property or applying for building permits for the Redevelopment and shall execute and deliver to Seller a legal instrument acceptable to Seller's General Counsel memorializing this obligation ("**Rezoning Covenant**") prior to closing.

**C. Conditions Precedent to Closing.**

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

- (i) all of Seller's representation and warranties contained in this Agreement must be materially true and correct as of the Closing Date,
- (ii) Seller must have timely performed all of its obligations under this Agreement,
- (iii) all Conditions precedent to Purchaser's obligation to close on the transaction contemplated in this Agreement must have been satisfied or waived as of the Closing Date,
- (iv) Seller must have delivered all items required to be delivered by Seller pursuant to Section 8.C including the Rezoning Covenant,
- (v) the Title Company is committed to issuing the Title Policy, subject only to Permitted Exceptions and any requirements Purchaser must meet for issuance of the Title Policy, and
- (vi) any and all lease or tenancies of any kind have been terminated and all service contracts have been terminated as of the Closing Date,

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

- (vii) All of Purchaser's representation and warranties contained in this Agreement must be materially true and correct as of the Closing Date,
- (viii) Purchaser must have timely performed all of its obligations under this Agreement,
- (ix) all Conditions precedent to Seller's obligation to close on the transaction

contemplated in this Agreement must have been satisfied or waived as of the Closing Date,

(x) Purchaser must have delivered all items required to be delivered by Purchaser pursuant to Section 8.B (iv) and Section 8.D.C,

(xi) Purchaser has complied with all requirements of the Title Company for it to issue its Title Policy, and

Purchaser may inspect the Property within twenty-four (24) hours prior to the Closing Date to determine whether the Closing Contingencies have been satisfied. If a Closing Contingency is not satisfied because of a default by the other party, the non-defaulting party will have all of its rights under Section 12.E of this Agreement.

## **Section 8. Closing.**

A. **Conveyance and Possession.** Seller shall convey title to Purchaser to the Property by delivery of a Quit Claim Deed with Deed Restriction ("***Seller's Deed***"). Seller shall cause Seller's Deed to be in recordable form, subject to Permitted Exceptions. Seller shall deliver possession of the Property to Purchaser upon the Closing.

### **B. Time, Place; Closing Escrow.**

(i) **Time.** The Closing will occur (i) no later than the 30<sup>th</sup> day following the later of (a) the expiration of the Due Diligence Period; and (b) ten (10) business days after the City Council of the City of Des Plaines's approval of the Final Plat of Subdivision/Consolidation and Redevelopment Agreement, Seller's approval of all final Engineering Drawings, and the License Agreement and the OREA or (ii) on another date mutually agreed to in writing by the Parties (the "***Closing Date***").

(ii) **Place.** The Closing will be at the office of the Title Company at [500 Skokie Blvd Suite 290 Northbrook, Illinois]. The Parties need not physically attend a Closing.

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

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

(i) evidence reasonably satisfactory to the Title Company of the authority of Seller to consummate the Closing, to the extent such authority is not apparent in the documents recorded when Seller acquired title to the Property,

(ii) Seller's Deed and other instruments of transfer and conveyance transferring the Property, free of all liens other than the Permitted Exceptions,

- (iii) to the extent required by the Title Company, a “gap” undertaking in customary form and substance for the “gap” period” through the applicable Closing Date or the date of recording, as the case may be,
- (iv) a current form of ALTA Statement (including a statement there is no Property Manager) in customary form and substance as required by the Title Company,
- (v) a counterpart to the closing statement,
- (vi) real estate transfer declarations or exemptions required by Applicable Laws (as defined in Section 12.D (ii)),
- (vii) all other documents, certificates, forms and agreements required by this Agreement or Applicable Law or customarily required by the Title Company, in order to close the transaction, including any instrument, assurance or deposit required for the Title Company to insure over Unpermitted Exceptions in such form, terms, conditions and amount as may be required by the Title Company,
- (viii) a non-foreign affidavit under Section 1445 of the Internal Revenue Code,
- (ix) Certified copies of the ordinance/resolution, authorizing this conveyance of the Property, and
- (x) a marked-up signed Title Commitment or signed Pro Forma title policy.

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

- (i) the Purchase Price, subject to the credits and other adjustments contemplated herein,
- (ii) proof that Purchaser has acquired fee title to the Adjacent Parcel in the form of a recorded deed or a final closing statement issued by a recognized title company demonstrating that the transaction has been completed,
- (iii) fully executed copies of the Redevelopment Agreement in a form and substance acceptable to the City Manager and the City Attorney and incorporating those conditions and requirements set forth in Section 1.D and E of this Agreement,
- (iv) a counterpart to the closing statement,
- (v) a “gap” undertaking in customary form and substance for the “gap” period” through the applicable Closing Date or the date of recording, as the case may be,
- (vi) a current form of ALTA Statement in customary form and substance as required by the Title Company,

- (vii) real estate transfer declarations or exemptions required by Applicable Laws (as defined in Section 12.D (ii),
- (viii) all other documents, certificates, forms and agreements required by this Agreement or Applicable Law or customarily required by the Title Company, in order to close the transaction,
- (ix) Certified, approved and recordable copies of the Plat of Subdivision/Consolidation, the License Agreement, the OREA and the Redevelopment Agreement, as signed by the Parties, which shall be recorded against the Property at Closing,
- (x) such additional information and materials as the Title Company and Seller reasonably request to evidence Purchaser's compliance with its obligations under this Agreement or as otherwise required to be delivered by Applicable Laws,

E. **Closing Costs.** At Closing, Seller shall pay the Remediation Credit, if any, applicable to Environmental Work completed prior to such Closing. Purchaser shall pay (i) 100% of the Title Company's closing fees related to such Closing, (ii) 100% of the costs incurred in recording Seller's Deed, the Plat of Subdivision/Consolidation and the Redevelopment Agreement and any other document required to be recorded by any entity providing funding to Purchaser, (iii) any costs incurred in connection with Purchaser's Due Diligence Activities related to the Due Diligence Period, (iv) the cost of the Plat of Subdivision/Consolidation, (v) the cost of the Title Policy and extended coverage over general exceptions and the cost of any additional endorsements to the Title Policy requested by Purchaser, and (vi) the cost of the ALTA/NSPS Survey.

F. **Prorations.** All ad valorem, special tax roll, or other real estate taxes, charges, and assessments, including special assessments and special service area taxes, affecting the Property (collectively, "**Real Estate Taxes**") shall be prorated on an accrual basis and on a per diem basis, disregarding any discount or penalty and on the basis of the fiscal year of the authority levying the same. If any Real Estate Taxes are assessed against the Property as of Closing Date, then Seller shall give to Purchaser a credit at the Closing based on 100% of the last tax bill and the Parties agree that when the actual Real Estate Tax bill is issued that they will re-prorate the amount due. All water, sewer, and other utility charges, if any, shall be prorated as of Closing. Notwithstanding the foregoing, and as indicated in the Title Commitment, the Property has exempt status for Real Estate Taxes and therefore there will not be any credit for Real Estate Taxes at Closing unless Seller loses its tax-exempt status from the Cook County Assessor. The Parties agree to cooperate with each other to maintain the tax-exempt status of the Property including but not limited to the Purchaser's Agreement to refrain from filing any documents with any entity of Cook County (including but not limited to the Assessor, Treasurer, Board of Review, Maps Department and Transportation Department). In the event the Property loses its tax-exempt status, the Parties agree to cooperate to regain tax exempt status for the time period Seller owned the Property. The Obligations of this Section 8.F will survive Closing and the recording of Seller's Deed.

**Section 9. Casualty; Condemnation.** Promptly upon learning thereof, Seller shall give Purchaser written notice of any condemnation, damage or destruction of the Property occurring prior to the Closing. If prior to the Closing all or a material portion of the Property is condemned, damaged or destroyed by an insured casualty, Purchaser shall have the option of either (i) applying the proceeds of any condemnation award or payment under any insurance policies

(other than business interruption or rental loss insurance) toward the payment of the Purchase Price to the extent such condemnation awards or insurance payments have been received by Seller, receiving from Seller an amount equal to any applicable deductible under any such insurance policy and receiving an assignment from Seller of Seller's right, title and interest in any such awards or payments not theretofore received by Seller, or (ii) terminating this Agreement by delivering written notice of such termination to Seller and Escrowee within ten (10) days after Purchaser has received written notice from Seller of such material condemnation, damage or destruction. If, prior to the Closing, a portion of the Property is condemned, damaged or destroyed and such portion is not a material portion of the Property, the proceeds of any condemnation award or payment and any applicable deductible under any insurance policies shall be applied toward the payment of the Purchase Price to the extent such condemnation awards or insurance payments have been received by Seller and Seller shall assign to Purchaser all of Seller's right, title and interest in any unpaid awards or payments. For purposes of this Section 9, the term "material portion" shall mean greater than ten percent (10%) of the value of the Property or an absence of reasonable access to the Property. If the damage or destruction arises out of an uninsured risk, the Parties agree to proceed to Closing as this Property is essentially vacant.

**Section 10. Brokers.** Seller and Purchaser each represents and warrants to the other that it knows of no broker or other person or entity who has been instrumental in submitting or showing the Property to Purchaser. If any broker or other person asserts a claim for a broker's commission, finder's fee, or similar payment in connection with the transactions contemplated in this Agreement, then Purchaser shall indemnify and hold harmless Seller from and against any damage, liability or expense, including costs and reasonable attorneys' fees that Seller incurs because of such claim.

**Section 11. Patriot Act.**

A. **Definitions.** All capitalized words and phrases and all defined terms used in the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) ("**Patriot Act**") and in other statutes and all orders, rules and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001, are collectively referred to as the "Patriot Rules" and are incorporated into this Section.

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

- (i) not a "blocked" person listed in the Annex to Executive Order Nos. 12947, 13099 and 13224,
- (ii) in full compliance with the requirements of the Patriot Rules and all other requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury ("**OFAC**"),
- (iii) operated under policies, procedures and practices, if any, that are in compliance with the Patriot Rules and available to each other for review and

inspection during normal business hours and upon reasonable prior notice,

- (iv) not in receipt of any notice from the Secretary of State or the Attorney General of the United States or any other department, agency or office of the United States claiming a violation or possible violation of the Patriot Rules,
- (v) not listed as a Specially Designated Terrorist or as a blocked person on any lists maintained by the OFAC pursuant to the Patriot Rules or any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of the OFAC issued pursuant to the Patriot Rules or on any other list of terrorists or terrorist organizations maintained pursuant to the Patriot Rules,
- (vi) not a person who has been determined by competent authority to be subject to any of the prohibitions contained in the Patriot Rules, and
- (vii) not owned or controlled by or now acting and or will in the future act for or on behalf of any person or entity named in the Annex or any other list promulgated under the Patriot Rules or any other person who has been determined to be subject to the prohibitions contained in the Patriot Rules.

C. **Mutual Notice; Termination.** Each party covenants and agrees that in the event it receives any notice that it or any of its beneficial owners or affiliates or participants become listed on the Annex or any other list promulgated under the Patriot Rules or indicted, arraigned, or custodially detained on charges involving money laundering or predicate crimes to money laundering, the party that receives such notice shall immediately notify the other (the "Non-Blocked Party") and the effect of the issuance of a notice pursuant to the Patriot Rules is that the Non-Blocked Party may elect to either: (i) obtain permission from OFAC to proceed with the Closing, in which case, the Closing Date shall be delayed until such permission is obtained, or (ii) send written notice to the other party terminating this Agreement, in which event the Parties shall have no further rights or obligations under this Agreement, except for those rights, liabilities or obligations that survive a termination of this Agreement.

## **Section 12 . General Provisions.**

A. **Integration; Modification.** This Agreement and the Redevelopment Agreement constitute the entire agreement between the Parties pertaining to the Property and supersedes all prior agreements, understandings, and negotiations pertaining thereto. This Agreement may be modified only by a written amendment or other agreement that is lawfully approved and executed by the Parties.

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

C. **Deliberately Omitted.**

D. **Interpretation.**

- (i) Presumption. There is no presumption that this Agreement is to be

construed for or against Seller or Purchaser, or either party as the principal author of the Agreement. Instead, this Agreement shall be interpreted in accordance with the general tenor of the language in an effort to reach the intended result.

- (ii) Compliance with Applicable Laws; Governing Law. In performing their obligations under this Agreement, the Parties shall comply with all applicable federal, state, and local statutes, regulations, requirements, ordinances, and other laws ("**Applicable Laws**"). The internal laws of the State of Illinois, without regard to its conflict of laws rules, shall govern the interpretation of this Agreement.
- (iii) Headings and Exhibits. The Section headings in this Agreement are used as a matter of convenience and do not define, limit, construe or describe the scope or intent of the text within such headings. The following Exhibits attached hereto are incorporated herein as an integral part of this Agreement:  
  
Exhibit A: Legal Description of Property  
Exhibit B: Redevelopment Agreement – [**TO BE ATTACHED AND INCORPORATED INTO THIS AGREEMENT UPON APPROVAL AND EXECUTION BY ALL PARTIES**]  
Exhibit C: Title Commitment
- (iv) Non-Waiver. Except as expressly provided in this Agreement, the mere failure by a party to insist upon the strict performance of any obligation of this Agreement or to exercise any right or remedy related to a default thereof shall not constitute a waiver of its rights. If a party waives a right under this Agreement, that waiver shall not be deemed a waiver of any other right.
- (v) Severability. If any provision of this Agreement is invalid or unenforceable against any party under certain circumstances, then this Agreement will be deemed to be amended by deleting such provision. This Agreement will be enforceable, as amended, to the fullest extent allowed by Applicable Laws and so long as the amendment does not result in a failure of consideration.
- (vi) Time. Time is of the essence in the performance of this Agreement. If any date upon which action is required under this Agreement is a Saturday, Sunday, or legal holiday, the date will be extended to the first business day after such date that is not a Saturday, Sunday or legal holiday.

