



VIRTUAL CITY COUNCIL MEETING

Monday, February 1, 2021

Regular Session – 7:00 p.m.

As the City of Des Plaines continues to follow social distancing requirements along with Governor Pritzker's Executive Orders and mandated mitigation restrictions, the City Council Meeting on Monday, February 1, 2021 will be held virtually beginning at 7:00 p.m.

The meeting will be live-streamed via: <http://desplaines.org/accessdesplaines> and played on DPTV Channel 17. The meeting may also be viewed in person at City Hall in the Council Chambers. However, pursuant to the current state-wide executive orders, no more than 10 people (including City staff) can be in the Council Chambers at one time during the meeting. Therefore, the City encourages residents and interested parties to participate in the meeting by watching the live-stream or by submitting written public comments in advance of the meeting. Public comment can be taken during the meeting for those that choose to be physically present, those that follow the instructions below to participate virtually, or by submitting public comments by e-mail to publiccomments@desplaines.org.

Public comments received by 5 p.m., Monday, February 1, 2021 will be distributed to City Council members prior to the Council meeting. Please indicate if you wish to have your comment read at the meeting. Public comments read at the meeting are limited to 200 words or less. Public comments should be e-mailed and contain the following information:

- In the subject line, identify "City Council Meeting Public Comment"
- Name
- Address (optional)
- City
- Phone (optional)
- Organization, agency representing, if applicable
- Topic or agenda item number of interest

If you would like to provide live public comment during the virtual meeting, please send your request to publiccomments@desplaines.org and you will be sent a link with additional information to join the meeting.

All e-mails received will be acknowledged. Individuals with no access to e-mail may leave a message with the City Clerk's Office at 847-391-5311.

The City of Des Plaines remains united in ensuring the safety and health of our community and our employees. To protect the public and staff, the City will continue to provide only essential functions and services during the Governor's Stay-at-Home Order. The City urges residents and businesses to comply with the Order. If residents must leave their home, it is very important to practice social distancing and keep at least six feet between others. For a list of services and additional information during this time, please visit www.desplaines.org. The City encourages individuals to sign up for its e-news for important information from the City and its government partners, including State and Federal authorities. The City updates its website and posts on social media daily. To sign up for electronic newsletters, please visit <https://www.desplaines.org/mycity/>.



CITY COUNCIL AGENDA

Monday, February 1, 2021

Regular Session – 7:00 p.m.

Via Zoom Video Conference

publiccomments@desplaines.org

CALL TO ORDER

REGULAR SESSION

ROLL CALL

PRAYER

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT – publiccomments@desplaines.org

ALDERMEN ANNOUNCEMENTS/COMMENTS

MAYORAL ANNOUNCEMENTS/COMMENTS

Motion to Extend Declaration of Civil Emergency

CITY CLERK ANNOUNCEMENTS/COMMENTS

MANAGER'S REPORT

CITY ATTORNEY/GENERAL COUNSEL REPORT

*CITY ATTORNEY'S DEADLINE – 1/13/2021**

CITY MANAGER'S DEADLINE – 1/21/2021

**early deadline*

CONSENT AGENDA

1. **RESOLUTION R-27-21:** Award the 2021-2023 Landscape Maintenance for City-Owned Greenspace Contract to Beary Landscaping, Inc., Des Plaines, Illinois in the following amounts: 2021: \$186,470; 2022: \$189,346; and 2023: \$192,268 with Additional Labor Cost as Needed at \$30/hour per Budgeted Funding. Budgeted Funds – Street Maintenance/Miscellaneous Contractual Services.
2. **RESOLUTION R-28-21:** Approve the Purchase of a Ford F-350 Pick-Up Truck Through Suburban Purchasing Cooperative Contract #180 from Roesch Ford, Bensenville, Illinois in the Amount of \$45,572. Budgeted Funds – Vehicle Replacement.
3. **RESOLUTION R-29-21:** Waiving Competitive Bidding Requirements and Approving the Purchase of a Sewer Line Rapid Assessment Tool (SL-RAT) from Sole Source Provider InfoSense, Inc., Charlotte, NC in the Amount of \$26,430. Budgeted Funds – Sewer System Equipment.
4. **ORDINANCE M-2-21:** Prohibiting the Use of Groundwater as a Potable Water Supply by the Installation or Use of Potable Water Supply Wells or By Any Other Method at 800 S. Elmhurst Road in the City of Des Plaines
5. **RESOLUTION R-33-21:** Approving an Agreement with K.L.F. Enterprises, Inc. for Demolition Work in the Des Plaines River Floodway in the Amount of \$230,775.00. Budgeted Funds – Grant Funded Projects Through the Reimbursable Grant Agreement.
6. **RESOLUTION R-34-21:** Approving Task Order No. 8 with Trotter and Associates, St. Charles, Illinois in the Amount of \$45,000 for Improvements Related to the Maple Street Pump Station. Budgeted Funds – Water Fund/Professional Services.
7. **SECOND READING - ORDINANCE M-1-21:** Amending Title 10 of the Des Plaines City Code Regarding the Backflow Administrative Fee
8. Minutes/Regular Meeting – January 19, 2021

UNFINISHED BUSINESS

n/a

NEW BUSINESS

1. FINANCE & ADMINISTRATION – Alderman Malcolm Chester, Chair
 - a. Warrant Register in the Amount of \$5,439,041.19 – **RESOLUTION R-30-21**
2. COMMUNITY DEVELOPMENT – Alderman Denise Rodd, Chair
 - a. Consideration of a Resolution in Support of a 7c Cook County Tax Incentive Renewal for The Oaks Shopping Center – Butera Market, 1517 Lee Street – **RESOLUTION R-31-21**
 - b. Consideration of a Text Amendment to the Zoning Ordinance to Increase the Allowable Area for Office Uses in the C-4, Regional Shopping District – **ORDINANCE Z-28-21**
 - c. Consideration of Major Variations at 1415 Redeker Road – **ORDINANCE Z-29-21**

- d. Consideration of Tentative Plat of Subdivision and Major Variations at 10 S. River Road – **ORDINANCE Z-30-21**
- 3. **LEGAL & LICENSING** – Alderman Carla Brookman, Chair
 - a. Discussion Regarding Red Speed Cameras
- 4. **COMMUNITY SERVICES** – Alderman Andrew Goczkowski, Chair
 - a. Agreement with the Des Plaines History Center Regarding Funding of the Historical Society in the Amount of \$50,000 – **RESOLUTION R-32-21**

OTHER MAYOR/ALDERMEN COMMENTS FOR THE GOOD OF THE ORDER

ADJOURNMENT

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



**PUBLIC WORKS AND
ENGINEERING DEPARTMENT**

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

MEMORANDUM

Date: January 20, 2021

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: Bid Award - 2021-2023 Landscape Maintenance for City Owned Greenspace

Issue: Four bids for the 2021-2023 Landscape Maintenance for City Owned Greenspace were opened by the City Clerk on December 30, 2020.

Analysis: The Public Works and Engineering Department annually budgets \$200,000 in funding for contractual landscape maintenance services for City maintained properties. The 2021 approved budget includes this funding. The bid specifications for this contract include general landscape maintenance of over 173 locations throughout the City consisting of: debris removal, mowing, shrub pruning, mulch installation, and spring/fall clean-ups with an hourly rate for additional labor costs as needed. The bid includes pricing per location with an estimated 37 cuts per season with the successful bidder only being paid for actual services completed and multiple annual and perennial planting and maintenance locations. Bid results are listed below:

Company	2021-2023 Landscape Maintenance Total Cost	2021-2023 Hourly Rate for Additional Services
Beary Landscaping	\$568,084.00	\$30.00
City Escape Garden & Design, LLC	\$574,575.95	\$32.50
Fleck's Landscaping	\$882,987.00	No price submitted
Apex Landscaping	\$1,067,603.00	\$46

Recommendation: We recommend award of the 2021-2023 Landscape Maintenance for City Owned Greenspace contract to Beary Landscaping, Inc., 1308 Rand Road, Des Plaines, IL, 60016 in the 2021 amount of \$186,470; 2022 amount of \$189,346; 2023 amount of \$192,268 with additional labor cost as needed (at the hourly rate of \$30 per hour) per budgeted funding. Source of funding for

this contract will be the Street Maintenance Miscellaneous Contractual Services account (100-50-530-000-0000.6195).

Attachments:

Resolution R-27-21

Exhibit A – Beary Landscaping, Inc. Contract

CITY OF DES PLAINES

RESOLUTION R - 27 - 21

A RESOLUTION APPROVING AN AGREEMENT WITH BEARY LANDSCAPING, INC. FOR LANDSCAPE MAINTENANCE FOR CITY-OWNED GREENSPACE.

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 sufficient funds in the Street Maintenance Miscellaneous Contractual Services account for the maintenance of landscaping on City-owned greenspace ("*Work*"); and

WHEREAS, pursuant to Chapter Ten of Title One of the of the City of Des Plaines City Code ("*City Code*") and the City's purchasing policy, City staff solicited bids for the procurement of the Work for a three-year term; and

WHEREAS, the City received four bids, which were opened on December 30, 2020; and

WHEREAS, Beary Landscaping, Inc. ("*Contractor*") submitted the lowest responsible bid in a total not-to-exceed amount of \$568,084.00 with additional labor costs at the hourly rate of \$30.00; and

WHEREAS, the City desires to enter into an agreement with Contractor for the performance of Work in the amount of \$568,084.00 with additional labor costs billed at \$30.00 per hour ("*Agreement*"); and

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

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

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

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

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

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

PASSED this ___ day of _____, 2021.

APPROVED this ___ day of _____, 2021.

VOTE: AYES _____ NAYS _____ ABSENT _____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Contract with Beary Landscaping Inc for Landscape Maintenance for City Maintained Greenspace

CITY OF DES PLAINES

CONTRACT FOR

2020-2023 Landscape Maintenance for City Maintained Greenspace

Full Name of Bidder Beary Landscape Management ("Bidder")
Principal Office Address 15001 159th Street Lockport IL 60491
Local Office Address 15 E Univerity Parkway
Contact Person Brian Shelton Telephone Number 312-919-1384

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

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. 1 [if none, write "NONE"], which are securely stapled to the end of this Contract.

consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

1. Work Proposal

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

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

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

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

- 1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the Landscape Maintenance for City Maintained Greenspace at various locations throughout the City (the "Work Site");
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates and policies of insurance specified in this Contract;
4. Taxes. Pay all applicable federal, state, and local taxes;
5. Miscellaneous. Do all other things required of Bidder by this Contract; and
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition

2. Contract Price Proposal

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

all subcontractors and suppliers, the compensation set forth below.

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

THREE YEAR TOTAL CONTRACT PRICE (in numbers):

\$ 568,084.00

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

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; and
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices; and
4. The approximate quantities set forth in the Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place in full compliance with this Contract/Proposal, and that all claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, is hereby waived and released; and
5. Any items of Work not specifically listed or referred to in the Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately except as incidental to the Contract Price, including without limitation extraordinary equipment repair, the cost of transportation, packing, cartage, and containers, the cost of preparing schedules and submittals, the cost or rental of small tools or buildings, the cost of utilities and sanitary conveniences, and any portion of the time of Bidder, its superintendents, or its office and engineering staff.