**E. Enforcement.**

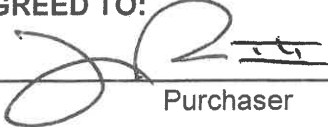
(i) **Default.**

(a) Seller's Remedies. In the event Purchaser shall default in its obligations under this Agreement, including its obligation to purchase the Property from Seller pursuant to this Agreement for any reason, except by reason of a material default by Seller or the permitted termination of this

Agreement by Purchaser or Seller as herein expressly provided, Purchaser shall be in breach of its obligations hereunder and Seller shall be released from any further obligations hereunder. BY INITIALING BELOW, PURCHASER AND SELLER HEREBY ACKNOWLEDGE AND AGREE THAT SELLER'S ACTUAL DAMAGES IN THE EVENT OF SUCH A BREACH OF THIS AGREEMENT BY PURCHASER WOULD BE EXTREMELY DIFFICULT OR IMPOSSIBLE TO DETERMINE, THAT THE AMOUNT OF THE EARNEST MONEY DEPOSIT IS THE PARTIES' BEST AND MOST ACCURATE ESTIMATE OF THE DAMAGES SELLER WOULD SUFFER IN THE EVENT THE TRANSACTION PROVIDED FOR IN THIS AGREEMENT FAILS TO CLOSE, AND THAT SUCH ESTIMATE IS REASONABLE UNDER THE CIRCUMSTANCES EXISTING ON THE DATE OF THIS AGREEMENT. PURCHASER AND SELLER AGREE THAT SELLER'S RIGHT TO RETAIN THE EARNEST MONEY DEPOSIT SHALL BE THE SOLE REMEDY OF SELLER AT LAW IN THE EVENT OF SUCH A BREACH OF THIS AGREEMENT BY PURCHASER. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS SECTION, IF PURCHASER BRINGS AN ACTION AGAINST SELLER FOR AN ALLEGED BREACH OR DEFAULT BY SELLER OF ITS OBLIGATIONS UNDER THIS AGREEMENT, RECORDS A LIS PENDENS OR OTHERWISE ENJOINS OR RESTRICTS SELLER'S ABILITY TO SELL AND TRANSFER THE PROPERTY OR REFUSES TO CONSENT TO OR INSTRUCT RELEASE OF THE EARNEST MONEY DEPOSIT TO SELLER IF REQUIRED BY ESCROW AGENT (EACH A "**PURCHASER'S ACTION**"), SELLER SHALL NOT BE RESTRICTED BY THE PROVISIONS OF THIS SECTION FROM BRINGING AN ACTION AGAINST PURCHASER SEEKING EXPUNGEMENT OR RELIEF FROM ANY IMPROPERLY FILED LIS PENDENS, INJUNCTION OR OTHER RESTRAINT, AND/OR RECOVERING FEES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) WHICH SELLER MAY SUFFER OR INCUR AS A RESULT OF ANY PURCHASER'S ACTION; AND THE AMOUNT OF ANY SUCH FEES, COSTS AND EXPENSES AWARDED TO SELLER SHALL BE IN ADDITION TO THE LIQUIDATED DAMAGES SET FORTH HEREIN. NOTHING IN THIS AGREEMENT SHALL, HOWEVER, BE DEEMED TO LIMIT PURCHASER'S LIABILITY TO SELLER FOR DAMAGES OR INJUNCTIVE RELIEF FOR BREACH OF PURCHASER'S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT OR THE REDEVELOPMENT AGREEMENT.

**ACCEPTED AND AGREED TO:**

  
\_\_\_\_\_  
Seller

  
\_\_\_\_\_  
Purchaser

(b) **Purchaser's Remedies.** In the event Seller shall default in its obligation to convey the Property to Purchaser pursuant to this Agreement for any reason, except Purchaser's default or the permitted termination of this Agreement by Seller or Purchaser as herein expressly provided, Purchaser shall be entitled, as its sole and exclusive remedy, to either (i) (a) terminate this Agreement (by delivering notice to Seller which



includes a waiver of any right, title or interest of Purchaser in the Property) or (b) if Purchaser so elects, pursue an action at law for recovery of Purchaser's actual out-of-pocket third-party costs incurred as part of Purchaser's due diligence efforts hereunder, subject to the Maximum Liability Cap (as defined below in Section 12.E (v)), which action must be commenced, if at all, within the sixty (60) day period following the occurrence of such default of Seller (the "**Limitation Period**"); provided, however, that if, within the Limitation Period, Purchaser gives Seller written notice of such a breach and Seller commences to cure and thereafter terminates such cure effort, Purchaser shall have an additional thirty (30) days from the date of such termination within which to commence an action at law for third-party costs, as aforesaid, as a consequence of Seller's failure to cure or (ii) treat this Agreement as being in full force and effect and pursue only the specific performance of this Agreement, provided that Purchaser must commence any action for specific performance within sixty (60) days after the scheduled Final Closing Date. Purchaser waives any right to pursue any other remedy at law or equity for such default of Seller, including, without limitation, any right to seek, claim or obtain damages, punitive damages or consequential damages. In no case shall Seller ever be liable to Purchaser under any statutory, common law, equitable or other theory of law, either prior to or following the Closing, for any lost rents, profits, "benefit of the bargain," business opportunities or any form of consequential damage in connection with any claim, liability, demand or cause of action in any way or manner relating to the Property, the condition of the Property, this Agreement, or any transaction or matter between the parties contemplated hereunder. Purchaser's remedies hereunder are in addition to the right to receive the return of the Earnest Money to the extent it is not applied to the Purchase Price in connection with Purchaser's action for specific performance.

- (ii) Successors and Assigns. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and assigns, if any.
- (iii) Attorney Fees. In any litigation filed to enforce this Agreement, the Parties will be responsible to pay its own attorney's fees, except as noted above in Section 12.E (i)(a).
- (iv) Venue. Venue for any litigation concerning the enforcement of this Agreement shall be in the Circuit Court of Cook County, Illinois, or the federal district court for the Northern District of Illinois.
- (v) Limitation on Liability. In any action or actions brought to enforce the obligations of Seller under this Agreement or any other document delivered in connection herewith, the judgment(s) or decree(s) shall be subject to the provisions of this Section and shall, otherwise in any event, be enforceable against Seller only up to an aggregate maximum amount of \$50,000 ("Maximum Liability Cap").

**F. Execution of Agreement.**

(i) Corporate Authority Approval Required.

(a) Effectiveness; Irrevocable Offer. Purchaser acknowledges that (1) this Agreement is not effective until it is approved by Seller's City Council in accordance with Applicable Laws and executed by Seller's Mayor, (2) by executing this Agreement and delivering it to Seller, Purchaser has made an offer to Seller to enter into this Agreement, (3) such offer may be accepted by the lawful approval of the Agreement by Seller's City Council, and (4) that such offer is irrevocable until 30 days after approval by the City Council and execution by the Mayor.

(b) Consideration. Purchaser acknowledges that Seller's good faith consideration of this Agreement and Purchaser's irrevocable offer, is adequate consideration for Seller's agreements in this Section.

(ii) Counterparts and Effectiveness. The Parties may execute this Agreement in multiple counterparts, all of which taken together will constitute a single Agreement binding on the Parties, notwithstanding that the Parties are not signatories to the same counterpart. This Agreement will be deemed fully executed, and effective as of the Effective Date, when each party has executed at least one counterpart. Any signature of a party to this Agreement that is sent by that party to the other party via a telefax transmission or via an email transmission in a PDF format shall be deemed a binding signature hereto. Each party shall deliver an original signature to the other party upon the other party's request.

(iii) Representations and Warranties. Purchaser and Seller, represents and warrants to each other that (i) it has the requisite power and authority to enter into and perform the terms of this Agreement, (ii) the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby (a) have been duly authorized by all necessary action and authority and (b) do not violate any agreement to which it is a party, and (iii) no other proceedings on its part, other than as noted in this Agreement, are necessary in order to permit him, her, or it to consummate the transactions contemplated hereby, and (iv) the person executing this Agreement on its behalf, is fully authorized to execute this Agreement, and, by doing so, to bind or it to the obligations under this Agreement.

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

if to Seller: **CITY OF DES PLAINES**  
1420 Miner St.  
Des Plaines, IL 60016  
Attn.: Michael Bartholomew, City Manager

Email: mbartholomew@desplaines.org

with a copy to:

Elrod Friedman LLP  
325 North LaSalle St. Suite 450  
Chicago, Illinois 60603  
Attn: Peter Friedman  
Stew Weiss  
Email: peter.friedman@elrodfriedman.com  
Email: stewart.weiss@elrodfriedman.com

if to Purchaser:

622 GRACELAND APARTMENTS LLC  
546 S. Summit St.  
Barrington, IL 60010  
Attn: Joseph Z. Taylor III  
Email: jztaylor@compasspointdevelopment.com

with a copy to:

Latimer LeVay Fyock LLC  
55 W. Monroe St., Suite 1100  
Chicago, IL 60603  
Attn: Cary R. Latimer  
Email: clatimer@llflegal.com

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

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

I. **Deliberately Omitted.**

J. **Assignment by Purchaser.** Purchaser may not assign its rights under this Agreement except as provided in the Redevelopment Agreement.

K. **Recordation.** This Agreement may not be recorded and any attempt to do so shall be of no effect whatsoever.

**[SIGNATURE PAGE FOLLOWS]**

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

**SELLER:**

**CITY OF DES PLAINES**, an Illinois home rule municipality

By:   
Name: Andrew Goczkowski  
Title: Mayor


**ATTEST:**

By:   
Name: Jessica M. Mastalski  
Title: City Clerk

**PURCHASER:**

**622 GRACELAND APARTMENTS LLC**, an Illinois limited liability company

**COMPASSPOINT DEVELOPMENT LLC**, an Illinois limited liability company

By:   
Name: Joseph Taylor III  
Title: Manager

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

THE SOUTHEASTERLY 40 FEET OF LOT 32 AND LOT 33 IN BLOCK 1 IN DES PLAINES MANOR TRACT NO. 1, A SUBDIVISION OF PART OF SECTIONS 17 AND 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED JULY 14, 1911 AS DOCUMENT 4793563, IN COOK COUNTY, ILLINOIS.

PIN 09-17-306-040-0000

Commonly known as 1332 Webford Ave, Des Plaines, Illinois.

**EXHIBIT B**

**REDEVELOPMENT AGREEMENT**

**(to be attached by the Parties by or before the end of Due Diligence)**

**EXHIBIT C**  
**TITLE COMMITMENT**

**Section 1. - ALTA COMMITMENT FOR TITLE INSURANCE**

---

Issued By:

Commitment Number:



**CHICAGO TITLE  
INSURANCE COMPANY**

<b>CCHI2104</b>
<b>614LD</b>

**Section 2. - NOTICE**

**IMPORTANT - READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**Section 3. - COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

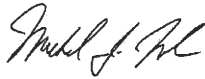
**Section 4. - Chicago Title Insurance  
Company**

By:

Countersigned By:

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Michael J. Nolan Authorized Officer or Agent

Attest:

Randy Quirk, President

Marjorie Nemzura, Secretary



This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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ALTA Commitment for Title Insurance (08/01/2016) Page 1 Printed: 08.18.21 @ 07:06 AM IL-CT-FA83-02100.231406-SPS-1-21-CCHI2104614LD

**CHICAGO TITLE INSURANCE COMPANY**

**COMMITMENT NO. CCHI2104614LD**

**Transaction Identification Data for reference only:**

ORIGINATING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Chicago Title Insurance Company 10 South LaSalle Street, Suite 3100 Chicago, IL 60603 Main Phone: (312)223-4627 Email: chicagocommercial@ctt.com	Chicago Title and Trust Company 10 South LaSalle Street, Suite 3100 Chicago, IL 60603 Main Phone: (312)223-4627 Main Fax: (312)223-3018

**Section 5. - Order Number: CCHI2104614LD**  
**Property Ref.:** DP - 1332 Webford Avenue, Des Plaines, IL

**Section 6. - SCHEDULE A**

1. Commitment Date: June 25, 2021
2. Policy to be issued:
  - (a) ALTA Owner's Policy 2006  
Proposed Insured: Compasspoint Development LLC, an Illinois limited liability company  
Proposed Policy Amount: \$300,000.00
  - (b) ALTA Loan Policy 2006  
Proposed Insured: Lender with a contractual obligation under a loan agreement with the Proposed Insured for an Owner's Policy  
Proposed Policy Amount: \$10,000.00
3. The estate or interest in the Land described or referred to in this Commitment is: Fee Simple

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4. The Title is, at the Commitment Date, vested in:

The City of Des Plaines, a Municipal corporation of the State of Illinois

5. The Land is described as follows:

THE SOUTHEASTERLY 40 FEET OF LOT 32 AND LOT 33 IN BLOCK 1 IN DES PLAINES MANOR TRACT NO. 1, A SUBDIVISION OF PART OF SECTIONS 17 AND 20, TOWNSHP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED JULY 14, 1911 AS DOCUMENT 4793563, IN COOK COUNTY ILLINOIS.

### Section 7. - END OF SCHEDULE A

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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**CHICAGO TITLE INSURANCE COMPANY**

**COMMITMENT NO. CCHI2104614LD**

### Section 8. - SCHEDULE B, PART I REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
6. Be advised that the "good funds" of the title insurance act (215 ILCS 155/26) became effective 1-1-2010. This act places limitations upon the settlement agent's ability to accept certain types of deposits into escrow. Please contact your local Chicago Title office regarding the application of this new law to your transaction.
7. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.

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8. **The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.**

**Section 9. - END OF SCHEDULE B, PART I**

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**CHICAGO TITLE INSURANCE COMPANY**

**COMMITMENT NO. CCHI2104614LD**

**Section 10. - S  
CHEDULE B, PART II  
EXCEPTIONS**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

General Exceptions

**Section 11. - 1. Rights or claims of parties in possession not shown by Public Records.**

**Section 12. - 2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.**

**Section 13. - 3. Easements, or claims of easements, not shown by the Public Records.**

**Section 14. - 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**

**Section 15. - 5. Taxes or special assessments which are not shown as existing liens by the Public Records.**

**Section 16. - 6. We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically**

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7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

- C 8. Note for additional information: the County Recorder requires that any documents presented for recording contain the following information:
  - A. The name and address of the party who prepared the document;
  - B. The name and address of the party to whom the document should be mailed after recording;
  - C. All permanent real estate tax index numbers of any property legally described in the document;
  - D. The address of any property legally described in the document;
  - E. All deeds should contain the address of the grantee and should also note the name and address of the party to whom the tax bills should be sent.
  - F. Any deeds conveying unsubdivided land, or, portions of subdivided and, may need to be accompanied by a properly executed "plat act affidavit."