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

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

All payments may be subject to deduction or setoff by reason of any failure of Bidder to perform under this Contract/Proposal. Each payment shall include Bidder's

certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Bidder's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

3. Contract Time

If this Contract is accepted, Bidder proposes and agrees that Bidder shall commence work *not later than April 1, 2021 (weather dependent), provided that Bidder shall have furnished Owner all bonds and all insurance certificates specified in the Contract/Proposal, and shall end on the December 15, 2023 (weather dependent)* the "Completion Date". Owner may terminate this Contract/Proposal at its convenience by providing Bidder 30 days advance written notice thereof. At all times during the Term and any Renewal Term, Bidder proposes and agrees that Bidder shall perform the Work diligently and continuously and shall complete the Work in accordance with this Contract/Proposal, as directed by Owner, and more fully described in Attachment A.

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

Per Diem Administrative Charge:

\$ 250.00 per day/occurrence

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

4. Financial Assurance

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

B. Insurance. If this Contract is accepted, Bidder proposes and agrees that Bidder shall provide certificates and policies of insurance evidencing the minimum insurance coverage and limits set forth below within 10 days after Owner's acceptance of this Contract. Such insurance shall be in form, and from companies, acceptable to Owner and shall name Owner, including its Council members and elected and appointed officials, its officers, employees, agents, attorneys,

consultants, and representatives, as an Additional Insured. The insurance coverage and limits set forth below shall be deemed to be minimum coverage and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract. The minimum insurance coverage and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

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

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

2. Commercial Motor Vehicle Liability

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

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

3. Commercial General Liability

Limits shall not be less than:

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

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

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

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

4. Umbrella Liability

Limits shall not be less than:

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

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

C. Indemnification. If this Contract is accepted, Bidder proposes and agrees that Bidder shall indemnify, save

harmless, and defend Owner against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract.

D. Penalties. If this Contract is accepted, Bidder proposes and agrees that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

5. Firm Contract

All prices and other terms stated in this Contract are firm and shall not be subject to withdrawal, escalation, or change provided Owner accepts this Contract within 45 days after the date the bidder's contract proposal is opened.

6. Bidder's Representations and Warranties

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

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

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. and any other prevailing wage laws; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

D. Not Barred. Bidder is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Bidder is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Bidder is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

E. Qualified. Bidder has the requisite experience minimum of 5 years, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time set forth above. Bidder warrants and represents that it has met and will meet all required standards set forth in Owner's Responsible Bidder Ordinance M-66-11, including, without limitation, that Bidder and all of Bidder's subcontractors have an active apprenticeship and training program approved and registered with the United States Department Labor Bureau of Apprenticeship and Training for each of the trades that will perform Work under this Contract.

7. Acknowledgements

In submitting this Contract, Bidder acknowledges and agrees that:

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

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

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

D. Remedies. Each of the rights and remedies reserved to Owner in this Contract shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract.

E. Time. Time is of the essence for this Contract and, except where stated otherwise, references in this Contract to days shall be construed to refer to calendar days.

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

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

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

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

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

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

- Bidder has carefully examined and read the ITB and all related documents in their entirety.
- The person signing the Contract proposal on behalf of Bidder is fully authorized to execute the Contract and bind Bidder to all of the terms and provisions of the Contract.
- Bidders has provided a list of minimum 5 municipal client references
- Bidder has fully completed the entire Contract form, including the Total Contract Price.
- Bidder has submitted a certified check or bid bond in amount equal to at least 5 percent of the Total Contract Price named in the Schedule of Prices section of the Contract form, as required by the Instructions to Bidders
- Bidder has checked the City's website for any addenda issued in connection with this ITB, hereby acknowledges receipt of Addenda Nos. 1 [BIDDERS MUST INSERT ALL ADDENDA NUMBERS], has attached these addenda to Bidder's contract proposal, and acknowledges and agrees that, if Bidder's contract proposal is accepted, these addenda will be incorporated into the Contract and will be binding upon Bidder.
- Bidder has submitted its Contract proposal in a sealed envelope that bears the full legal name of Bidder and the name of the Contract.

Dated: 12-28, 20 20

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

Bidder's Name: Beary Landscape Management Inc.

Doing Business As (if different): _____

Signature of Bidder or Authorized Agent:  Date: 12-28-20

(corporate seal) Printed Name: Brian Shelton

(if corporation) Title/Position: Sales/Account Manager

Bidder's Business Address: 15 E University Parkway Arlington Heights IL 60006

Bidder's Business Telephone: 847-768-9800 Facsimile: 847-768-9801

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

NAME	TITLE	ADDRESS
Brian Beary	President	15001 159th Street Lockport IL 60491

ACCEPTANCE

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

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

CITY OF DES PLAINES

Signature: _____
Printed name: Michael G. Bartholomew
Title: City Manager

#12787998_v1

City of Des Plaines Landscape Maintenance STANDARD SPECIFICATIONS

The following provides detail regarding the services included in this contract. The following detailed scope describes the requirements the City desires in a bid for this project. It may not be all inclusive of the tasks required to complete the project in a high-level manner as described below.

Duration of Contract

1. The City of Des Plaines will award a three year contract for Landscape Maintenance for City Maintained Greenspace that will begin April 1, 2021 (weather permitting) and end on December 15, 2023 (weather permitting). Invoices shall reflect actual work completed. Upon successful completion of the contract, up to two renewals of the contract can be awarded. The contract is set up into two sections:

- City of Des Plaines maintained greenspace Landscape Maintenance
- Perennial and Annual Installation and Maintenance

2. Work Hours

Gas powered lawn maintenance equipment may only be operated Monday through Friday 7:00 a.m. to 7:00 p.m. and Saturday 8:00 a.m. to 4:00 p.m. The equipment includes gasoline powered lawn mowers, leaf blowers, trimmers or any other powered landscape maintenance equipment.

A schedule will be coordinated on all contract areas with City staff. The schedule will ensure that work will not conflict with public use. No work is permitted on Sundays or City holidays unless approved.

3. Quality Assurance

1. Work shall be performed in a professional, workmanlike manner using the highest quality materials and equipment.
2. Weekly Landscape Maintenance checklists form noting completed work must be submitted in person, faxed or emailed to City staff each week by Friday to confirm all work completed. Successful bidder will only be paid for actual services completed.
3. All Landscape Maintenance procedures will conform to accepted horticulture practices.
4. All crew members shall wear uniforms and conduct themselves in a professional manner.
5. The winning bidder shall have a company representative available to regularly meet with City staff to discuss the contract's progress. The representative is required to meet with a City representative before the contract begins in April. The meeting will ensure the winning bidder is clear on scheduling, contract provisions and site locations.

6. All bidders shall submit at minimum 5 municipal references attached to bid packet.

Landscape Maintenance

A. City of Des Plaines Maintained Greenspace Landscape Maintenance

The City of Des Plaines maintains various greenspaces within the City which have been broken down into 9 zones. Descriptions of each zone each zone are attached as well as corresponding Maps.

All areas depicted in charts below are estimated; it is the responsibility of the bidder to inspect each location before bidding.

Zone	SITE #	LOCATION	SQ FT	DESCRIPTION
1	A1	N. Wolf Rd from Central to approx.. 430 ft north of Mark Ave.	13,385	East Parkway along Wolf Rd. from Central to approximately 430 ft north of Mark St.
1	A2	Central Rd from Wolf to Carlow Dr	28,222	North Parkway of Central
1	A3	Central Rd from Wolf to Carlow Dr., Pump Station, and easements	241,468	South parkway of Central Road, Central Road water reservoir, and easements south of reservoir.
1	A4	N. Wolf Rd north of Berkshire	2,304	East parkway of Wolf Rd from Berkshire to approximately 300 ft north of Berkshire.
1	A5	Berkshire east of Wolf Rd	6,450	South lot on Berkshire just east of Wolf Rd.
1	A6	N. Wolf Rd from Berkshire to Rand	8,230	West Parkway of Wolf Rd from Berkshire to Rand Rd.
1	A7	Intersection of Wolf Rd and Rand Rd.	10,042	Northwest corner greenspace of Wolf Rd and Rand Rd.
1	A8	Rand Road	15,800	North side parkway area of Rand Road from greenspace at Rand and Wolf to approximately 1,100 ft west of greenspace.
1	A9	Rand Road and Wolf intersection greenspace	30,900	Southwest corner greenspace of Wolf Rd and Rand Rd.
1	A10	Rand Road	2,9505	South parkway of Rand Rd from greenspace west to Albany Ln.
1	A11	Rand Road	29,732	North parkway from Wolf Rd. to Third Ave.
1	A12	Rand Road	22,804	South parkway from Wolf Rd. to Third Ave.
1	A13	Rand Rd. greenspace	86,653	Greenspace on the south side of Rand Rd. between Meadow Dr and Fifth Ave.
1	A14	Meadow Dr. greenspace	5,314	Greenspace on Meadow Dr. south of Rand Road
1	A15	Wolf Rd. center island	36,908	Center islands on Wolf Rd between Princeton St. and State St. including the circle at State St.
1	A16	Broadway St. center island	9,512	Center islands on Broadway St. between State and Seegers
1	A17	Wolf Rd greenspace	9,457	Greenspace on the east side of Wolf Rd south of the circle.
1	A18	State St. center island	10,084	Center islands on State St between circle and Northwest Highway.
1	A19	Village Ct. greenspace	7,532	Greenspace on Village Ct. between Drake and Northwest Highway.
1	A20	Mt Prospect Road greenspaces	14,537	Two islands on the east side of Mt. Prospect Road north of Northwest Highway; entire greenspace in shopping complex and parkways adjacent to
1	A21	Northwest Highway	24,153	Parkway on the north side of Northwest Highway from Mt. Prospect Rd to approximately 475 feet west of Cambridge Ave.
1	A22	Northwest Highway	82,214	Parkway on the south side of Northwest Highway from Mt. Prospect Rd to Broadway St.
1	A23	Meadow Dr. cul-de- sac	813	Cul-de-sac island at the end of Meadow Dr.
1	A24	Rand Rd Greenspace	5,200	Greenspace on the north side of Rand Rd from sidewalk to Berkshire cul-de-sac
1	A25	Waikiki cul-de-sac	2,000	Island area in the end of Waikiki Dr.
1	A26	Wolf Rd Greenspace	5,230	East side from Rand Rd. to Cheyenne Park