In addition, please note that the certain municipalities located in the County have enacted transfer tax ordinances. To record a conveyance of land located in these municipalities, the requirements of the transfer tax ordinances must be met. A conveyance of property in these cities may need to have the

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**CHICAGO TITLE INSURANCE COMPANY**

**COMMITMENT NO. CCHI2104614LD**

**Section 17. - S  
CHEDULE B, PART II  
EXCEPTIONS  
(continued)**

appropriate transfer tax stamps affixed before it can be recorded. This exception will not appear on the policy when issued.

G 9.

- 1. Taxes for the year(s) 2020 and 2021 2021 taxes are not yet due or payable.
  - 1A. Note: 2020 first installment was due March 2, 2021 Note: 2020 final installment not yet due or payable

Perm tax#	Pcl	Year	1st Inst	Stat
09-17-306-040-0000	1 of 1	2020	Not Billed	

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3A The general taxes as shown below are marked exempt on the collector's warrants.

Year(s): 2019 and prior

Unless satisfactory evidence is submitted to substantiate said exemption our policy, if and when issued, will be subject to said taxes.

D 10. Note: The land lies within a county which is subject to the Predatory Lending Database Act (765 ILCS 77/70 et seq. as amended). A Certificate of Compliance with the act or a Certificate of Exemption therefrom must be obtained at time of closing in order for the Company to record any insured mortgage. If the closing is not conducted by the company, a certificate of compliance or a certificate of exemption must be attached to any mortgage to be recorded.

Note: for Cook, Kane, Will and Peoria counties, the act applies to mortgages recorded on or after July 1, 2010.

N 11. Please be advised that our search did not disclose any open mortgages of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

B 12. Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.

A 13. The Company should be furnished a statement that there is no property manager employed to manage the Land, or, in the alternative, a final lien waiver from any such property manager.

H 14. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other

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CHICAGO TITLE INSURANCE COMPANY

COMMITMENT NO. CCHI2104614LD

**Section 18. - S**  
**SCHEDULE B, PART II**  
**EXCEPTIONS**  
(continued)

things, additional exceptions or requirements after the designation of the Proposed Insured.

I 15. Municipal Real Estate Transfer Tax Stamps (or proof of exemption) must accompany any conveyance and certain other transfers or property located in Des Plaines. Please contact said municipality prior to closing for its specific requirements, which may include the payment of fees, an inspection or other approvals.

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- K 16. Since a governmental entity holds title to the Land, any conveyance or mortgage of the land is subject to the limitations and conditions imposed by law. Proof of compliance with the same should be furnished.
- M 17. Easement(s) for the purpose(s) and rights incidental thereto as reserved in a document; reserved by the grantors, for purpose perpetual use an enjoyment of water pipes, sewer pipes, mains, catch basin, gas pipes, etc. , recorded on October 21, 1952 as Document No. LR1429065, affects part of the Land therein described.
- E 18. Effective June 1, 2009, if any document of conveyance for Cook County Residential Real Property is to be notarized by an Illinois notary public, Public Act 95-988 requires the completion of a Notarial Record for each grantor whose signature is notarized. The Notarial Record will include the thumbprint or fingerprint of the grantor. The grantor must present identification documents that are valid; are issued by a state or federal government agency, or consulate; bear the photographic image of the individual's face; and bear the individual's signature. The Company will charge a fee of \$25.00 per Notarial Record.
- O 19. Note for information (Endorsement Requests):

All endorsement requests should be made prior to closing to allow ample time for the company to examine required Documentation.

Note: before any endorsements can be approved, we should be informed as to the land use and as to what type of structure is on the land.

(This note will be waived for the policy,)

- P 20. Informational Note:

To schedule any closings in the Chicago Commercial Center, please call (312)223-2707.

- Q 21. Rights of the public and quasi public utilities to maintain overhead wires as shown on the plat of survey by Haeger Engineering dated August 5, 2021, number 21-162.
- R 22. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: Compasspoint Development LLC, an Illinois limited liability company

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**CHICAGO TITLE INSURANCE COMPANY**

**COMMITMENT NO. CCHI2104614LD**

**Section 19. - S**  
**SCHEDULE B, PART II**  
**EXCEPTIONS**  
 (continued)

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- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
- c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

## Section 20. - END OF SCHEDULE B, PART II

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**CHICAGO TITLE INSURANCE COMPANY**

**COMMITMENT NO. CCHI2104614LD**

## Section 21. - COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
  - (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
  - (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
  - (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
  - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
  - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
  - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
  - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
  3. The Company's liability and obligation is limited by and this Commitment is not valid without:
    - (a) the Notice;
    - (b) the Commitment to Issue Policy;
    - (c) the Commitment Conditions;
    - (d) Schedule A;

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- (e) Schedule B, Part I-Requirements;
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

**4. COMPANY'S RIGHT TO AMEND**

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

**5. LIMITATIONS OF LIABILITY**

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I-Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

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(continued)

- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
  - (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
  - (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
  - (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**  
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.
- 8. PRO-FORMA POLICY**  
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. ARBITRATION**  
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is Two Million And No/100 Dollars (\$2,000,000.00) or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

**Section 22. - END OF CONDITIONS**

**1031 EXCHANGE SERVICES**

**Section 23. - If your transaction involves a tax deferred exchange, we offer this service through our 1031 division, IPX1031. As the nation's largest 1031 company, IPX1031 offers guidance and expertise. Security for Exchange funds includes segregated bank accounts and a 100 million dollar Fidelity Bond. Fidelity National Title Group also provides a 50 million dollar Performance Guaranty for each Exchange. For additional information, or to set-up an Exchange, please call Scott Nathanson at (312)223-2178 or Anna Barsky at (312)223-2169.**

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## FIRST AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT

**THIS FIRST AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT** (the “**First Amendment**”), is made and entered into effective as of July 17, 2023 (the “**Effective Date**”), by and between the **CITY OF DES PLAINES**, an Illinois home-rule municipal corporation (the “**Seller**”) and **MYLO RESIDENTIAL GRACELAND PROPERTY LLC**, an Illinois limited liability company, formerly known as 622 Graceland Apartments LLC, an Illinois limited liability company (“**Purchaser**”).

**WHEREAS**, Seller and Purchaser entered into that certain Real Estate Purchase and Sale Agreement dated October 7, 2022 (the “**Agreement**”) pursuant to which Seller agreed to sell, and Purchaser agreed to buy, the parcel of real property located at 1332 Webford Avenue, Des Plaines, Illinois (“**Property**”); and

**WHEREAS**, Purchaser and Seller have agreed to modify the Agreement as provided for in this First Amendment. Capitalized terms as set forth in this First Amendment shall have the same meaning as defined in the Agreement.

**NOW, THEREFORE**, in consideration of the foregoing, Purchaser and the Seller agree to amend and modify the Agreement as follows:

1. Property Closing. The Parties intend to close on the purchase and sale of the Property no later than July 27, 2023. Notwithstanding anything contained in the Agreement to the contrary, Purchaser must acquire the Property from Seller in accordance with the terms and conditions of this Agreement (except as modified by this Amendment) on or before July 31, 2023 (“**Property Closing Date**”).
2. Adjacent Parcel Closing. Notwithstanding anything contained in the Agreement to the contrary, Purchaser hereby agrees to acquire the Adjacent Parcel on or before October 31, 2023.
3. Assembly Parcels Closing. Notwithstanding anything contained in the Agreement to the contrary, Purchaser hereby agrees to acquire the Assembly Parcels on or before October 31, 2023.
4. Earnest Money. Notwithstanding anything contained in the Agreement to the contrary, Purchaser shall deposit the Earnest Money in the full amount of \$60,000.00 with the Title Company on or before the Property Closing Date. Upon Purchaser acquiring title to the Property, the Adjacent Parcel, and the Assembly Parcels, Seller shall immediately cause the Title Company to release the Earnest Money to Purchaser. If the Purchaser does not acquire title to either the Assembly Parcels or the Adjacent Parcel within the time limits set forth in this First Amendment, the Seller will have the uncontested right to receive and retain the Earnest Money. The Title Company will be required to release the Earnest Money to the Seller anytime after October 31, 2023 if the conditions set forth in Sections 2 and 3 of this First Amendment have not been satisfied.
5. Right of Reverter. In the event Purchaser is unable to acquire ownership of either the Adjacent Parcel or the Assembly Parcels on or before October 31, 2023, title to the Property will revert to the City via a deed executed by Purchaser that will be placed in escrow with the Title Company at closing (“**Reverter Deed**”). The Title Company will be instructed to release and record the Reverter Deed if the Seller’s obligations set forth in

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Sections 2 and 3 of this First Amendment have not been satisfied. Seller will also incorporate a reverter clause memorializing this obligation into the deed for the Property. Seller's rights under the reverter clause will immediately terminate and be of no further force and effect if Purchaser acquires the Assembly Parcels and the Adjacent Parcel on or before October 31, 2023 and the Title Company will be instructed to release the Reverter Deed back to Seller.

6. Parking Lease Agreement. In the event Purchaser is unable to acquire the Adjacent Parcel and the Assembly Parcels within the time limits set forth in this First Amendment, the Parking Lease Agreement described in the Redevelopment Agreement will automatically terminate and be of no further force or effect.
7. OREA. Notwithstanding anything contained in the Agreement to the contrary, the parties hereto acknowledge and agree that upon Purchaser's acquisition of both the Adjacent Parcel and the Assembly Parcels, the OREA will be executed and recorded against title to the Property, the Assembly Parcels, and the Adjacent Parcel in the office of the Clerk of Cook County, Illinois.
8. Open Space Area. In the event Purchaser is unable to acquire the Adjacent Parcel and the Assembly Parcels within the time limits set forth in this First Amendment, Purchaser will have no further obligation to maintain the Open Space Area as set forth in the Agreement.
9. Waiver of Downzoning of Assembly Parcels. On or before the Property Closing Date, Purchaser must deliver to Seller a binding and notarized instrument executed by the owner of the Assembly Parcels, waiving any and all rights to contest or object to the downzoning by Seller of the Assembly Parcels from the C-5 to the C-3 district in event Purchaser fails to acquire either the Adjacent Parcel or the Assembly Parcels within the time limits set forth in this First Amendment ("**Downzoning Waiver**"). The Downzoning Waiver is hereby incorporated into the list of Purchaser's Closing Deliveries. Purchaser's failure to provide an executed Downzoning Waiver will release Seller's obligation to close.
10. Counterparts. This First Amendment may be executed in any number of counterparts and by any combination of the parties hereto in separate counterparts, each of which counterparts shall be an original and all of which taken together shall constitute one and the same First Amendment.
11. Contract Remains Effective. Except as specifically amended and modified as set forth herein, all terms, conditions, covenants, representations and warranties contained in the Agreement, and all rights of the parties therein, shall remain in full force and effect. Each of the parties hereby confirms that the Agreement is in full force and effect in accordance with its terms.

***[Signature Pages to Follow]***

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**IN WITNESS WHEREOF**, the parties have duly executed this First Amendment to Real Estate Purchase Agreement effective as of the date first written above.

**SELLER:**

**CITY OF DES PLAINES**, a Illinois home-rule municipal corporation

By: 

Name: Michael Bartholomew

Its: City Manager

**PURCHASER:**

**MYLO RESIDENTIAL GRACELAND PROPERTY LLC**, an Illinois limited liability company

By: 

Its: Manager

By: 

Name: Joe Taylor

Title: Manager

**CITY OF DES PLAINES**

**RESOLUTION R - 165 - 23**

**A RESOLUTION APPROVING A SECOND AMENDMENT TO  
A REAL ESTATE PURCHASE AND SALE AGREEMENT FOR  
1332 WEBFORD AVENUE.**

**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 entered into that certain Real Estate Purchase and Sale Agreement dated October 7, 2022 (“*Agreement*”) with 622 Graceland Apartments, LLC (subsequently renamed Mylo Residential Graceland Property, LLC) (“*Purchaser*”) pursuant to which the City agreed to sell and the Purchaser agreed to buy the property located at 1332 Webford Avenue, Des Plaines, Illinois (“*Property*”); and

**WHEREAS**, in addition to setting the terms of the Purchaser’s acquisition of the Property, the Agreement included conditions requiring the Purchaser to simultaneously acquire title to parcels located to the east (“*Assembly Parcels*”) and west (“*Adjacent Parcel*”) of the Property; and

**WHEREAS**, the City Council approved a First Amendment to the Agreement (“*First Amendment*”) by Resolution R-139-23 on July 17, 2023, which allowed the Purchaser to acquire the Property on July 31, 2023, subject to various post-closing conditions, including but not limited to a requirement to acquire title to the Assembly Parcels and Adjacent Parcels by October 31, 2023, failure of which would result in forfeiture of the earnest money deposited to Chicago Title under the Agreement and effectiveness of a reverter provision in the deed, which would allow the City to reclaim title to the Property; and

**WHEREAS**, the Purchaser and City now desire to further amend the Agreement to waive and release certain post-closing conditions regarding the Purchaser’s obligation to acquire the Adjacent Parcel in exchange for \$299,990 of additional consideration and approval of an Amended and Restated Development Agreement for the mixed-use residential, commercial, and parking project at 622 Graceland Avenue-1368 Webford Avenue and the Property (“*Second Amendment*”); and

**WHEREAS**, the City Council has determined that is in the best interest of the City to approve a Second Amendment to the Agreement; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF DES PLAINES, COOK COUNTY, ILLINOIS**, in the exercise of its home rule powers, as follows:

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

**SECTION 2: APPROVAL OF SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT.** The Second Amendment is hereby approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form approved by the General Counsel.