Zone	SITE #	LOCATION	SQ FT	DESCRIPTION
2	A1	Marina Dr cul-de-sac	900	Island at the end of Marina Dr. off Morgan O'Brien
2	A2	Inner Circle Dr cul-de-sac	900	Island at the end of Inner Circle Dr. off Morgan O'Brien
2	A3	Mt. Prospect Rd greenspace	31,358	Greenspace parcels on the west side of Mt. Prospect Rd between Inner Circle Dr. cul-de-sac and Josephine Ct.
2	A4	Golf Rd	2,874	Parkway on the south side of Golf Rd. from Radcliffe west to driveway entrance
2	A5	Golf Rd greenspace	17,326	Greenspace on the south side of Golf Rd. between Radcliffe and the creek
2	A6	Golf Rd	3,119	Parkway on the south side of Golf Rd between Radcliffe and S. Cumberland Parkway
2	A7	Golf Rd greenspace	4,084	Greenspace on the north side of Golf Rd just east of the creek. Mow back to the end of the property line of 1 st house off of Golf Rd
2	A8	Warrington Rd and Washington St	12,686	Greenspace at the dead end of Washington St. at Warrington.
2	A9	Greenspace between Warrington and Kenilworth	48,226	Greenspace south of Bradley St between Warrington and Kenilworth
2	A10	Greenspace east of Kenilworth	36,332	Greenspace between Kenilworth and the rr tracks south of Bradley
2	A11	Wolf Rd and Innovation Dr.	21,870	Greenspace is on the southeast corner of Innovation Drive and Wolf Rd. (under power lines) and small area on the west side of Wolf between the tracks and the cement plant.
2	A12	Crestwood Drive cul-de-sac	400	Cul-de-sac island on Crestwood Dr.
2	A13	Rose Ave cul-de-sac	1,896	Cul-de-sac island on Rose Ave
2	A14	Harvey Ave easement	12,077	Easement from the end of Harvey Ave north to Golf Rd
2	A15	Seegers Rd greenspace	14,276	Greenspace on Seegers between Columbia and Wieboldt St (island area between two drive entrances)
2	A16	Wieboldt Dr greenspace	41,592	Greenspace between Wieboldt Dr and the creek from Seegers to Wieboldt Dr.
2	A17	Metra Cumberland Station	38,831	All greenspace along edges of lot and islands
2	A18	S. Wolf Rd Parkway	4,323	Parkway on the east side of Wolf Rd between Harvey Ave. and Golf Rd
2	A19	Thacker St. Parkway	7,290	Parkway on the north side of Thacker from the RR tracks west to Citadel
2	A20	Thacker St greenspace	9,211	Greenspace and parkway on the north side of Thacker 2 nd lot east of Mt. Prospect Rd

Zone	SITE #	LOCATION	SQ FT	DESCRIPTION
3	A1	Elmhurst Rd Parkway	1,618	Parkway on the east side of Elmhurst Rd From Mieers Rd south to footpath
3	A2	Elmhurst Rd Parkway	9,290	Parkway on the east side of Elmhurst Rd from Millers Rd to approximately 170 ft from Dulles Rd.
3	A3	Dulles Water Tower	5,548	Greenspace at the Dulles Water tower on Dulles St between Elmhurst Rd and Beau Dr.
3	A4	Golf Rd	43,257	Parkway on the south side of Golf Rd between Shannon Ct and Wilkins Dr.
3	A5	Brentwood Dr. cul-de-sac	1,500	Cul-de-sac island on Brentwood Dr.
3	A6	Millers Rd	9,966	Greenspace on the north side of Millers Rd from Mt. Prospect Rd to Figar Ln
3	A7	Beau Dr. center islands	18,284	Center islands on Beau Dr. between Dempster St and Florian Dr.
3	A8	Florian and Beau	10,452	Greenspace on the southwest corner of Florian and Beau
3	A9	Algonquin Rd	86,391	Parkway on the North side of Algonquin Rd from Stark Pl west to strip mall driveway
3	A10	Algonquin Rd	66,960	Parkway on the south side of Algonquin Rd from approximately 156 feet east of Pennsylvania Dr west to approximately 134 feet west of Leslie

Zone	SITE #	LOCATION	SQ FT	DESCRIPTION
4	A1	Denver Dr cul-de-sac	1,058	Island in the Denver Dr cul-de-sac
4	A2	Oakton St	28,884	Parkway on the north side of Oakton from Ridge Ln to Pennsylvania Ave
4	A3	Marshall Dr greenspace	64,858	Greenspace from the Marshall Dr. dead end to Oakton St.
4	A4	Oakton water tower	234,302	Greenspace at the Oakton water tower
4	A5	RR tracks and Howard/Oakton/Algonquin	2,400	Small areas to cut along the tracks
4	A6	Elmhurst Rd. Parkway	2,000	East parkway on Elmhurst Rd from 1 st lot south of Devonshire north to parking lot

Zone	SITE #	LOCATION	SQ FT	DESCRIPTION
5	A1	Big Bend Dr. pump station	1,801	Mow area on Big Bend from pit to no parking sign
5	A3	River Rd dog park	27,289	Southeast corner of River Rd and Elk
5	A6	Holy Family Water Tank	14,000	Greenspace around water tank
5	A9	1931 Big Bend Drive	9,931	
5	A10	1917 Big Bend Drive	10,715	
5	A11	1904 Big Bend Drive	11,582	
5	A12	1911 Big Bend Drive	11,875	
5	A13	1923 Big Bend Drive	9,931	
5	A14	1895 Big Bend Drive	6,710	
5	A15	1942 Big Bend Drive	10,823	
5	A16	1890 Big Bend Drive	19,821	
5	A17	1920 Big Bend Drive	11,852	
5	A18	1878 Big Bend Drive	10,395	
5	A19	1860 Big Bend Drive	13,910	
5	A20	1948 Big Bend Drive	10,232	
5	A21	1881 Big Bend Drive	14,451	
5	A22	1866 Big Bend Drive	9,756	
5	A23	1816 E Algonquin Rd	12,180	
5	A24	1800 E Algonquin Rd	7,587	
5	A25	710 Forest Edge Lane	10,999	
5	A26	360 Hawthorne Lane	19,304	
5	A27	320 Hawthorne Lane	19,599	
5	A28	368 Hawthorne Lane	13,100	
5	A29	317 Hawthorne Lane	15,000	
5	A30	275 Hawthorne Lane	14,889	
5	A31	312 Hawthorne Lane	19,663	
5	A32	388 Hawthorne Lane	12,300	
5	A33	348 Hawthorne Lane	15,629	
5	A34	385 Hawthorne Lane	12,800	
5	A35	376 Hawthorne Lane	13,334	
5	A36	332 Hawthorne Lane	19,821	
5	A37	1748 Hawthorne Terr.	10,430	
5	A38	1758 Hawthorne Terr.	11,434	
5	A39	1718 Hawthorne Terr.	10,430	
5	A40	1728 Hawthorne Terr.	10,430	
5	A41	1733 Junior Terr.	6,859	
5	A42	1732 Junior Terr.	13,700	

5	A43	1744 Junior Terr.	9,590
5	A 44	1729 Junior Terr.	6,850
5	A45	1748 Junior Terr.	7,322
5	A46	1739 Junior Terr.	13,700
5	A47	1788 Sherwood	10,205
5	A48	1757 Sherwood	9,540
5	A49	1744 Sherwood	15,970
5	A50	1739 Sherwood	16,839
5	A51	1771 Sherwood	19,080
5	A52	1797 Sherwood	28,523
5	A53	1776 Sherwood	18,960
5	A54	1785 Sherwood	10,348
5	A55	1710 Woodland	14,712
5	A56	485 Bellaire Ave.	10,020
5	A57	1884 Big Bend	9,877
5	A58	1889 Big Bend	7,436
5	A59	1899 Big Bend	8,435
5	A60	1905 Big Bend	11,358
5	A61	1912 Big Bend	12,850
5	A62	1932 Big Bend	11,834
5	A63	1949 Big Bend	9,119
5	A64	1955 Big Bend	9,082
5	A65	1959 Big Bend	12,000
5	A66	1963 Big Bend	12,000
5	A67	1971 Big Bend	12,000
5	A68	1977 Big Bend	8,776
5	A69	1984 Big Bend	11,457
5	A70	1995 Big Bend	15,000
5	A71	1799 Cambell	13,312
5	A72	340 Hawthorne	19,766
5	A73	1778 Hawthorne Terrace	12,000
5	A74	1780 Sherwood	9,404
5	A75	1801 Sherwood	12,000
5	A76	1818 Sherwood	12,000
5	A77	340 Hawthorne Lane	19,766
5	A78	332 Hawthorne Lane	19,821
5	A79	1780 Sherwood	9,404
5	A80	1958 Big Bend	8,482
5	A81	1964 Big Bend	9,582
5	A82	1968 Big Bend	9,630
5	A83	1972 Big Bend	13,030
5	A84	1990 Big Bend	8,848
5	A85	1998 Big Bend	8,702
5	A86	2000 Big Bend	9,429
5	A87	1999 Big Bend	9,229
5	A88	1991 Big Bend	9,028
5	A89	1987 Big Bend	8,791

****For zone 5, highlighted locations are currently City owned properties; other locations may be added in the future. Utilize highlighted locations for bidding purposes; provide pricing for all locations.**

Zone	SITE #	LOCATION	SQ FT	DESCRIPTION
6	A1	Bellaire Ct cul-de-sac	654	Island at the end of the Bellaire cul-de-sac
6	A2	Ottawa St. greenspace behind houses	13,506	Greenspace behind houses on Ottawa St between Geri Ln and Bellaire
6	A3	Geri Ln greenspace	21,493	Greenspace to the east of Geri Ln at Ottawa St.
6	A4	Church and Lyman	7,310	Lyman Ave. dead end at Church St east to 1 st utility pole
6	A5	Church St. parkway	6,039	Parkway on Church St from Bay Colony Dr east to first residence
6	A6	S. Lyman parkway	7,014	Parkway on the west side of Lyman from Prairie to Seminary. Includes the dead end of Lyman
6	A7	Rand Rd	147,200	East side of Rand Rd from the I-294 exit ramp to wooded area just south of Ballard Rd.
6	A8	Des Plaines River Trail	87,732	Des Plaines River Trail from Ballard Rd to Miner St.; includes weeding/vegetation removal 3 times annually in riprap stone along river from Campground Rd. to area behind 666 Garland Pl.
6	A9	Joseph Schwab Rd	273,202	Both parkway sides of Joseph Schwab Rd from Miner St. bridge to Algonquin Rd and greenspace on north side of Algonquin Rd east of Joseph Schwab Rd. to woods. Include 1925 Busse Hwy. property greenspace
6	A10	485 Bellaire	12,393	Property located at 485 Bellaire
6	A11	Lyman and Lechner	6,250	North parkway of Lechner Ln from Bellaire Ave to around the corner at Lyman Ave.
6	A12	River Rd. Beary to River	1,827	River Rd. East side Beary Ln to River Dr.
6	A13	Prairie Ave.	3,183	Northside of Prairie Ave along guardrail from Potter Ave to Lyman Ave.

Zone	SITE #	LOCATION	SQ FT	DESCRIPTION
7	A1	Woodlawn Ave	3,178	Woodlawn Ave. rr crossing east of the tracks. Approximately 60 feet on each side of Woodlawn
7	A2	Graceland RR crossing	1,211	
7	A3	RR easement from Lee to Algonquin	19,838	Greenspace on the east side of the RR tracks from Lee St to Algonquin Rd
7	A4	River Rd	3,614	East side of River Rd greenspace across from Ellinwood. (both sides of tracks)
7	A5	River Rd	22,229	East side of River Rd. greenspace and parkways from Thacker to Campbell
7	A6	Walnut	2,970	Parkway on north side from last drive to dead end
7	A8	Northwest Highway	19,053	South Parkway from approximately 275 ft. west of Western to commuter lot
7	A9	1637-1669 Cora		Alley easement behind 1637-1669 Cora

Zone	SITE #	LOCATION	SQ FT	DESCRIPTION
8	A1	Earl Ave	3,223	Island at Earl Ave and Wayne Dr.
8	A2	Lincoln Ave dead end	42,527	Greenspace at the dead end of Lincoln St. at 4 th Ave
8	A3	Lincoln Ave pedestrian path	4,128	Lincoln Ave pedestrian path from Lincoln to Oakton west of Fairmont Ct.
8	A4	Lincoln Ave parkway	4,740	Parkway on the south side of Lincoln at Kingston Ct (from the Kingston Ct sidewalk)
8	A5	Jeanette St	11,594	Greenspace on the east side of Jeanette and the south side of Forest. On Jeanette from Wicke to Forest
8	A6	Wisconsin RR from Oakton to Howard	160,248	See map for detail
8	A-7	Howard St. water Tank	13,800	Howard St. water tank greenspace; and east parkway on Chestnut from Howard to Prospect
8	A-9	Lee and Manheim island	400	Island greenspace
8	A-10	Prospect & Linden	11,000	Vacant lot
8	A-11	Illinois cul de sac	2,165	Illinois cul de sac/dead end off Riverview and Oakton
8	A-12	Food Pantry	9,152	Greenspace at 600 E. Algonquin Rd

Zone	SITE #	LOCATION	SQ FT	DESCRIPTION
9	A1	Esser Ct	91,792	Esser Ct. parkway and greenspace; and east side River Rd parkway from Esser Ct to Welwyn Ave
9	A2	Touhy Ave parkway	8,575	Parkway on the south side of Toughy Ave from Maple to Birch
9	A3	Maple St greenspace	22,523	Parkway and greenspace on Maple St. at Estes Ave
9	A4	Krowka Dr. cul-de-sac	1,155	Island at the end of Krowka Dr.
9	A5	Eisenhower Dr parkway	8,895	West parkway on Eisenhower Dr. from Laura Ln to cul-de-sac
9	A6	Pratt Ave	11,800	Pratt Ave greenspace on the south side of the street between Craig Dr. and Rusty Dr
9	A7	Devon Ave and Stillwell	151,015	Greenspaces and parkways on the north side of Devon east and west of Stillwell
9	A8	Chestnut St	13,905	Chestnut St parkway on east side from Howard to cul-de-sac (includes cul-de-sac) and south parkway on Howard east of Chestnut
9	A9	Frontage Rd & Manheim Rd RR easements	263,414	
9	A10	River Rd	124,874	Greenspace along the east side of River Rd from Devon Ave. to the toll way
9	A11	2555 Maple	242,000	Greenspace and east parkway on Maple from Touhy to 2555 Maple
9	A12	Laura and Peter	3,354	Parkway and vacant lot at northeast corner of Laura and Peter
9	A13	River Rd.	25,921	Howard to Touhy
9	A14	Jarvis	14,241	Jarvis north side parkway from Cedar to Magnolia; include culd-de-sac greenspace at Jarvis and Cedar

Grass Mowing Zone

City of Des Plaines



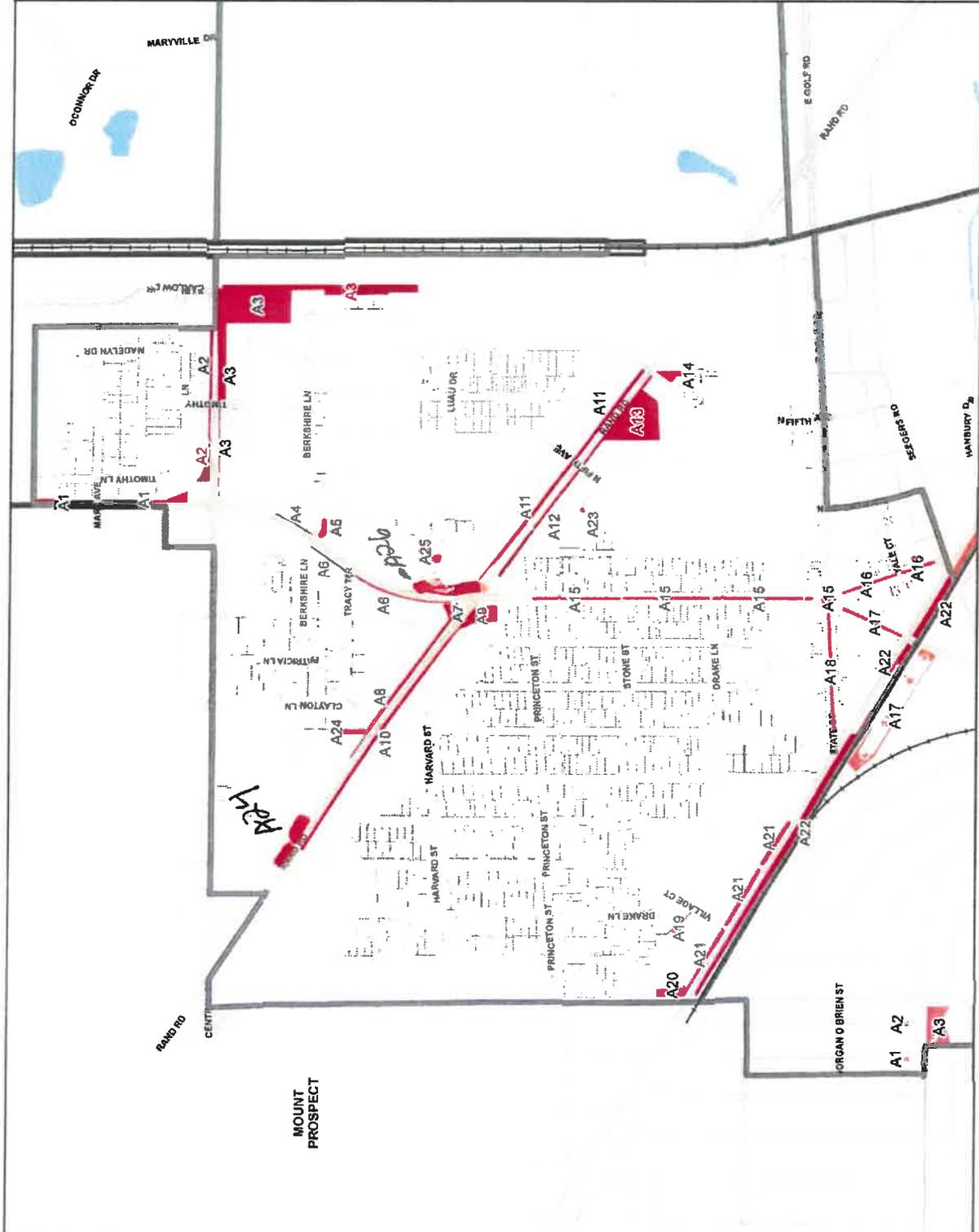
Mowing Zone 1 of 9

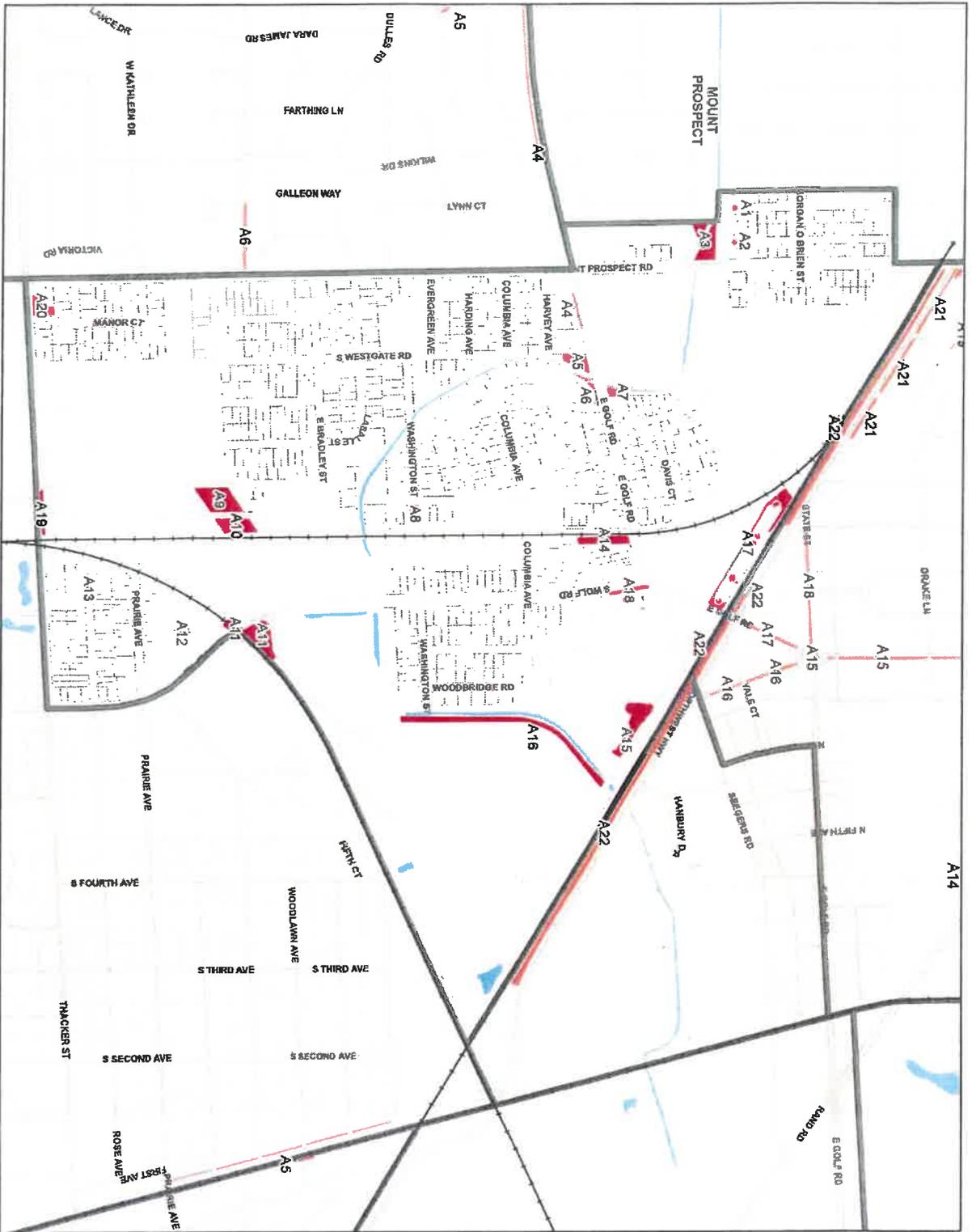
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- Mowing Zone
- Mowing Area
- FEMA
- City Boundary
- Road
- Lake or River
- Other Communities
- Railroad

Note: All areas around railroad crossings need to be mowed to ensure drivers can see on-coming trains