**SECTION 3: AUTHORIZATION TO EXECUTE SECOND AMENDMENT.** The City Manager and the City Clerk are hereby authorized to execute and seal, on behalf of the City, the final Second Amendment.

**SECTION 4: EFFECTIVE DATE.** This Resolution shall be in full force and effect upon its passage and approval by a majority of the members of the City Council.

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

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

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

\_\_\_\_\_

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

ATTEST:

Approved as to form:

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

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

## **SECOND AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT**

**THIS SECOND AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT** (the “**Second Amendment**”), is made and entered into effective as of September \_\_\_\_\_, 2023 (the “**Effective Date**”), by and between the **CITY OF DES PLAINES**, an Illinois home-rule municipal corporation (the “**Seller**”) and **MYLO RESIDENTIAL GRACELAND PROPERTY LLC**, an Illinois limited liability company, formerly known as 622 Graceland Apartments LLC, an Illinois limited liability company (the “**Purchaser**”).

**WHEREAS**, Seller and Purchaser entered into that certain Real Estate Purchase and Sale Agreement<sup>1</sup> dated October 7, 2022 (the “**Original Agreement**”) pursuant to which Seller agreed to sell, and Purchaser agreed to buy, the parcel of real property located at 1332 Webford Avenue, Des Plaines, Illinois (the “**Property**”);

**WHEREAS**, the Agreement was modified and amended by a First Amendment to Real Estate Purchase and Sale Agreement (the “**First Amendment**”; the Original Agreement and the First Amendment shall be collectively referred to as the “**Agreement**”);

**WHEREAS**, on July 31, 2023, Purchaser acquired the Property in accordance with the terms and conditions of the Agreement;

**WHEREAS**, the First Amendment included a number of post-closing obligations to be completed by Purchaser all of which remain in legal force and effect; and

**WHEREAS**, Purchaser and Seller have agreed to further amend the Agreement as provided for in this Second Amendment to modify and waive certain post-closing conditions in exchange for additional and sufficient consideration;

**NOW, THEREFORE**, in consideration of the foregoing, Purchaser and the Seller agree to amend and modify the Agreement as follows:

1. **Adjacent Parcel.** The Purchaser shall not be obligated to purchase or to acquire the Adjacent Parcel. Any reference to the Adjacent Parcel in the Agreement is hereby deleted in its entirety.
2. **Earnest Money.** As required by the First Amendment, Purchaser deposited the Earnest Money in the full amount of \$60,000.00 with the Title Company, in escrow, in accordance with that certain Escrow Trust Instructions (Strict Joint Order #5) dated July 20, 2023 and executed on July 31, 2023, by and between the Purchaser, Seller and Title Company (the “**Post Closing Escrow**”). The full amount of the Earnest Money remains in the Post Closing Escrow, as of the Effective Date of this Second Amendment. Upon Purchaser acquiring the Assembly Parcels by or before October 31, 2023, Purchaser shall immediately cause the Title Company to release the Earnest Money to Seller. If the Purchaser does not acquire the Assembly Parcels on or before October 31, 2023, the Seller will have the uncontested right to receive and retain the Earnest Money. The Title Company will be required to release the Earnest Money to the Seller any time after October 31, 2023 if the Purchaser has not acquired the Assembly Parcels, as provided in

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<sup>1</sup> Capitalized terms not specifically defined in this this Second Amendment shall have the same meaning as defined in the Agreement or the First Amendment.

the First Amendment, and as modified by the terms and conditions of this Second Amendment.

3. Right of Reverter. In the event Purchaser is unable to acquire the Assembly Parcels on or before October 31, 2023, title to the Property will revert to the Seller pursuant to the Reverter Deed currently being held by the Title Company, in escrow, in accordance with Post Closing Escrow. The Title Company has been instructed to release and record the Reverter Deed if the Purchaser has not acquired the Assembly Parcels as provided in the First Amendment. Seller's reverter rights under Section 5 of the First Amendment will automatically terminate and be of no further force and effect if Purchaser acquires the Assembly Parcels on or before October 31, 2023. Upon timely acquisition of the Assembly Parcels by Purchaser, the Title Company will be instructed to release the Reverter Deed back to Purchaser.
4. Waiver Payment.
  - a. In consideration for Seller's agreement to waive and release Purchaser's obligation to acquire the Adjacent Parcel as provided in this Second Amendment, upon Purchaser's acquisition of the Assembly Parcels, Purchaser shall pay to Seller an amount equal to Two Hundred Ninety-Nine Thousand, Nine Hundred and Ninety Dollars (\$299,990.00) (the "**Waiver Payment**").
  - b. Purchaser will deposit an amount not less than \$239,990.00 into the Post Closing Escrow no later than five (5) business days after the Effective Date of this Second Amendment. This payment, together with the Earnest Money, will constitute the Waiver Payment. Failure by Seller to make this deposit within the required time period will entitle Seller to collect the Earnest Money from the Post Closing Escrow immediately.
  - c. The full amount of the Waiver Payment will be released to Seller upon Purchaser providing proof to Title company that Purchaser has acquired title to the Assembly Parcels.
  - d. In the event that Purchaser fails to acquire the Assembly Parcels by October 31, 2023, the Waiver Payment shall be returned to Purchaser, less the amount of the Earnest Money (\$60,000.00) which shall be released to Seller, concurrently with the release and recordation of the Reverter Deed.
5. Additional Post-Closing Escrow Modifications. In addition to the requirements of Section 4 of this Second Amendment, the Parties agree to further amend and modify the terms and conditions of the Post Closing Escrow as follows:
  - a. Remove the requirement for Purchaser to acquire the Adjacent Parcel;
  - b. Remove the requirement that Purchaser deposit the West Parcel Park Covenants and Easement Agreement in escrow and revoke authorization to record;
  - c. Remove the requirement for the deposit of mylars of the Tentative and Final Plat of Subdivision and Consolidation into escrow and revoke authorization to record the Tentative and Final Plat of Subdivision and Consolidation;

- d. Any reference to the Adjacent Parcel in the Agreement shall be deleted in its entirety; and
  - e. The Development Agreement previously deposited in the Post-Closing Escrow will be replaced with a fully executed Amended and Restated Development Agreement that replaces the original Development Agreement in its entirety.
6. Parking Lease Agreement. In the event Purchaser is unable to acquire the Assembly Parcels within the time limits set forth in this First Amendment, the Parking Lease Agreement described in the Redevelopment Agreement will automatically terminate and be of no further force or effect.
  7. OREA/Declaration. Notwithstanding anything contained in the Agreement to the contrary, the Parties hereto acknowledge and agree that upon Purchaser's acquisition of the Assembly Parcels, the OREA (also known as the Declaration of Easements, Covenant, Conditions, and Restrictions or "**Declaration**") will be recorded by the Title Company.
  8. Open Space Area. In the event Purchaser is unable to acquire the Assembly Parcels within the time limits set forth in the First Amendment, Purchaser will have no further obligation to maintain the Open Space Area as set forth in the Agreement.
  9. Counterparts. This Second Amendment may be executed in any number of counterparts and by any combination of the Parties hereto in separate counterparts, each of which counterparts shall be an original and all of which taken together shall constitute one and the same Second Amendment.
  10. Contract Remains Effective. Except as specifically amended and modified as set forth herein, all terms, conditions, covenants, representations and warranties contained in the Agreement, and all rights of the Parties therein, shall remain in full force and effect. Each of the Parties hereby confirms that the Agreement is in full force and effect in accordance with its terms.

**[Signature Pages to Follow]**



**IN WITNESS WHEREOF**, the Parties have duly executed this Second Amendment to Real Estate Purchase and Sale Agreement effective as of the date first written above.

**SELLER:**

**CITY OF DES PLAINES**, a Illinois home-rule municipal corporation

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

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

Its: \_\_\_\_\_

**PURCHASER:**

**MYLO RESIDENTIAL GRACELAND PROPERTY LLC**, an Illinois limited liability company

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

Its: Manager

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

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

Title: Manager



**PUBLIC WORKS AND  
ENGINEERING DEPARTMENT**

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

**MEMORANDUM**

Date: August 24, 2023

To: Michael G. Bartholomew, City Manager

From: Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering *TPO*  
Dorothy Wisniewski, Assistant City Manager/Director of Finance *DW*  
Timothy Watkins, Assistant Director of Public Works *TW*

Subject: Water and Sewer Rate Analysis

**Issue:** The Water/Sewer enterprise fund balance continues to diminish due to costs outpacing revenues. By the end of 2025, the Water/Sewer Fund will have a negative balance of \$11.2 million. Additionally, due to the age of the City's infrastructure, we average over 100 water main breaks per year. This creates a water loss of over 22%, which equates to a lost water cost of \$1,200,000 per year.

**Analysis:** Enterprise funds are established to account for the financing of self-supporting activities of the City that render services on a user-charge basis. The revenue generated through user charges and other water and sewer related functions are intended to fully support the operation of the fund. Both the IDNR and IEPA recommend that an Enterprise Fund should be self-sustaining. The City's existing water and sewer usage rates are not sufficient to recover the full cost of operations, and neither can they sustain an annual capital improvement program at the level needed to keep pace with infrastructure deterioration. Even though the City has a new water source and there is a savings on the purchase of water, the operating costs and infrastructure needs continue to deplete the fund as shown in Table 1 below:

**TABLE 1**

CASH FLOW SUMMARY	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
	Projected	Projected	Projected	Projected	Projected	Projected	Projected
Beginning Fund Balance	\$8,569,418	\$2,060,722	(\$4,284,369)	(\$11,279,634)	(\$19,120,142)	(\$27,330,541)	(\$35,923,156)
Transfers from Other Funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenues	\$17,543,606	\$18,668,021	\$18,802,490	\$18,938,520	\$19,076,137	\$19,215,367	\$19,356,237
Total Expenses	\$24,052,302	\$25,013,112	\$25,797,754	\$26,779,029	\$27,286,536	\$27,807,982	\$28,343,786
Net Income (Loss)	(\$6,508,696)	(\$6,345,091)	(\$6,995,265)	(\$7,840,509)	(\$8,210,399)	(\$8,592,614)	(\$8,987,548)
<b>Ending Fund Balance</b>	\$2,060,722	(\$4,284,369)	(\$11,279,634)	(\$19,120,142)	(\$27,330,541)	(\$35,923,156)	(\$44,910,704)
<b>Fund Balance Goal*</b>	<b>\$6,013,076</b>	<b>\$6,253,278</b>	<b>\$6,449,439</b>	<b>\$6,694,757</b>	<b>\$6,821,634</b>	<b>\$6,951,995</b>	<b>\$7,085,946</b>

\* Fund balance goal is equal to 25% of annual operating expenses.

In the past, the City has supplemented the Water/Sewer Fund with Gaming revenue. However, in order to fund facility projects such as the Police Station addition, Fire Station 62 Reconstruction and Leela Building Renovation, the Facilities Fund will have to be supplemented by Gaming Revenue.

The City conducted an analysis of the current rates, surveyed other municipalities, reviewed the infrastructure needs and created funding scenarios. As part of the review, the analysis looked at the City's current charges of the following:

- Current Ordinance of the City's Water/Sewer Facility Fee

- Current Ordinance of the City’s Water Operation and Maintenance Charges
- Current Ordinance of the City’s Sewer Fee
- Current Ordinance of the City’s Water/Sewer Capital Fee

Fixed Facility Charge

Many municipalities including Des Plaines have established a fixed rate billing system instead of the traditional minimum usage bill. The fixed rate is applied to the regular bill based on the water meter size plus the customer’s usage. These rates were calculated by evenly dividing static overhead costs for the water utilities among the total number of customers and escalated for larger meter sizes based on flow capacity. Using a fixed rate system provides a fair and steady revenue versus the minimum usage that charges customers a minimum bill. The fixed rate offsets the continual costs of the water system which includes water tank maintenance/painting, water pump facilities and water meters. We conducted an analysis of the current costs and have determined that in order to keep pace with escalating costs, these fees will need to be adjusted. Table 2 below shows rates based on meter size that a customer currently pays and the new recommended fee.

**TABLE 2**

<b>Monthly Fixed Facility Charge</b>				
<b>Water Meter Sizes</b>	<b>Max Flow GPM</b>	<b>Max Flow Proportion</b>	<b>Current Rate</b>	<b>Proposed Rate</b>
≤ 1" Meter	35	1.0	\$4.07	\$4.30
1 1/2" Meter	150	4.3	\$17.46	\$18.43
2" Meter	200	5.7	\$23.28	\$24.57
3" Meter	500	14.3	\$58.19	\$61.43
4" Meter	1000	28.6	\$116.38	\$122.86
6" Meter	2000	57.1	\$232.76	\$245.71
≥ 8" Meter	2700	77.1	\$314.23	\$331.71

If approved by Council, we recommend reviewing this rate again in 2028.

Water Operation and Maintenance Charges

The Operation and Maintenance charge (O&M) is intended to recover the cost for routine operation and maintenance of the water system. This includes the re-chlorination and pumping of water, day-to-day water system repairs of water mains and fire hydrants, associated equipment required to maintain the water system and the cost for Utility Billing functions. The City’s current O&M charge is \$2.25 per unit of water. Based on increased operational costs, the fee should be \$2.75 per unit of water. To keep the customer impact to a minimum, an increase of \$0.25 for the 2024 fiscal year and an increase of \$0.25 for the 2025 fiscal year is recommended. This increase will keep this portion of the rate even with the O&M expenses. If approved by Council, we recommend reviewing this rate again in 2027.

Sewer Fee

The City currently charges \$0.91 per unit of water for the purpose of maintaining the City’s sewer systems. This includes the operation and maintenance of the sanitary sewer lift station, storm sewer pumping stations, and over 365 miles of sanitary and storm sewer mains and structures. Based on increased operational costs, the fee should be \$1.18 per unit. If approved by Council, we recommend reviewing this rate again in 2027.