Reference Map





Grass Mowing Zone

City of Des Plaines



Mowing Zone 2 of 9

Legend

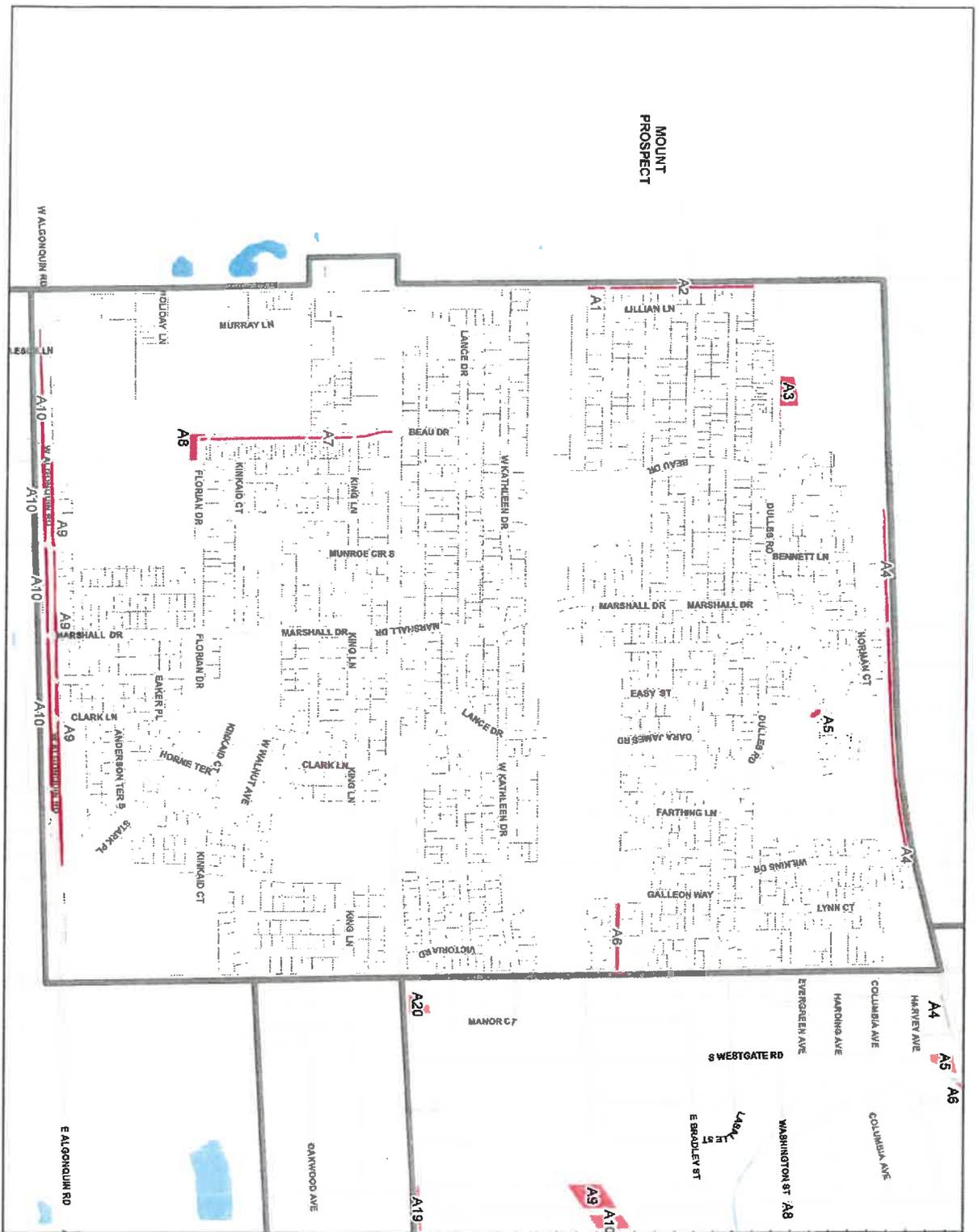
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- Mowing Area
- FEMA
- City Boundary
- Road
- Lake or River
- Other Communities
- Railroad

Note: All areas around railroad crossings need to be mowed to ensure drivers can see on-coming trains

Reference Map



0 150 300 450 feet



MOUNT PROSPECT

Grass Mowing Zone

City of Des Plaines



Mowing Zone 3 of 9

Legend	
	Mowing Zone
	Mowing Area
	FEMA
	City Boundary
	Road
	Lake or River
	Other Communities
	Railroad

Note: All areas around railroad crossings need to be mowed to ensure drivers can see on-coming trains

Reference Map





Grass Mowing Zone
City of Des Plaines

Mowing Zone 4 of 9

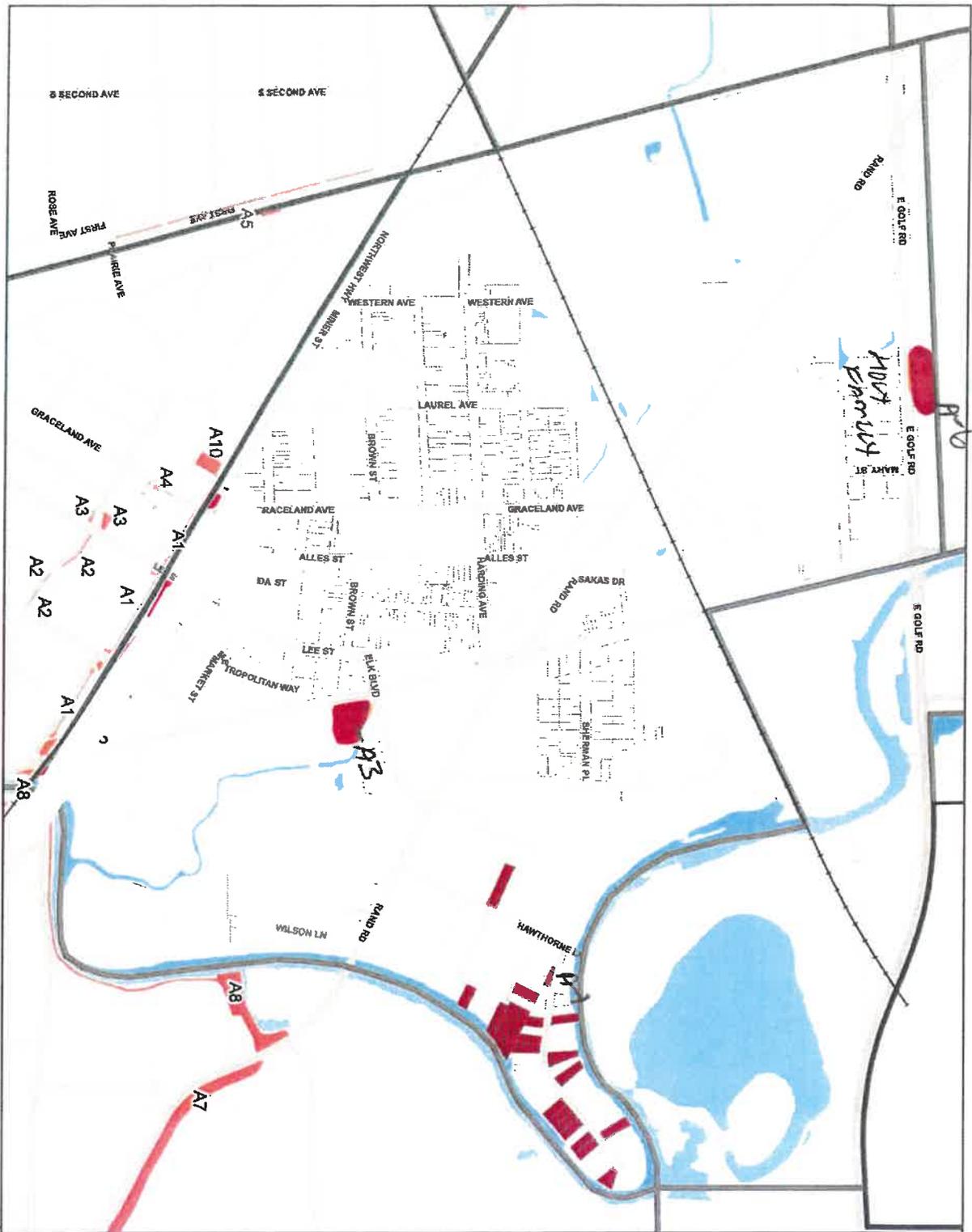
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- Mowing Zone
- Mowing Area
- FEMA
- City Boundary
- Road
- Lake or River
- Other Communities
- Railroad

Note: All areas around railroad crossings need to be mowed to ensure drivers can see on-coming trains

Reference Map





Grass Mowing Zone
City of Des Plaines

Mowing Zone 5 of 9

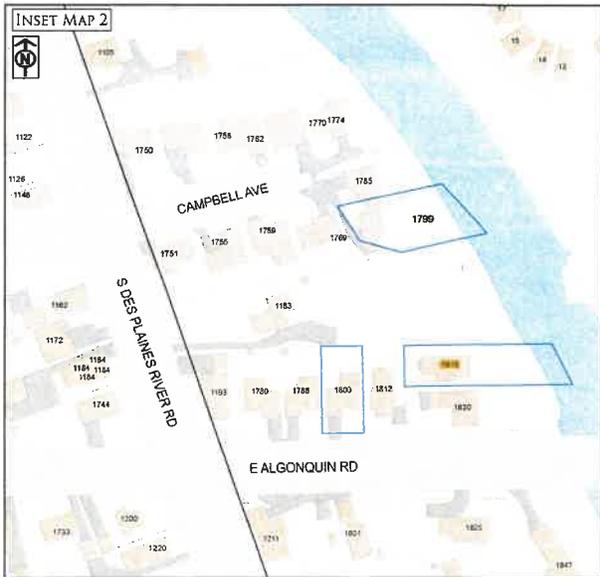
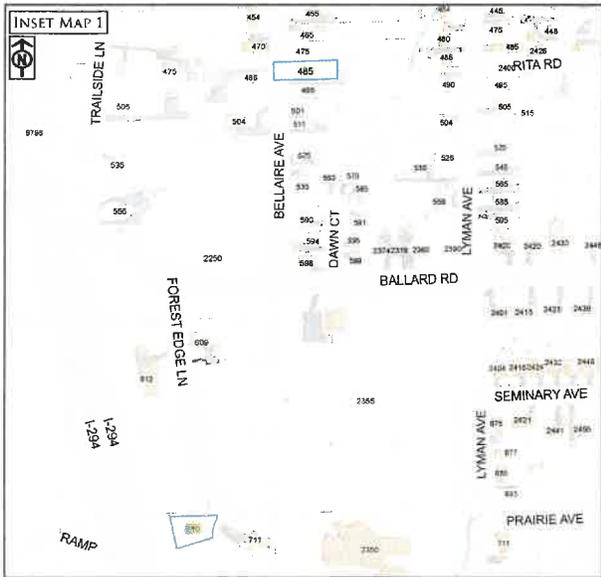
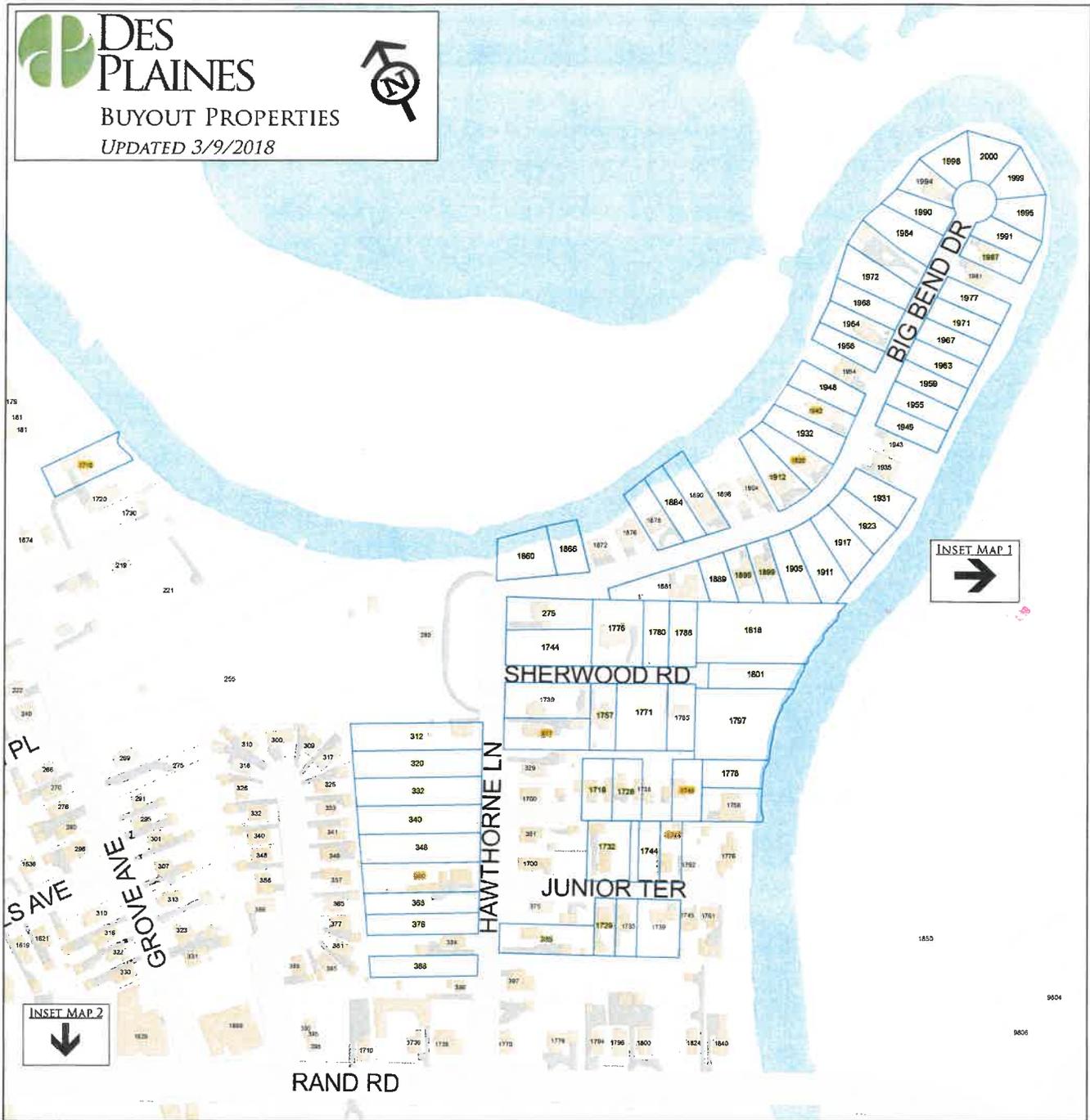
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	Lake or River
	Road
	Other Communities
	Railroad

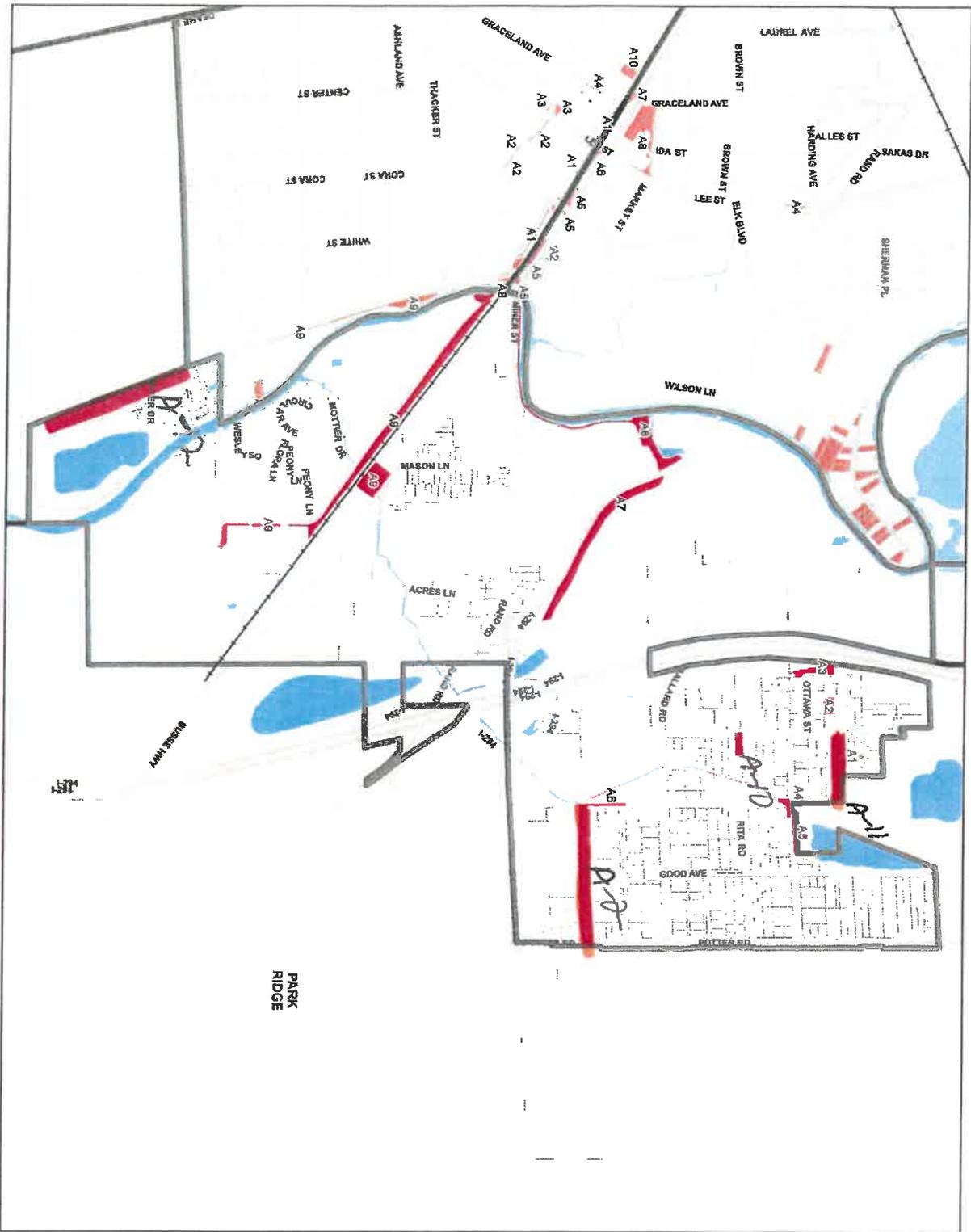
Note: All areas around railroad crossings need to be mowed to ensure drivers can see on-coming trains

Reference Map



0 140 280 560 Feet





Grass Mowing Zone

City of Des Plaines

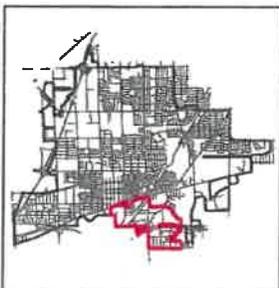


Mowing Zone 6 of 9

Legend	
	Mowing Zone
	Mowing Area
	FEMA
	City Boundary
	Road
	Lake or River
	Other Communities
	Railroad

Note: All areas around railroad crossings need to be mowed to ensure drivers can see on-coming trains

Reference Map



0 210 420 840 Feet

Zone 7; A 1 and A-8



27



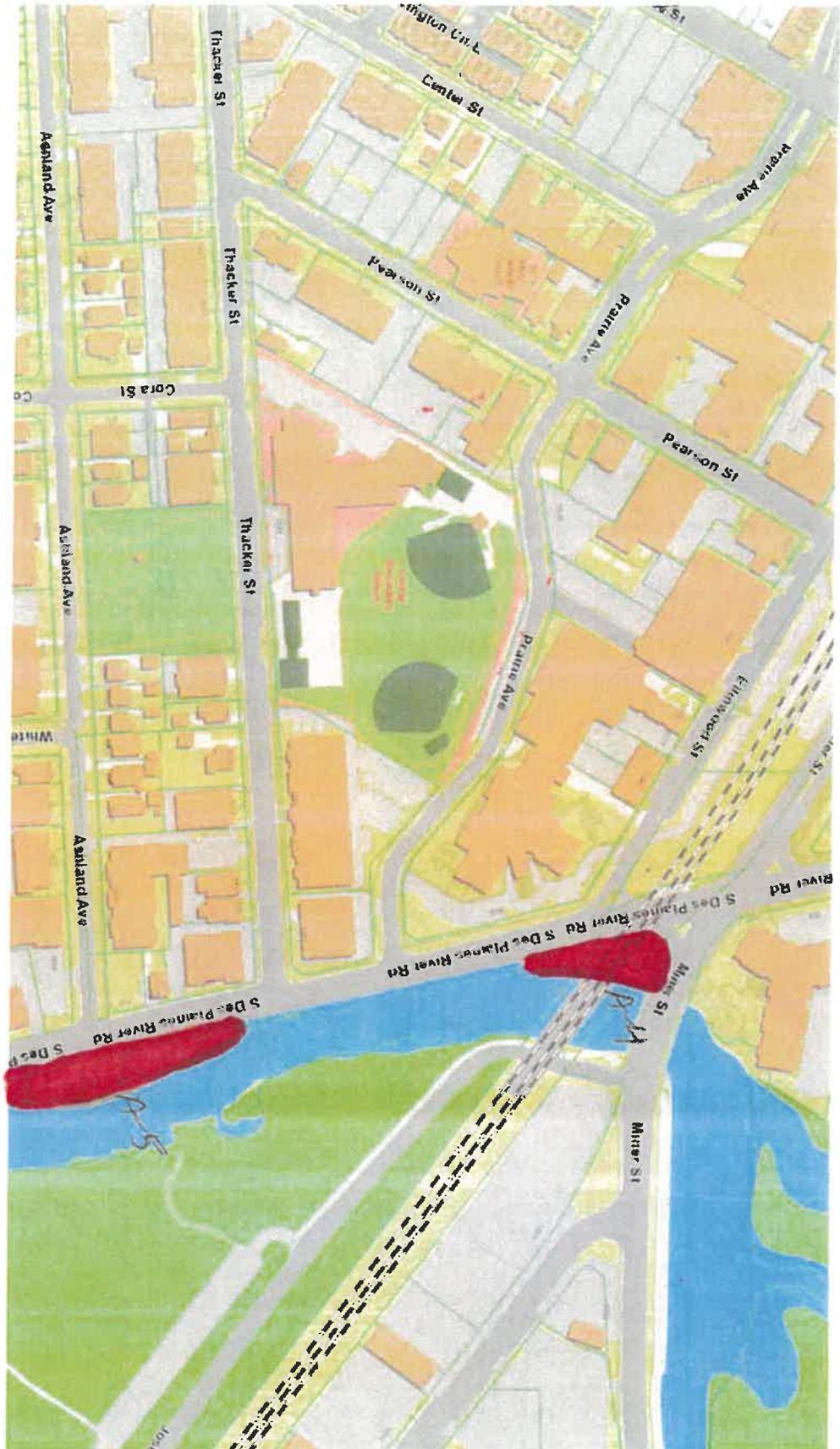
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Zone 7; A2 and A6