Capital Fee

The City currently charges \$1.00 per unit of water for the purpose improving/replacing the City’s water and sewer systems. Water infrastructure has a life expectancy of 75 years and Sewer infrastructures have a life expectancy of 100 years. We conducted an analysis of the water and sewer systems and, based on the age of the current infrastructure, in order to replace system components, the City should be investing at a minimum of \$10.3 million per year based on 2023 construction costs. These costs will continue to increase at a minimum rate of 2.5% a year. Additionally, both the MWRD and EPA have newly mandated regulatory

requirements which will be an additional financial burden to the City. The EPA has mandated that the City must replace all lead/galvanized service lines within the next 20 years.

To keep the customer impact to a minimum, we recommend the fee increase to a rate of \$2.00 per unit of water for the 2024 fiscal year and an increase of \$1.00 per year, for the next three years. If approved by Council, we recommend reviewing this rate again in 2028.

Projected Fund Balance with Increase

If the above rates are approved by Council, the projected fund balance would improve but will still have an ending fund balance in 2029 of only \$350,000. This leaves little in reserves. Table 3 below shows the projected financial summary if the rates are approved.

**TABLE 3**

<b>CASH FLOW SUMMARY</b>	<b>FY 2023 Projected</b>	<b>FY 2024 Projected</b>	<b>FY 2025 Projected</b>	<b>FY 2026 Projected</b>	<b>FY 2027 Projected</b>	<b>FY 2028 Projected</b>	<b>FY 2029 Projected</b>
Beginning Fund Balance	\$8,569,418	\$9,896,602	\$5,298,384	\$2,308,578	\$730,806	\$1,039,074	\$917,480
Transfers from Other Funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenues	\$17,545,428	\$21,641,677	\$24,078,336	\$26,516,556	\$28,956,363	\$29,095,594	\$29,236,464
Total Expenses	\$16,218,244	\$26,239,896	\$27,068,142	\$28,094,328	\$28,648,095	\$29,217,188	\$29,802,069
Net Income (Loss)	\$1,327,184	(\$4,598,218)	(\$2,989,806)	(\$1,577,772)	\$308,268	(\$121,594)	(\$565,605)
<b>Ending Fund Balance</b>	\$9,896,602	\$5,298,384	\$2,308,578	\$730,806	\$1,039,074	\$917,480	\$351,875
<b>Fund Balance Goal*</b>	<b>\$4,054,561</b>	<b>\$6,559,974</b>	<b>\$6,767,036</b>	<b>\$7,023,582</b>	<b>\$7,162,024</b>	<b>\$7,304,297</b>	<b>\$7,450,517</b>

\* Fund balance goal is equal to 25% of annual operating expenses.

Community Comparison

With the 2024 recommended increases, Des Plaines is in the lower 50<sup>th</sup> percentile of surrounding communities. The attached survey depicts how Des Plaines compares to other communities.

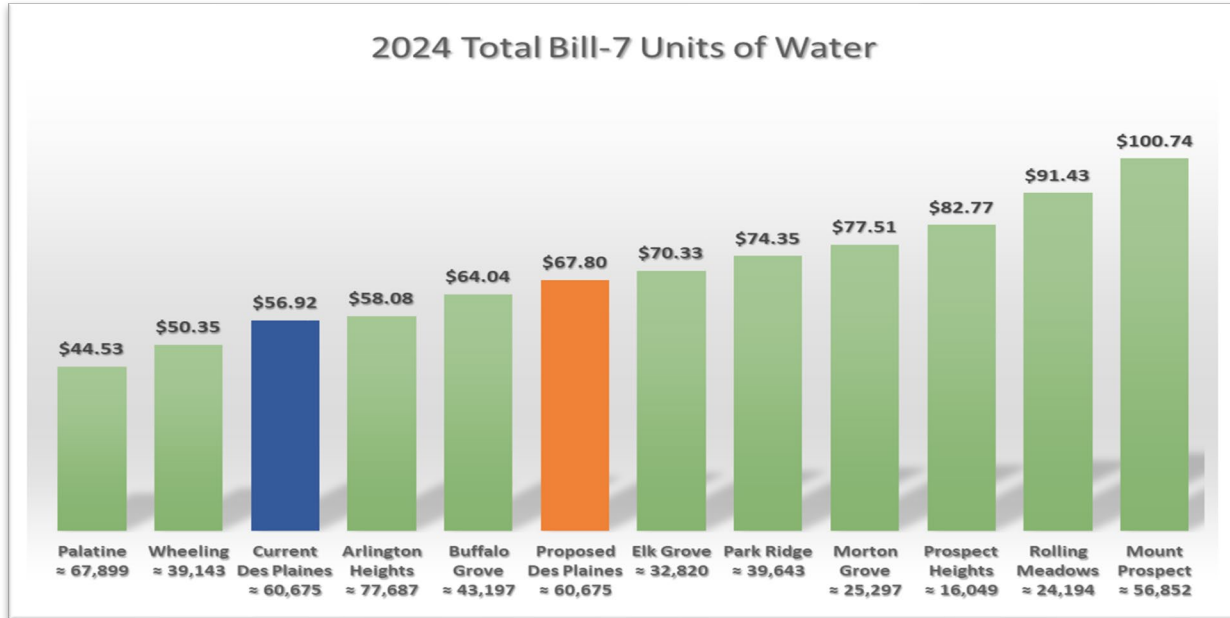
**Recommendation:** We recommend the City Council take the following actions:

- Effective January 1, 2024, implement the proposed Fixed Facility Charges as shown in Table 2.
- Effective January 1, 2024, increase the Water Operation and Maintenance Charge to \$2.50 per unit of water and increase the fee to \$2.75 in 2025.
- Effective January 1, 2024, increase the Sewer Fee to \$1.18 per unit of water.
- Effective January 1, 2024, increase the Capital Fee to \$2.00 per unit of water and increase the fee annually by \$1.00 per year through 2027.

**Attachment:**

Attachment 1 - Survey of Neighboring Communities Water/Sewer Rates Ordinance – M-16-23

## COMMUNITY COMPARISON



Des Plaines Current Cost Vs. 2024 Increase						
Number of Billing Units	Current Rate per Unit	Current Facility Fees	Current Total Bill per Month	Proposed Rate per Unit	Proposed Facility Fees	Proposed Total Bill per Month
7	\$ 52.85	\$ 4.07	\$ 56.92	\$ 63.50	\$ 4.30	\$ 67.80
6	\$ 45.30	\$ 4.07	\$ 49.37	\$ 54.43	\$ 4.30	\$ 58.73
5	\$ 37.75	\$ 4.07	\$ 41.82	\$ 45.35	\$ 4.30	\$ 49.65
4	\$ 30.20	\$ 4.07	\$ 34.27	\$ 36.28	\$ 4.30	\$ 40.58
3	\$ 22.65	\$ 4.07	\$ 26.72	\$ 27.21	\$ 4.30	\$ 31.51
2	\$ 15.10	\$ 4.07	\$ 19.17	\$ 18.14	\$ 4.30	\$ 22.44
1	\$ 7.55	\$ 4.07	\$ 11.62	\$ 9.07	\$ 4.30	\$ 13.37

Mount Prospect			
Number of Billing Units	Cost of billed water per unit	Facility Fees	Total Bill per Month
7	\$ 87.34	\$ 13.40	\$ 100.74
6	\$ 74.86	\$ 13.40	\$ 88.26
5	\$ 62.38	\$ 13.40	\$ 75.78
4	\$ 49.91	\$ 13.40	\$ 63.31
3	\$ 37.43	\$ 13.40	\$ 50.83
2	\$ 24.95	\$ 13.40	\$ 38.35
1	\$ 12.48	\$ 13.40	\$ 25.88

<b>Rolling Meadows</b>			
<b>Number of Billing Units</b>	<b>Cost of billed water per unit</b>	<b>Facility Fees</b>	<b>Total Bill per Month</b>
7	\$ 83.67	\$ 7.76	\$ 91.43
6	\$ 71.72	\$ 7.76	\$ 79.48
5	\$ 59.77	\$ 7.76	\$ 67.53
4	\$ 47.81	\$ 7.76	\$ 55.57
3	\$ 35.86	\$ 7.76	\$ 43.62
2	\$ 23.91	\$ 7.76	\$ 31.67
1	\$ 11.95	\$ 7.76	\$ 19.71

<b>Prospect Heights</b>			
<b>Number of Billing Units</b>	<b>Cost of billed water per unit</b>	<b>Facility Fees</b>	<b>Total Bill per Month</b>
7	\$ 34.09	\$ 48.68	\$ 82.77
6	\$ 29.22	\$ 48.68	\$ 77.90
5	\$ 25.06	\$ 48.68	\$ 73.74
4	\$ 20.05	\$ 48.68	\$ 68.73
3	\$ 15.03	\$ 48.68	\$ 63.71
2	\$ 10.02	\$ 48.68	\$ 58.70
1	\$ 5.01	\$ 48.68	\$ 53.69

<b>Morton Grove</b>			
<b>Number of Billing Units</b>	<b>Cost of billed water per unit</b>	<b>Facility Fees</b>	<b>Total Bill per Month</b>
7	\$ 58.01	\$ 19.50	\$ 77.51
6	\$ 49.73	\$ 19.50	\$ 69.23
5	\$ 25.06	\$ 19.50	\$ 44.56
4	\$ 20.05	\$ 19.50	\$ 39.55
3	\$ 15.03	\$ 19.50	\$ 34.53
2	\$ 10.02	\$ 19.50	\$ 29.52
1	\$ 5.01	\$ 19.50	\$ 24.51

<b>Park Ridge</b>			
<b>Number of Billing Units</b>	<b>Cost of billed water per unit</b>	<b>Facility Fees</b>	<b>Total Bill per Month</b>
7	\$ 55.29	\$ 19.06	\$ 74.35
6	\$ 47.39	\$ 19.06	\$ 66.45
5	\$ 39.49	\$ 19.06	\$ 58.55
4	\$ 31.60	\$ 19.06	\$ 50.66
3	\$ 23.70	\$ 19.06	\$ 42.76
2	\$ 15.80	\$ 19.06	\$ 34.86
1	\$ 7.90	\$ 19.06	\$ 26.96

<b>Elk Grove</b>			
<b>Number of Billing Units</b>	<b>Cost of billed water per unit</b>	<b>Facility Fees</b>	<b>Total Bill per Month</b>
7	\$ 62.83	\$ 7.50	\$ 70.33
6	\$ 53.86	\$ 7.50	\$ 61.36
5	\$ 44.88	\$ 7.50	\$ 52.38
4	\$ 35.90	\$ 7.50	\$ 43.40
3	\$ 26.93	\$ 7.50	\$ 34.43
2	\$ 17.95	\$ 7.50	\$ 25.45
1	\$ 8.98	\$ 7.50	\$ 16.48

<b>Buffalo Grove-NWC Member</b>			
<b>Number of Billing Units</b>	<b>Cost of billed water per unit</b>	<b>Facility Fees</b>	<b>Total Bill per Month</b>
7	\$ 41.57	\$ 22.47	\$ 64.04
6	\$ 35.63	\$ 22.47	\$ 58.10
5	\$ 29.70	\$ 22.47	\$ 52.17
4	\$ 23.76	\$ 22.47	\$ 46.23
3	\$ 17.82	\$ 22.47	\$ 40.29
2	\$ 11.88	\$ 22.47	\$ 34.35
1	\$ 5.94	\$ 22.47	\$ 28.41

<b>Arlington Heights-NWC Member</b>			
<b>Number of Billing Units</b>	<b>Cost of billed water per unit</b>	<b>Facility Fees</b>	<b>Total Bill per Month</b>
7	\$ 52.88	\$ 5.20	\$ 58.08
6	\$ 45.33	\$ 5.20	\$ 50.53
5	\$ 37.77	\$ 5.20	\$ 42.97
4	\$ 30.22	\$ 5.20	\$ 35.42
3	\$ 22.66	\$ 5.20	\$ 27.86
2	\$ 15.11	\$ 5.20	\$ 20.31
1	\$ 7.55	\$ 5.20	\$ 12.75

<b>Wheeling-NWC Member</b>			
<b>Number of Billing Units</b>	<b>Cost of billed water per unit</b>	<b>Facility Fees</b>	<b>Total Bill per Month</b>
7	\$ 46.60	\$ 3.75	\$ 50.35
6	\$ 39.94	\$ 3.75	\$ 43.69
5	\$ 33.29	\$ 3.75	\$ 37.04
4	\$ 26.63	\$ 3.75	\$ 30.38
3	\$ 19.97	\$ 3.75	\$ 23.72
2	\$ 13.31	\$ 3.75	\$ 17.06
1	\$ 6.66	\$ 3.75	\$ 10.41

<b>Palatine-NWC Member</b>			
<b>Number of Billing Units</b>	<b>Cost of billed water per unit</b>	<b>Facility Fees</b>	<b>Total Bill per Month</b>
7	\$ 35.08	\$ 9.45	\$ 44.53
6	\$ 30.07	\$ 9.45	\$ 39.52
5	\$ 25.06	\$ 9.45	\$ 34.51
4	\$ 20.05	\$ 9.45	\$ 29.50
3	\$ 15.03	\$ 9.45	\$ 24.48
2	\$ 10.02	\$ 9.45	\$ 19.47
1	\$ 5.01	\$ 9.45	\$ 14.46



**CITY OF DES PLAINES**

**ORDINANCE M - 16 - 23**

**AN ORDINANCE AMENDING THE CITY CODE  
REGARDING WATER RATES AND SEWER FEES.**

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

**WHEREAS**, Section 9-1-7 of the City Code of the City of Des Plaines, as amended ("*City Code*"), sets forth the rates charged for water used from the City's waterworks system; and

**WHEREAS**, Section 9-2-4 of the City Code sets forth the sanitary sewer fee charged to all users of the City's sanitary or combined sewer systems within the City; and

**WHEREAS**, in order to ensure that sufficient revenue remains available in the Water/Sewer enterprise fund, the City desires to amend Sections 9-1-7 and 9-2-4 of the City Code increase the monthly fixed facility charge for all consumers of water within the corporate limits of the City, the water operation and maintenance charges, the capital improvement fees, and the sanitary sewer fees; and

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

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

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

**SECTION 2: RATES.** Section 9-1-7, titled "Rates," of Chapter 1, titled "Water System Regulations," Title 9, titled "Public Utilities," of the City Code is hereby amended to read as follows:

**"9-1-7: RATES:**

All persons connecting with the water system of the city or taking and using water from the city waterworks system shall pay for such water, as measured by the aforementioned meter, at the rates or fees set forth in this section.

- A. Inside Corporate Limits: For all consumers of water residing within the corporate limits of the city, the retail rate per 100 cubic feet of water is the amount equal to the rate charged per 100 cubic feet of water by the city of Chicago for the supply of water to the city, as such rate may be amended from time to time, plus the applicable rates and fees listed in the tables below:

Monthly Fixed Facility Charge	
Water Meter Size	Rate
≤ 1" Meter	\$4.07 <b><u>\$4.30</u></b>
1 1/2" Meter	\$17.46 <b><u>\$18.43</u></b>
2" Meter	\$23.28 <b><u>\$24.57</u></b>
3" Meter	\$58.19 <b><u>\$61.43</u></b>
4" Meter	\$116.38 <b><u>\$122.86</u></b>
6" Meter	\$232.76 <b><u>\$245.71</u></b>
≥ 8" Meter	\$314.23 <b><u>\$331.71</u></b>

Operation and Maintenance Rates	
	Per 100 cubic feet of water
January 1, 2024 to December 31, 2024	\$2.26 <b><u>\$2.50</u></b>
<b><u>Effective January 1, 2025</u></b>	<b><u>\$2.75</u></b>

Capital Improvement Fees	
	Per 100 cubic feet of water
January 1, 2024 to December 31, 2024	\$1.10 <b><u>\$2.00</u></b>
<b><u>January 1, 2025 to December 31, 2025</u></b>	<b><u>\$3.00</u></b>
<b><u>January 1, 2026 to December 31, 2026</u></b>	<b><u>\$4.00</u></b>
<b><u>Effective January 1, 2027</u></b>	<b><u>\$5.00</u></b>

\* \* \*\*

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

**SECTION 3: SANITARY SEWER FEE.** Section 9-2-4, titled “Sanitary Sewer Fee,” of Chapter 2, titled “Sewer System Regulations,” Title 9, titled “Public Utilities,” of the City Code is hereby amended to read as follows:

**“9-2-4: SANITARY SEWER FEE:**

A. Fee Imposed: A sanitary sewer fee of ~~ninety one cents (\$0.91)~~ **\$1.18** per ~~one hundred (100)~~ cubic feet of water used is hereby established. The determination of the amount of water used will be done in accordance with chapter 1 of this title. The ~~sanitary~~ sewer fee will be charged to all City of Des Plaines sanitary or combined sewer users within the City's corporate limits. This fee shall not apply to homes serviced by Illinois American Water, or its successor, or properties served by private septic systems.

B. Collection: The City Finance Department will collect the ~~sanitary~~ sewer fee. The fee will be included on the City of Des Plaines utility bill.

C. Late Payment Penalty: Failure to pay the ~~sanitary~~ sewer fee within ~~twenty one (21)~~ days of the mailing of said bill will result in a ~~ten percent (10%)~~ late penalty charge. The City may bring an action to collect any unpaid ~~sanitary~~ sewer fee.

D. Effective Date: The ~~sanitary~~ sewer fee herein provided for will be expressly retroactive to and effective for consumption used on and after January 1, 2012.”

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

**SECTION 5. EFFECTIVE DATE.** This Ordinance will be in full force and effect from and after the occurrence of both: (a) its passage, approval, and publication in pamphlet form according to law; and (b) January 1, 2024.

**[SIGNATURE PAGE FOLLOWS]**

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

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

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

**VOTE:** Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Absent \_\_\_\_\_

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

ATTEST:

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

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

Approved as to form:

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

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

DP-Ordinance Amending Water Rates and Sanitary Sewer Fee

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



CITY MANAGER'S OFFICE

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

MEMORANDUM

**Date:** August 17, 2023  
**To:** Mayor Goczkowski and Aldermen of the City Council  
**From:** Michael G. Bartholomew, City Manager *MB*  
**Subject:** Engagement of RobbinsDiMonte, Ltd. as Prosecuting Attorneys

---

On June 5, 2023, the City's longtime prosecutor, Ray Bartel, announced his retirement. In response to that, on July 14, 2023, the City issued a Request for Proposals (RFP) for Prosecutorial Services. Five responses were received, and four firms were interviewed on August 15 by a committee of staff comprised of myself and members of the Police Department, Community & Economic Development Department, and General Counsel.

After some deliberation with the committee and in the best interest of the City, I have selected the firm of RobbinsDiMonte to perform prosecutorial services for the City. Attached is a resolution, engagement letter, and their proposal for your review and consideration at the September 5, 2023 City Council Meeting.

**Attachments:**

Resolution R-166-23  
Exhibit A – Engagement Letter  
Exhibit B – Response to RFP from RobbinsDiMonte

**CITY OF DES PLAINES**

**RESOLUTION R - 166 - 23**

**A RESOLUTION APPROVING THE ENGAGEMENT OF ROBBINS DIMONTE LTD. FOR THE PROVISION OF PROSECUTORIAL 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**, upon receiving notice that the City's longtime prosecutor was retiring, the City issued a request for proposals ("*Request for Proposals*") seeking a qualified law firm to provide prosecutorial services for the City ("*Services*"); and

**WHEREAS**, the City received five proposals in response to the Request for Proposals; and

**WHEREAS**, the City evaluated the responses to the Request for Proposals and determined that the proposal submitted by Robbins DiMonte, Ltd ("*Robbins DiMonte*") is the most advantageous to and would best serve the City; and

**WHEREAS**, the City desires to engage Robbins DiMonte in accordance with the engagement letter attached to and made a part of this Resolution as **Exhibit A** ("*Engagement Letter*"); and

**WHEREAS**, the City Council has determined that it is in the best interest of the City and the public to approve the engagement of Robbins DiMonte for the provision of the Services in accordance with the Engagement Letter;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF DES PLAINES, COOK COUNTY, ILLINOIS**, in the exercise of its home rule powers, as follows:

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

**SECTION 2: APPROVAL OF ENGAGEMENT LETTER.** The Engagement Letter with Robbins DiMonte is hereby approved in substantially the form attached to this Resolution as Exhibit A, and in a final form approved by the General Counsel.

**SECTION 3: AUTHORIZATION TO EXECUTE ENGAGEMENT LETTER.** The City Manager and the City Clerk are hereby authorized to execute and seal, on behalf of the City, the final Engagement Letter.

**SECTION 4: EFFECTIVE DATE.** This Resolution shall be in full force and effect upon its passage and approval by a majority of the members of the City Council.

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

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

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

---

**MAYOR**

ATTEST:

Approved as to form:

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**CITY CLERK**

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**Peter M. Friedman, General Counsel**



August 16, 2023

City of Des Plaines  
Attention: Michael G. Bartholomew, City Manager  
1420 Miner Street  
6th Floor  
Des Plaines, Illinois 60016

Re: Robbins DiMonte, Ltd. Engagement to Providing Prosecutorial Services

Dear Mr. Bartholomew:

This letter is to confirm the engagement of Robbins DiMonte, Ltd. (“RDLaw”) to perform Prosecutorial Services for the City of Des Plaines (the “City”). Eric G. Patt will serve as Prosecutor and primary contact for all matters in connection with this engagement. In case of Mr. Patt’s absence, William A. Castle, Teresa A. Minnich, and Jeiel Noh will provide supporting prosecutor services. The scope of our engagement includes all the tasks described under Scope of Services, Pages 1 and 2 for the Request for Proposal dated July 14, 2023.

Upon commencement of this engagement, RDLaw’s legal representation of the City will include performing prosecutorial services in both the City’s Division of Administrative Hearings as well as in the Municipal Division of the Circuit Court of Cook County. Legal services will focus on the prosecution of local ordinance violations including, without limitation, housing; land use and zoning regulations and compliance; construction; business registration and licensing; vehicular ordinance violations (both moving and non-moving); and youth offenses.

RDLaw’s hourly billable rates for all matters described above are \$215 for all attorneys and \$150 for our paralegals, who would be utilized only as needed and appropriate. RDLaw will provide itemized detailed fee and cost statements on a monthly basis for prosecuting services, as incurred. Invoices for legal work, plus costs, will be paid by the City in the same month as received.

The City may terminate RDLaw’s representation at any time, with or without cause, by notifying RDLaw in writing. The City’s termination of RDLaw’s services will not affect its responsibility for payment of legal services rendered and additional charges incurred before termination and in connection with an orderly transition of the matter.

RDLaw will comply with the rules of professional responsibility for the jurisdictions in which it practices, including those relating to the types of conduct or circumstances that require or allow RDLaw to withdraw from representing a client.



City of Des Plaines  
Michael G. Bartholomew, City Manager  
Page 2  
August 16, 2023

Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions. If any of them are unacceptable to you, please advise us as soon as possible.

We look forward to our representation of the City. If you have any questions about the foregoing, do not hesitate to contact me.

Very truly yours,



Eric G. Patt  
Chair, Municipal Law Practice Group

**Chicago**  
180 North LaSalle Street, Suite 3300, Chicago, Illinois 60601  
O: 312.782.9000 | F: 312.782.6690

**Park Ridge**  
216 West Higgins Road, Park Ridge, Illinois 60068  
O: 847.698.9600 | F: 847.698.9623 | F: 847.698.9624

[robbinsdimonte.com](http://robbinsdimonte.com)



**IN RESPONSE TO  
REQUEST FOR PROPOSAL  
FOR  
LEGAL SERVICES-PROSECUTORIAL SERVICES  
SUBMITTED TO  
CITY OF DES PLAINES  
Monday, July 31, 2023**

Submitted By:

**Robbins DiMonte, Ltd.**  
(formerly known as Robbins, Salomon & Patt, Ltd. and DiMonte & Lizak, LLC)

180 N. LaSalle Street, Suite 3300  
Chicago, Illinois 60601  
(312) 782.9000

216 West Higgins Road  
Park Ridge, Illinois 60068  
(847) 698.9600

[robbinsdimonte.com](http://robbinsdimonte.com)



July 31, 2023

**VIA MESSENGER**

City of Des Plaines  
City Clerk  
Attention: City Manager and City Attorney  
1420 Miner Street  
6th Floor  
Des Plaines, Illinois 60016

**Re: Response to Request for Proposal: Legal Services: Prosecutorial Services**

Respondent Name: Robbins DiMonte, Ltd.  
Respondent Address: 180 North LaSalle, Suite 3300  
Chicago, Illinois 60601 (Main Office)

216 West Higgins Road  
Park Ridge, Illinois 60068 (Suburban Office)

Proposal Response Date: 12:00pm (CST), July 31, 2023

Dear City Manager and City Attorney:

The law firm of Robbins DiMonte, Ltd. (“RDLaw”) is pleased to submit its response to the Request for Proposals (“RFP”) to effectively perform Prosecutorial Services for the City of Des Plaines (“City”) as described in the RFP under Scope of Services/Tasks. RDLaw’s response to perform the professional legal services shall be in effect for at least 120 days from the due date on July 31, 2023.

RDLaw, a full-service law firm, has been in existence for over 50 years and is a fixture in the Chicagoland legal community. Our Firm has substantial experience representing home rule and non-home rule municipalities and other units of local government including fire districts, sanitary districts, highway road districts, and townships, as well as business clients who require representation in zoning and other regulatory matters. As prosecutors for various local municipalities, RDLaw has acquired and demonstrated the requisite skills necessary to work with police and fire departments, as well as building, zoning and health department staff to enforce municipal ordinances. We frequently prosecute before both the Circuit Court of Cook County and in municipal adjudications systems. Due to our extensive experience in representing public entities, we are structured to provide cost-efficient legal services to our clients. RDLaw is accustomed to the rigors of municipal and institutional clients and the immediate response required by municipal officers, staff, residents, and business persons attempting to resolve issues and respond to questions.

RDLaw recognizes that prosecutions are an important point of contact between a municipality and its residents, whether through administrative hearings or in circuit courts. How a municipality handles prosecution or ordinance violations can often have political ramifications, particularly when others in the community are affected by a respondent's activities. RDLaw works aggressively to resolve all matters it is assigned as expeditiously as possible while still preserving the rights of all parties and witnesses. We also see prosecution as an opportunity to coordinate with staff to educate respondents regarding compliance, with a goal toward avoiding repeat offenders. RDLaw takes pride in the fact that we can firmly, yet fairly, enforce each municipality's code of ordinances.

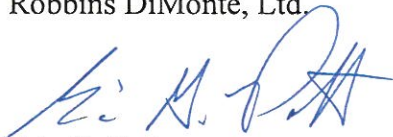
RDLaw currently serves as Village Prosecutor on traffic and certain misdemeanor cases heard in the Circuit Court of Cook County for the Villages of Glenview, Golf, and Lincolnwood. We also assisted in establishing the administrative adjudication programs for the Villages of Glenview and Lincolnwood, and prosecute such cases for the Villages of Glenview, Lincolnwood, Golf, and Northfield.

The enclosures include one (1) original print document of RDLaw's full response in accordance with the RFP requirements.

Our Firm looks forward to a positive response to our RFP submittal and would be delighted to make an oral presentation and answer any questions or provide additional information in support of its response.

Please feel free to contact the undersigned who is a legal representative to sign RFP response on behalf of RDLaw at 847-832-5602 or [epatt@robbinsdimonte.com](mailto:epatt@robbinsdimonte.com).

Yours truly,  
Robbins DiMonte, Ltd.



Eric G. Patt  
Chair, Municipal Law Practice Group

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### **1. Statement of Interest and Qualifications, Mission Statement, and Description of Performance Style**

RDLaw is very interested in the role of providing prosecutorial services. We are highly recognized as a full-service, business, and civil law firm with a local governmental practice group. This separates us from other law firms that represent units of local government, and we believe it to be greatly beneficial to the City and to our existing municipal clients. We also are interested in the role for RDLaw's depth and breadth in a myriad of practices gives us a level of experience that firms focusing solely on one area of law cannot provide in the most efficient manner to meet the City's day-to-day business goals.