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Zone 7; A4 and A5

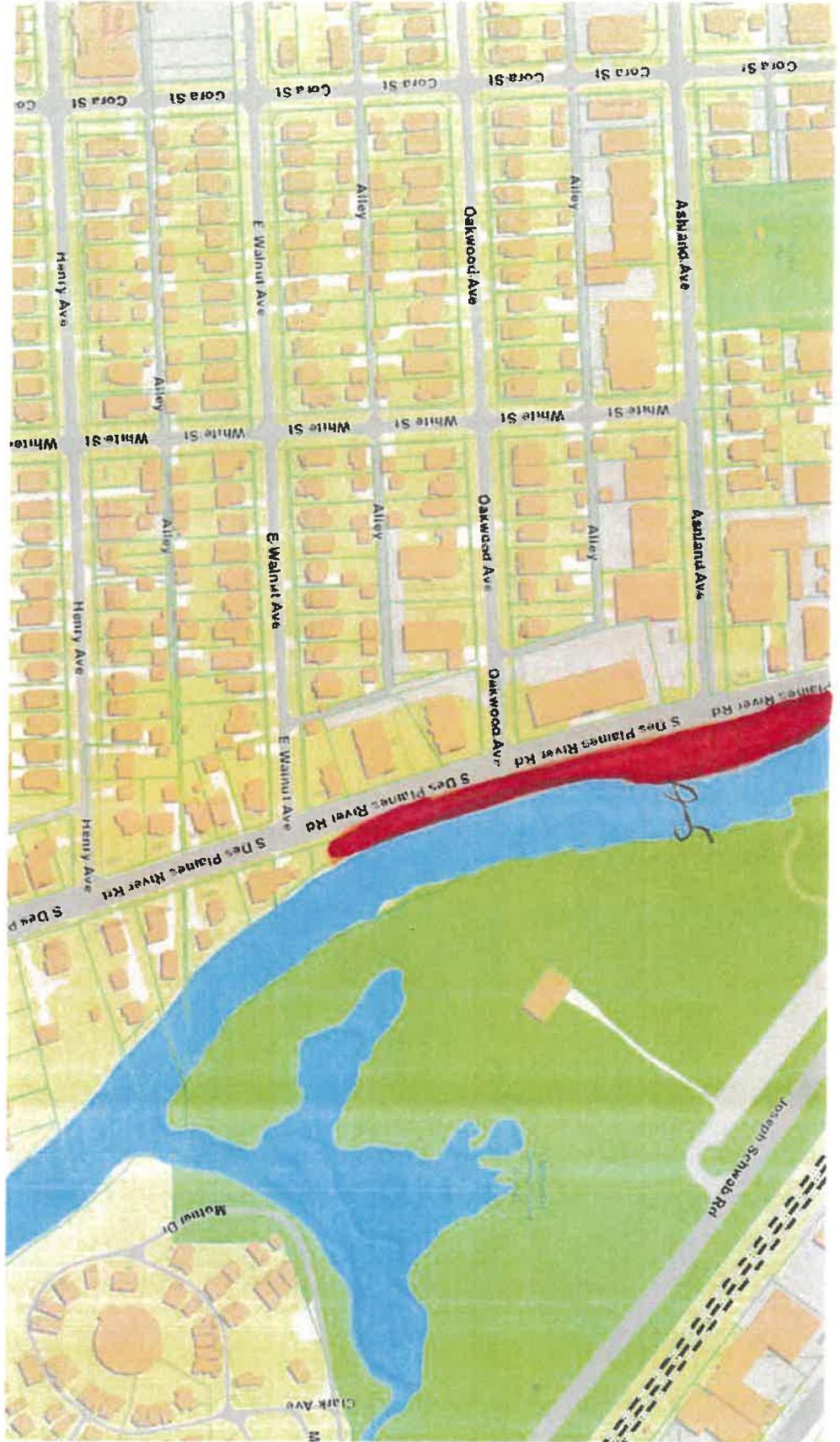


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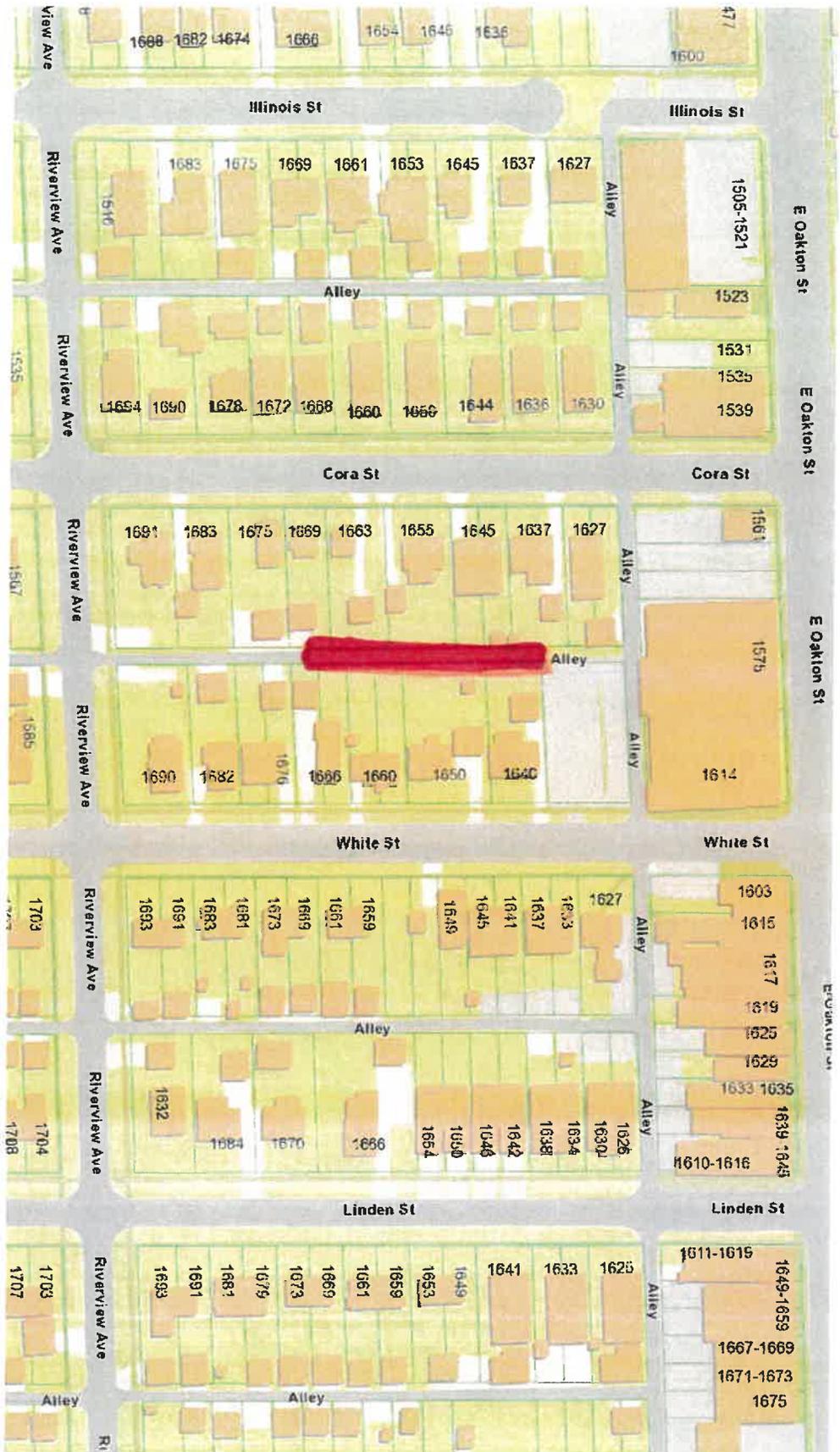
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Zone 7; A5

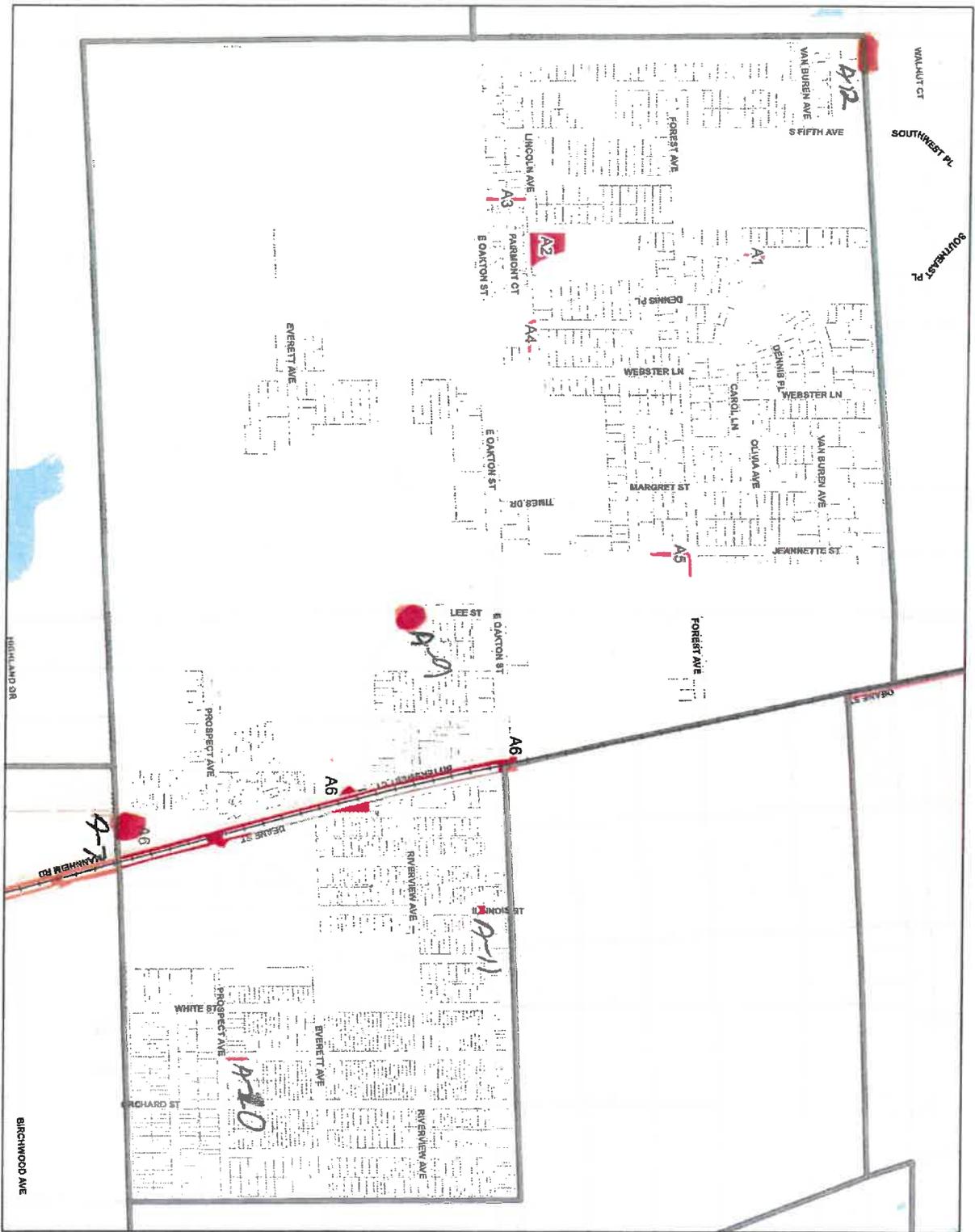


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Zone 7; A9



ZONE 7 SITE A9



Grass Mowing Zone

City of Des Plaines



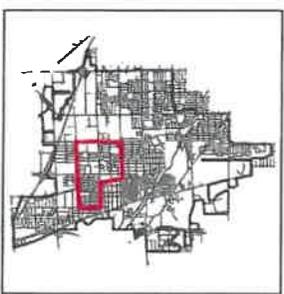
Mowing Zone 8 of 9

Legend

- Mowing Zone
- Mowing Area
- FEMA
- City Boundary
- Road
- Lake or River
- Other Communities
- Railroad

Note: All areas around railroad crossings need to be mowed to ensure drivers can see on-coming trains

Reference Map



0 150 300 600
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 1:64

B. Specifications Applicable to all landscape work

TURF MAINTENANCE (MOWING AND EDGING)

Turf shall be maintained in a healthy, superior condition with a crisp, clean appearance at all times. It shall be mowed a minimum of once per each week during the growing season May through October. During the months of April and November, turf shall be mowed on an as-needed basis ensuring leaves are mulched.