RDLaw is proud of its long-standing, extensive and distinguished history of representing municipalities and other public entities, privately-owned businesses, financial institutions, corporate entities, municipalities, other public bodies, real estate owners and developers, contractors, sureties, healthcare practices, non-profit organizations, and individuals. Our primary practice groups include municipal law, business transactions, banking and finance, litigation, real estate, labor and employment, trusts and estates, construction law, surety and fidelity law, creditors' rights and bankruptcy, taxation, health care, elder law and medicaid planning, and personal injury. We also provide a multitude of legal services related to our primary practice groups.

Our highly experienced attorneys and dedicated support staff work seamlessly together across practice groups as an integrated team to provide the legal services necessary to generate exceptional results for units of local government, middle client markets, and small businesses located throughout the Illinois and Midwest area. We seek to efficiently handle the most routine to complex transactions while providing skilled counsel throughout all stages of each matter.

With comprehensive knowledge and practical experience extending across nearly every area of business and civil law, RDLaw takes pride in the role as a trusted advisor and strategic partner for its clients. We recognize that our clients face unique challenges and risks associated with diverse business transactions and disputes. We stand ready to resolve those situations reflecting clients' values, risk profiles, legal and business objectives, and short and long-term priorities. We collaborate with our clients to earn their business every day. We do this by fostering mutual trust, remaining loyal to our clients, and consistently putting our clients' best interests first.

RDLaw currently has over 40 attorneys who are licensed to practice in Illinois and several other states, as well as in the United States District Courts, the United States Courts of Appeals, and the United States Supreme Court. Many of our attorneys have long-standing careers with the Firm. This stability allows our lawyers to develop a thorough understanding of each client's particular needs. Similarly, many of the Firm's clients have used our services for decades, often with RDLaw representing multiple generations.

Our Firm has worked with our municipal clients, both home rule and non-home rule, to develop and implement administrative adjudication programs, and have assisted in the creation of a municipal partnering initiative, allowing units of local governments to leverage purchasing power and economies of scale. In addition to RDLaw's ability to provide excellent service that a "dedicated" firm could provide, we have the ability to go deeper, and to provide specialized services – at our municipal billing rates – that are outside of the typical context of municipal law when such needs arise, obviating the need for the City to further outsource such services at higher rates.

As legal advisors to various local governmental entities, we are accustomed to the immediate response required by municipal officers, staff, residents, and businesspersons attempting to resolve issues and respond to questions. Our attorneys are available and accessible, and telephone and emails are returned promptly. We take pride in the fact that our ability to communicate effectively with all levels of municipal government, which has been sharpened after many years of practice.

RDLaw also believes the most effective way to represent its municipal clients is to develop relationships with elected officials and staff at all levels. We regularly participate in, and frequently lead teams of providers, consultants, and other professionals on multi-discipline projects in which the ability to communicate across all lines is crucial. Our clients appreciate the direct and objective review of issues that we provide them, and the fact that when there are different ways of addressing problems, we present a detailed explanation of available options with a cost/benefit analysis of each.

The Firm has a chief executive officer, a president, an executive committee, and a host of sub-committees that oversee various internal and operational issues. RDLaw has two locations including our main office located at 180 North LaSalle Street, Suite 3300, Chicago, Illinois 60601, and one suburban office located at 216 West Higgins Road, Park Ridge, Illinois 60068. In addition to the Firm's attorneys, we employ 10 paralegals, two law clerks, and 30 full-time support staff. Our Firm website is [www.robbinsdimonte.com](http://www.robbinsdimonte.com).

RDLaw prides itself on providing unparalleled representation and counsel to its clients. Our pledge to our clients is to treat each assignment, no matter how big or how small, with a high standard to which we are dedicated and our clients deserve.

## **2. Attorney Name and Resume Who Will Act as the Prosecutor**

The Firm's significant experience representing both public and private sector clients places RDLaw in an ideal position to provide a business approach to municipal issues, while maintaining sensitivity to the paramount importance of maintaining the public trust. The Firm also takes a team approach to serving its clients, and the diverse skill sets of its attorneys provide unique opportunities to approach the different challenges a municipality may face.

Eric G. Patt will serve as Prosecutor and primary contact for all City matters.

**Resume for Eric G. Patt, Shareholder**

Eric G. Patt is RDLaw’s Chair of Municipal Law Practice Group and is actively involved in the Firm’s municipal client representation. Mr. Patt was admitted to the Illinois bar in 1990 and is also a member of the Trial Bar of the U.S. District Court, Northern District of Illinois, and the U.S. Court of Appeals, Seventh Circuit. He graduated from Indiana University (B.S. 1987) and Chicago-Kent College of Law (J.D., with honors, 1990). For more than 30 years, Mr. Patt has focused his practice on municipal law, representing several units of local government in the Chicago area, as well as civil litigation and insurance law. His municipal practice includes those specific areas as above described, which are incorporated in this paragraph by reference as if stated in full. In addition to attending regular meetings and executive sessions with his clients’ councils, Mr. Patt has advised plan commissions, zoning boards, and boards of fire and police commissioners, and has extensive experience advising governmental clients concerning municipal joint purchasing initiatives and the interpretation of the Open Meetings Act and the Freedom of Information Act. He has also helped several municipalities develop and implement their administrative adjudication programs.

Mr. Patt has conducted numerous bench and jury trials in both state and federal court, and has significant appellate experience. He has co-authored articles about municipal representation for the Illinois Municipal Review and the Illinois Institute for Continuing Legal Education (IICLE). Mr. Patt is the author of “Chapter 9: Representing a Home Rule Municipality” for IICLE’s *Municipal Law: Contracts, Litigation, and Home Rule, 2020 Edition*.

**3. Resumes for Each Attorney Who will Work on behalf of the City and the Role Each will Perform**

In case of Mr. Patt’s absence in connection with the scope of services/tasks described in the RFP, William A. Castle, Teresa A. Minnich, and Jeiel Noh will provide supporting prosecutor services. Following are the attorneys’ resumes.

**Resume for William A. Castle, Shareholder**

William A. Castle was admitted to the Illinois Bar in 2006. Mr. Castle graduated from Marquette University (B.A., 2003) and from Chicago-Kent College of Law in 2006. He practices in the areas of commercial litigation, employment, municipal law, and creditors’ rights and bankruptcy. Mr. Castle has successfully represented clients in all stages of litigation and arbitration, including state-mandated and private arbitrations, administrative hearings, bench and jury trials and post-judgment enforcement. He also represents units of local government with respect to the prosecution of ordinance violations and related offenses, as well as administrative hearings. He has been doing so since 2010.



### **Resume for Teresa A. Minnich, Shareholder**

Teresa A. Minnich was admitted to the Illinois Bar in 2009. Ms. Minnich graduated from College of Saint Benedict (B.A., 2004) and from Chicago-Kent College of Law in 2009. As a member of the Firm's litigation team, she represents individuals, business owners, and business entities in a variety of civil disputes, including: alleged employment violations, estate and trust litigation, business disputes arising from breach of contract, breach of promissory note litigation, restrictive covenants, breach of fiduciary duty, and defamation. Ms. Minnich also represents units of local government with respect to civil litigation, the prosecution of ordinance violations and related offenses, as well as administrative hearings. She has been doing so since 2015. Ms. Minnich is currently Co-Chair of RDLaw's Litigation Practice Group.

### **Resume for Jeiel Noh, Associate Attorney**

Jeiel Noh was admitted to the Illinois Bar in 2020. Mr. Noh graduated from the University of Connecticut (B.S., 2016) and from Chicago-Kent College of Law in 2020. He represents businesses and individuals in commercial litigation and disputes, including creditors' rights, collections & bankruptcy, real estate, trusts and estates, and labor and employment matters in the state and federal courts. Mr. Noh has experience handling all aspects of litigation including investigations, pleadings, discovery, pre-trial matters, trial, and if appropriate, settlements. He further has experience in counseling clients by thoroughly conducting legal research and preparing memoranda related to compliance issues, risk assessment, or commercial disputes.

#### **4. Summary Describing Firm Prosecutorial Services with Municipal Clients Including Key Representative Matters**

RDLaw has a wealth of experience in providing services related to prosecution and the administrative adjudication process. Since 1976, our Firm has served as the Village Prosecutor for Glenview. In this capacity, our firm has been actively involved in all aspects of traffic matters, youth offenses, housing, land use, and construction matters, and certain misdemeanor cases heard in the Circuit Court of Cook County. We have also served in this role for Villages of Golf and Lincolnwood for many years. In addition, RDLaw prosecutes administrative adjudication cases for the Villages of Glenview, Lincolnwood, and Northfield. We also assisted in establishing the administrative adjudication programs for the Villages of Glenview and Lincolnwood, and prosecute such cases for the Villages of Glenview, Lincolnwood, Golf, and Northfield.

Our Firm routinely advises our governmental clients with respect to liquor and business issues, including the nature of various classifications of licenses, ordinance violations, suspension and prosecution, revocation and other discipline. We are very familiar with the state licensure laws and with the workings of local codes concerning both liquor and business licenses.

RDLaw regularly attends meetings of our municipal clients including boards of trustees, plan commissions, zoning boards of appeals and other boards and commissions. We are quite familiar with rules and procedures governing meetings of such bodies.

Based on this experience, as well as our experience litigating a wide variety of matters in the Circuit Court of Lake County, RDLaw is uniquely qualified to provide Prosecutorial services to the City.

**Key Representative Matters**

**Village of Glenview**

RDLaw has served as Village Prosecutor for the Village of Glenview, a home rule community, since 1976. During that time, our Firm has handled every aspect of local prosecutorial services for Glenview. As Prosecutor, we have worked with police command staff and Village management to develop and adopt local traffic codes. In addition, we have helped Glenview develop policies geared toward discouraging repeat offenders among underage drivers.

RDLaw assisted Glenview in developing and implementing its municipal joint purchasing program and its administrative adjudication program, and has handled Glenview's general litigation, insurance defense litigation, administrative hearings, traffic and building and zoning prosecution calls, and appeals from administrative decisions, including those by the Board of Fire and Police Commissioners ("BFPC").

**Village of Lincolnwood**

Since 2005, the Firm has served as Special Counsel and Village Prosecutor for the Village of Lincolnwood, a home rule community. Services provided include representation in traffic and building and zoning prosecution calls, as well as administrative proceedings. Additional services periodically provided by RDLaw include review and negotiation of contracts, redevelopment, preparation of proposed ordinances, and litigation in the Circuit Court of Cook County.

**Village of Golf**

RDLaw has served as Special Counsel and Village Prosecutor for the Village of Golf, a home rule community, since 2001. During that time, our Firm has handled every aspect of local prosecutorial services for Golf. Additional services periodically provided by RDLaw include preparation of proposed ordinances, and representing Golf in administrative hearings, appeals from administrative decisions, and other litigation in the Circuit Court of Cook County.

**5. Summary Describing Firm and the Nature of Firm's Previous and Current Experience with Municipal Clients in Cook County or Surrounding Communities Including Key Representative Matters**

As legal counsel to a myriad of public bodies, RDLaw has demonstrated the requisite skills necessary to guide and advise local communities through legal complexities of their day-to-day operations. Our municipal experience is comprehensive, with proven results. The Firm practices extensively in the following areas in representing municipal entities.

1. General Municipal Law. As counsel to our governmental clients, we are actively involved in all aspects of municipal work including business regulations and business operations matters. We review and draft ordinances and resolutions including building zoning, property maintenance, business registration and licensing, animal control, parking, red-light camera provisions, among others. Also, we ensure compliance with the Open Meetings Act, the Freedom of Information Act, the Municipal Code, the Gift Ban Act, and other ethics laws, conflicts of interests and ordinances, draft and negotiate contracts, including, without limitation, intergovernmental agreements, redevelopment agreements, annexation agreements, construction contracts, professional services agreements, employment agreements, vendor contracts, parliamentarian's concerns, among others. We render advice and consultation to various municipal departments including, without limitation, Police, Fire, Building & Planning, Public Works, and Finance. We also represent and counsel Local Liquor Control Commissioners. Additionally, we keep apprised of new county, state, and federal legislation and routinely attend meetings for our clients' governing bodies, appointed committees and commissions, department heads, and staff.

2. Land Use Law, Development, and Zoning. We routinely represent municipal plan commissions, zoning boards, joint review boards, and other advisory bodies involved in the land use process. We advise department heads and staff as to the application of state and local law applicable to pending projects. Additionally, our attorneys often represent private entities seeking zoning and other land use relief from units of government, which places us in a unique position of being able to view and analyze substantive issues from the standpoints of the municipality, the entity seeking relief, and the public. We are well versed in the areas of economic and infrastructure development, including tax increment financing, business district development, special service areas, sales tax sharing agreements, and property tax abatements.

3. Litigation. RDLaw has an extensive trial and appellate practice. We have been involved in litigation, both as plaintiff and defense counsel, at the trial court, appellate court (state and federal), and Illinois Supreme Court levels. Contested litigation matters involving local governmental entities have included zoning cases, injunctions (emergency and non-emergency), declaratory judgments, contract disputes, administrative review actions (at the local hearing, trial court, and appellate levels), referenda, annexation matters, eminent domain proceedings, defense of real estate tax objections cases, Open Meetings Act litigation, intergovernmental litigation, signage litigation, special assessment litigation, and class action, civil rights, and personal injury lawsuits in which a municipality is a defendant. RDLaw prosecutes local ordinance violations, traffic offenses and certain misdemeanors on behalf of our municipal clients. On behalf of our municipal clients, we regularly litigate before a variety of administrative tribunals, including Liquor Commissions, Boards of Fire and Police Commissioners, and Administrative Law Judges, as well as in the Circuit Courts of Cook, Lake, DuPage, and Will Counties, and the U.S. District Court for the Northern District of Illinois.

4. Public Safety: Fire and Police Departments. We have comprehensive knowledge of the Illinois Fire and Police Commissioners Act and extensive experience representing municipal clients' Board of Fire and Police Commissioners. Our experienced attorneys handle legal services in the areas of discipline, collective bargaining, employment and labor issues, and litigation, as

well as drafting and developing rules and regulations for Police and Fire Departments. We also work closely with Police and Fire command staff, and regularly provide counsel and advise on matters regarding the Freedom of Information Act and Open Meetings Act, professional service contracts, procedures, rules and regulations, and other related matters.

5. Intergovernmental Agreements and Shared Services. We have a thorough knowledge of intergovernmental cooperation under the Illinois Constitution and the Intergovernmental Cooperation Act, and we have drafted and negotiated hundreds of intergovernmental agreements concerning various shared services and joint exercise of powers, privileges, and authority.

### *Key Representative Matters*

#### Village of Woodridge

RDLaw has served as Village Attorney for the Village of Woodridge, a home rule community, since 2018. In that capacity, our Firm is actively involved in all aspects of municipal transactions and governance, including advice and consultation regarding land use, economic development, TIF districts, property acquisition, business districts, zoning, and related matters for the Board of Trustees and the Plan Commission. In addition, RDLaw represents Woodridge's Local Liquor Control Commissioner, as well as the Board of Police Commissioners ("BOPC"). For the BOPC, we assist in development and enforcement of Rules and Regulations, represent the BOPC at meetings when needed, as well as disciplinary hearings, and court cases involving appeals from disciplinary decisions.

We work with Woodridge staff to prepare, review, and negotiate most Woodridge contracts, and represent Woodridge's interests on a variety of issues. RDLaw reviews and revises ordinances and resolutions, assists with responses to Freedom of Information Act requests, ensures compliance with the Open Meetings Act and ethics laws, and advises on public contract procurement issues. We provide advice and consultation to various Woodridge departments, including Community Development, Public Works, Finance, and Police. We attend all Board of Trustees meetings, as well as various commission meetings when necessary.

#### Village of Glenview

From 1986-2019, RDLaw served as Village Attorney for Glenview. In that capacity, our Firm was actively involved in all aspects of municipal transactions and governance, including advice and consultation regarding land use, economic development, TIF districts, business improvement districts, zoning, and related matters for the Board of Trustees, the Plan Commission, the Zoning Board of Appeals, and the Appearance Commission. In addition, we represented Glenview's Local Liquor Control Commissioner, as well as the BFPC. For the BFPC, we assisted in developing, drafting and implementing updated Rules and Regulations, represented the BFPC at meetings, disciplinary hearings, and in court cases involving appeals from disciplinary decisions. We continue to serve as Special Counsel, as well as Prosecutor, for Glenview.

We frequently prepared, reviewed, and participated in the negotiations regarding most Glenview contracts, including: redevelopment agreements, intergovernmental agreements, annexation agreements, private utility water supply agreements, utility and cable franchise agreements, telecommunications agreements, real estate contracts, and leases. We drafted ordinances and resolutions, assist with responses to Freedom of Information Act requests, ensure compliance with the Open Meetings Act and ethics laws, prepare special service area financing documents, and advise on public contract procurement issues. RDLaw provided advice and consultation to various Glenview departments, including Community Development, Public Works, Administrative Services, Police, and Fire. We attended all Board of Trustees meetings, as well as various commission meetings when necessary.

#### Village of Kenilworth

In 2016, RDLaw served as special counsel for the Village of Kenilworth, a non-home rule community, providing a legal opinion relating to the Village's Police Pension Fund, as well as reviewing and revising an intergovernmental agreement between the Village and the Metropolitan Water Reclamation District concerning a sewer separation project. In 2018, RDLaw again provided special counsel services to the Village, assisting Chief Miller and the Police Department with an indemnity agreement for a part-time police officer.

#### Village of Libertyville

In 2017, RDLaw served as special counsel for the Village of Libertyville, a non-home rule community. Our Firm's representation involved reviewing and analyzing Village current ordinances, rules, and regulations concerning work performed by utilities in public rights-of-way, as well as recommendations and drafting an ordinance for the same.

#### Village of Wilmette

In 2022-23, RDLaw served as special counsel for the Village of Wilmette, a home rule community. Our Firm's representation involved resolving a dispute with a property owner that refused to comply with Village building codes and would not allow an inspection of the subject premises.

#### Other Key Units of Local Government

From 2003-2020, RDLaw was the attorney for Northfield Township. In 2012, we were appointed general counsel to Glenbrook Sanitary District. We also handled civil litigation matters for these non-home rule governmental entities and have provided general legal counsel services and attended regular and special board of trustees' meetings.

In addition, RDLaw has performed legal services as special counsel on a variety of matters for the Villages of Oak Park, Hawthorn Woods, the City of Evanston, and many others. Services for those matters included reviewing and negotiating contracts, redevelopment,

administrative proceedings, preparation of proposed ordinances, and litigation at both the trial and appellate levels.

## **6. List of Illinois Municipal Clients, Including Primary Contact and Type of Service**

### **1. Village of Woodridge**

Contact: Al Stonitsch, Village Administrator: (630) 719.4707  
Services Performed: Village Attorney

### **2. Village of Glenview**

Contact: Michael Jenny, Village President: (847) 904.4370  
Services Performed: Village Prosecutor and Special Counsel

### **3. Village of Lincolnwood**

Contact: Anne Marie Gaura, Village Manager: (847) 745.4717  
Services Performed: Village Prosecutor and Special Counsel

### **4. Glenbrook Sanitary District**

Carmen Dutack, President: (847) 272.9248  
Services performed: District Attorney

### **5. Village of Golf**

Contact: Michelle Shapiro, Village Administrator: (847) 998.8852  
Services Performed: Village Prosecutor and Special Counsel

## **7. Cost Proposal**

RDLaw's proposed hourly billable rates for all matters described under scope of services/tasks in the RFP are \$215 for all attorneys (regardless of discipline) and \$150 for our paralegals who would be utilized only as needed and appropriate. Hours are billed in one-tenth (0.1) increments. If the City prefers, we are open to discussing a monthly retainer arrangement.

Unique expenses, including certain pre-approved third-party vendors and out-of-pocket costs, such as filing and recording fees, are billed as incurred and are not subject to mark-up. RDLaw does not separately bill for travel time, and does not bill its clients for general overhead expenses such as costs associated with mailing, long distance telephone calls, facsimile transmissions, photocopying, and legal research services such as Westlaw. Also, included in the hourly rate are telephone and in-person inquiries from defense attorneys regarding cases.

RDLaw will avoid over-staffing matters, shifting assigned personnel except when necessary, avoid billing for learning time, avoid non-essential internal conferences, and avoid routinely abstracting unnecessary documentation. The controlled size of our municipal client base allows us to provide prompt, focused, and accurate advice, while our experience allows us to provide that advice in a cost-effective manner. Further, RDLaw has technologically integrated our attorney communications systems so that clients may reach attorneys wherever they may be. Attorneys also have remote access to all files, providing greater efficiency when working away from the office. These technological efficiencies, coupled with the experience of our attorneys and staff, and the backing of the firm, ensure that RDLaw has more than sufficient capacity to handle the City's needs, based on current workload commitments.

RDLaw's commitment is to provide the City with high quality, cost-effective and timely legal services. We seek to assist the City in obtaining its objectives and will approach this engagement with a great sense of purpose and passion.

## **8. Three Client References that Eric G. Patt has Provided Legal Services**

### **1. Village of Glenview**

2500 East Lake Avenue, Glenview, IL 60026

Contact: Michael Jenny, Village President: 847.904.4370

Services Performed: Village Prosecutor and Special Counsel

### **2. Village of Lincolnwood**

6900 North Lincoln Avenue, Lincolnwood, IL 60712

Contact: Anne Marie Gaura, Village Manager: 847.745.4717

Services Performed: Village Prosecutor and Special Counsel

### **3. Village of Woodridge**

5 Plaza Drive, Woodridge, IL 60517

Contact: Al Stonitsch, Village Administrator: 630.719.4707

Services Performed: Village Attorney

## **9. Proof of Current Malpractice Insurance Coverage: Exhibit A**

RDLaw's proof of current malpractice insurance coverage is enclosed as Exhibit A.

### **10. Statement of Exceptions to the RFP**

By executing this RFP, we certify that there are no exceptions that might affect RDLaw's ability to represent the City.

### **11. Conflicts**

RDLaw certifies that there are no actual or potential conflicts of interest that might affect the firm's ability to represent the City.

### **12. Sample Engagement Letter: Exhibit B**

Please see Exhibit B, attached hereto.



**Exhibit A: Malpractice Insurance Coverage**



# MINNESOTA LAWYERS MUTUAL

INSURANCE COMPANY

333 South Seventh Street, Suite 2200  
Minneapolis, MN 55402  
Phone: (612) 341-4530 || Fax: (800) 305-1510

Policy Number: 17478 20

## DECLARATIONS LAWYERS PROFESSIONAL LIABILITY POLICY CLAIMS-MADE and REPORTED

THIS IS A CLAIMS-MADE AND REPORTED POLICY. IT APPLIES ONLY TO THOSE CLAIMS THAT ARE BOTH FIRST MADE AGAINST THE INSURED AND REPORTED IN WRITING TO MINNESOTA LAWYERS MUTUAL INSURANCE COMPANY ACCORDING TO THE NOTICE OF CLAIMS AND DISCIPLINARY PROCEEDINGS SECTION AND THE NOTICE OF POTENTIAL CLAIMS SECTION. PLEASE CAREFULLY REVIEW THIS POLICY IN ITS ENTIRETY.

<b>Item 1. Named Insured:</b> Robbins DiMonte, Ltd. <b>Address:</b> 180 N La Salle St Ste 3300 Chicago, IL 60601			
<b>Item 2. Policy Period</b>	<b>Effective Date:</b> 1/1/2023	<b>to</b>	<b>Expiration Date:</b> 1/1/2024 12:01 a.m. at the address of the Named Insured in Item 1.
<b>Item 3. Limits of Liability:</b>	\$10,000,000	<b>Per Claim</b>	
	\$10,000,000	<b>Aggregate</b>	
<b>Item 4. Deductible:</b>	\$50,000	<b>Per Claim</b>	
<b>Item 5. Knowledge Date:</b> 2/1/2004			
<b>Item 6. Premium:</b> \$376,600		<b>Number of Lawyers:</b> 51	
<b>Item 7. Forms and Endorsements:</b> MLM-0019 (01-22) Prior Acts Retroactive Date Endorsement, MLM-0048 (01-22) Specific Entity Exclusion Endorsement, MLM-0067 (01-22) Title Insurance Agency Endorsement, MLM-0208 (01-22) Illinois Changes Endorsement, MLM-2000 (01-22) COVERAGE FORM			

**Item 8. Notice**  
The Insured shall give written notice of CLAIMS, DISCIPLINARY PROCEEDINGS, and/or POTENTIAL CLAIMS to: Minnesota Lawyers Mutual Insurance Company online at: [www.mlmins.com/insurance/claims-reporting](http://www.mlmins.com/insurance/claims-reporting); OR Minnesota Lawyers Mutual Insurance Company || 333 South Seventh Street, Suite 2200 || Minneapolis, MN 55402

In witness whereof, Minnesota Lawyers Mutual Insurance Company has caused this policy to be signed by its President and Secretary and countersigned by a duly authorized agent of the Company.

MINNESOTA LAWYERS MUTUAL INSURANCE COMPANY

Roger Fellows, Secretary

Lorna Starr, Authorized Agent

Paul Ablan, President

**Exhibit B: Sample Engagement Letter**



July 31, 2023

City of Des Plaines  
City Clerk  
Attention: City Manager and City Attorney  
1420 Miner Street  
6th Floor  
Des Plaines, Illinois 60016

Re: Robbins DiMonte, Ltd. Engagement to Providing Prosecutorial Services

Dear City Manager and City Attorney:

This letter is to confirm the engagement of Robbins DiMonte, Ltd. (“RDLaw”) to perform Prosecutorial Services for the City of Des Plaines (the “City”). Eric G. Patt will serve as Prosecutor and primary contact for all matters in connection to this engagement. In case of Mr. Patt’s absence, William A. Castle, Teresa A. Minnich, and Jeiel Noh will provide supporting prosecutor services. The scope of our engagement includes all the tasks described under Scope of Services, Pages 1 and 2 for the RFP.

Upon selection for this engagement, RDLaw’s legal representation of the City will include performing prosecutorial services in both the City’s Division of Administrative Hearings as well as in the Municipal Division of the Cook County Circuit Court. Legal services will focus on the prosecution of local ordinance violations including, without limitation, vehicular ordinance violations (both moving and non-moving); housing; land use and zoning regulations and compliance; construction; business registration and licensing; and youth offenses.

RDLaw’s hourly billable rates for all matters described above are \$215 for all attorneys (regardless of discipline) and \$150 for our paralegals who would be utilized only as needed and appropriate. RDLaw will provide itemized detailed fee and cost statements on a monthly basis for prosecuting services, as incurred. Invoices for legal work, plus costs, will be paid by the City in the same month as received.

The City may terminate RDLaw’s representation at any time, with or without cause, by notifying RDLaw in writing. The City’s termination of RDLaw’s services will not affect its responsibility for payment of legal services rendered and additional charges incurred before termination and in connection with an orderly transition of the matter.

RDLaw will comply with the rules of professional responsibility for the jurisdictions in which it practices, including those relating to the types of conduct or circumstances that require or allow RDLaw to withdraw from representing a client.

City of Des Plaines  
City Manager and City Attorney  
Page 2  
July 31, 2023

Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions. If any of them are unacceptable to you, please advise us as soon as possible.

We look forward to our representation of the City. If you have any questions about the foregoing, do not hesitate to contact me.

Very truly yours,

Eric G. Patt

Chair, Municipal Law Practice Group

**Chicago**  
180 North LaSalle Street, Suite 3300, Chicago, Illinois 60601  
O: 312.782.9000 | F: 312.782.6690

**Park Ridge**  
216 West Higgins Road, Park Ridge, Illinois 60068  
O: 847.698.9600 | F: 847.698.9623 | F: 847.698.9624

[robbinsdimonte.com](http://robbinsdimonte.com)