The day of the week for each location will be coordinated with City staff. Grass at all mowing areas shall be mowed no less than 3" high unless otherwise noted by City staff. Grass shall be cut when it reaches 4" in height. Care shall be taken to lower the height of cut slowly, so as not to put the turf under any undue stress. More frequent mowing shall be required if general turf growth exceeds one half again the specified mowing height between cuts. At no time shall more than 1/2 of the height of the turf be removed at any mowing. Bruising or rough cutting of grass shall not be permitted. Mower blades shall be sharp and properly adjusted so that turf is cut to a uniform height. Scalping will not be permitted. Grass cuttings shall be removed immediately.

All turf areas shall be cleanly edged to the inside edge of any sidewalks, driveways, curbs retaining walls, or other defined edge. All turf growing along public sidewalks and walkways shall be edged to maintain a crisp, clean edge along all such structures. Turf shall also be kept from overgrowing irrigation heads and controls.

Edging shall also include trimming grass around trees, poles, utilities, fence lines, and any other concrete pads within or immediately adjacent to the turf areas. Edging shall be completed during each mowing during the growing season. Herbicides shall not be used for edging. Care shall be taken to avoid damage by mowers to tree trunks, irrigation heads and any other utilities, facilities or structures within or adjacent to turf areas. Any damage caused by the Contractor's negligence shall be repaired by the Contractor at his expense. Prior to mowing, the Contractor shall insure that the mower is clean so that no roots, seeds or crowns of foreign grasses are introduced.

WEED AND DEBRIS REMOVAL

All areas within the work sites are to be kept free of weeds and volunteer tree growth. This includes but is not limited to all bare dirt areas and any weed growth within ground cover, landscape beds, and shrub plantings. Pedestrian walkways, medians and other paved areas are to be kept weed-free at all times; this includes the area that extends two feet from face of curb into the street area. Volunteer tree growth shall be removed by the Contractor as part of this contract. Any weeds which are removed by hand shall be removed in a manner which leaves the ground surface level and does not disrupt the adjacent area. Such weeds shall be disposed of properly

All litter and debris in all maintained areas, including turfed locations, shall be picked up and disposed of properly. Litter and debris shall not be allowed to accumulate but shall be picked up and disposed of a minimum of once per week. The Contractor shall accomplish such litter and debris pickup **prior to mowing to avoid shredding and dispersal of these materials.**

SHRUB PRUNING AND TRIMMING

Shrubs located in designated landscape maintenance areas shall be pruned at minimum three times per year to encourage healthy, natural growth patterns for each specific variety. Pruning shall include thinning, shaping, and removing dead or diseased branches. All shrubs shall be pruned back to clear all roadways, curbs, gutters and sidewalks. Shrubs shall not block sign visibility, utilities, utility meters or any other facilities located within

the work areas. Shrubs shall not block access to controllers or electric valves and shall be pruned so as to minimize blockage of irrigation head spray patterns.

TREES

Trees which are staked shall have supports kept in good repair. Any broken or damaged supports or ties shall be replaced as soon as possible. Staking shall remain in place until trees are fully capable of self-support. Trees which have low hanging, diseased, dead or broken branches shall be trimmed by the Contractor. Only those tree branches which can be pruned from the ground level using hand or pole-pruning equipment may be trimmed by the Contractor. Branches overhanging traffic lanes shall be kept side trimmed to face of curb line and to a height of twelve (12) feet. Branches overhanging pedestrian routes shall be kept trimmed to a height of eight (8) feet above walkway level. All trees shall be pruned by qualified personnel using sound methods and approved techniques. Trees shall be pruned to develop a structurally sound shape and a healthy, natural appearance. No excessive pruning or stubbing back will be allowed. Sucker growth originating at the crown or below shall be removed.

Trees knocked down by vehicular accidents or trees and large limbs blown down and blocking traffic lanes shall be immediately reported to the City, which shall have responsibility for cleanup of such trees and large limbs. Any time personal property of a motorist or pedestrian is damaged due to falling trees or limbs, the Contractor shall notify the City of Des Plaines Police Department immediately. Any small branches which fall or are blown from median plantings, causing no damage, shall be removed and disposed of by the Contractor

SPRING CLEAN-UP

Spring clean-ups shall be conducted during the first two weeks of the landscape season, no later than May 15 of each year and the Final two weeks of the season. The work included in this item is as follows and shall be shall include all costs associated therewith in cost per cut pricing except for mulch installation:

- Debris removal and trash pick-up
- Removal of existing mulch
- Cultivate and mend existing soil
- Shrub Pruning/Edge and Cultivate Landscape Beds
- Replace mulch with high quality, premium shredded hardwood mulch

All mulch shall be approved by the Owner. A sample of the mulch will be brought to the General Services Superintendent for acceptance prior to placement.

FALL CLEAN-UP

Clean-up will consist of the removal of litter, twigs and branches, accumulated leaves and debris from along the fence lines, shrub and plant bed areas, turf, building exit doorways, building foundations, water inlet and outlet areas, and any other areas where litter, twigs and branches collect.

Perennial plants will be pruned back and any annual flowers will be removed. The Contractor is responsible for hauling away and disposing of all said material off site in accordance with applicable laws. Bid prices shall include all costs associated therewith in cost per cut pricing except for mulch installation.

EDGE AND CULTIVATE LANDSCAPE BEDS

All landscape islands and beds in designated landscape maintenance areas shall be maintained such that all borders shall maintain a crisp, clean inside edge at all times. The soil shall be cultivated to inhibit weed growth within the beds. Mulch may be requested for beds that are currently mulched. Groundcover shall be kept trimmed behind top of curb lines and within landscape beds at all times. Groundcover shall also be kept off of pedestrian walkways and out of drainage ditches, and inter-planted shrubs and trees. It shall be trimmed to keep all signs, poles, guardrails, and utility meters clear and kept from encroaching in any way onto private property or onto a private property fence. Maintenance shall include removing all spent stalks and flowers immediately following the flowering season. Soil shall be cultivated to inhibit weed growth.

HARD SURFACE CLEANING

The Contractor is responsible to remove any and all vegetation that protrudes through cracks, curb lines, sidewalks, tree planters, parking lots and edges of all hard surface areas within the contract.

SUPPLEMENTAL MAINTENANCE AS REQUIRED

Contractor will provide an hourly price for supplemental maintenance. This item is an hourly rate will include vehicle and labor costs. The pricing for this estimated at 400 hours and the line item for this service is located in the schedule of prices.

Zone	SITE #	LOCATION	SQ FT	2021 Cost per cut	2022 Cost per cut	2023 Cost per cut
1	A1	N. Wolf Rd from Central to approx. 430 ft no	13,385	10.60 10.80	10.80	11.00
1	A2	Central Rd from Wolf to Carlow Dr	28,222	21.20	21.60	22.05
1	A3	Central Rd from Wolf to Carlow Dr., Pump Sta	241,468	199--	203--	207--
1	A4	N. Wolf Rd north of Berkshire	2,304	10.60	10.80	11--
1	A5	Berkshire east of Wolf Rd	6,450	10.60	10.80	11--
1	A6	N. Wolf Rd from Berkshire to Rand	8,230	10.60	10.80	11--
1	A7	Intersection of Wolf Rd and Rand Rd.	10,042	10.60	10.80	11--
1	A8	Rand Road	15,800	12.75	13.00	13.25
1	A9	Rand Road and Wolf intersection greenspace	30,900	21.20	21.60	22.05
1	A10	Rand Road	29,505	21.20	21.60	22.05
1	A11	Rand Road	29,732	21.20	21.60	22.05
1	A12	Rand Road	22,804	21.20	21.60	22.05
1	A13	Rand Rd. greenspace	86,653	48--	49--	50--
1	A14	Meadow Dr. greenspace	5,314	10.60	10.80	11--
1	A15	Wolf Rd. center island	36,908	21.20	21.60	22.05
1	A16	Broadway St. center island	9,512	10.60	10.80	11--
1	A17	Wolf Rd greenspace	9,457	10.60	10.80	11--
1	A18	State St. center island	10,084	10.60	10.80	11--
1	A19	Village Ct. greenspace	7,532	10.60	10.80	11--
1	A20	Mt Prospect Road greenspaces	14,537	10.60	10.80	11--
1	A21	Northwest Highway	24,153	21.20	21.60	22.05
1	A22	Northwest Highway	82,214	48--	49--	50--
1	A23	Meadow Dr. cul-de-sac	813	5.30	5.40	5.50
1	A24	Rand Rd Greenspace by Albany Lane	5,200	10.60	10.80	11--
1	A25	Waikiki cul-de-sac	2,000	10.60	10.80	11--
1	A26	Wolf Rd Greenspace	5,230	10.60	10.80	11--

Zone	SITE #	LOCATION	SQ FT	2021 Cost per cut	2022 Cost per cut	2023 Cost per cut
2	A1	Marina Dr cul-de-sac	900	10.60	10.80	11-
2	A2	Inner Circle Dr cul-de-sac	900	10.60	10.80	11-
2	A3	Mt. Prospect Rd greenspace	31,358	21.20	21.60	22.05
2	A4	Golf Rd	2,874	10.60	10.80	11-
2	A5	Golf Rd greenspace	17,326	15.90		
2	A6	Golf Rd	3,119	10.60	10.80	11-
2	A7	Golf Rd greenspace	4,084	10.60	10.80	11-
2	A8	Warrington Rd and Washington St	12,686	10.60	10.80	11-
2	A9	Greenspace between Warrington and Kenilwo	48,226	38-	39-	40-
2	A10	Greenspace east of Kenilworth	36,332	21.20	21.60	22.05
2	A11	Wolf Rd and Innovation Dr.	21,870	15.90		
2	A12	Crestwood Drive cul-de-sac	400	10.60	10.80	11-
2	A13	Rose Ave cul-de-sac	1,896	10.60	10.80	11-
2	A14	Harvey Ave easement	12,077	10.60	10.80	11-
2	A15	Seegers Rd greenspace	14,276	10.60	10.80	11-
2	A16	Wieboldt Dr greenspace	41,592	26.60	27.20	27.80
2	A17	Metra Cumberland Station	38,831	21.80	21.60	22.05
2	A18	S. Wolf Rd Parkway	4,323	10.60	10.80	11-
2	A19	Thacker St. Parkway	7,290	10.60	10.80	11-
2	A20	Thacker St greenspace	9,211	10.60	10.80	11-

Zone	SITE #	LOCATION	SQ FT	2021 Cost per cut	2022 Cost per cut	2023 Cost per cut
3	A1	Elmhurst Rd Parkway	1,618	10.00	10.80	11-
3	A2	Elmhurst Rd Parkway	9,290	10.00	10.80	11-
3	A3	Dulles Water Tower	5,548	10.00	10.80	11-
3	A4	Golf Rd	43,257	31.85	32.50	33.15
3	A5	Brentwood Dr. cul-de-sac	1,500	10.00	10.80	11-
3	A6	Millers Rd	9,966	10.00	10.80	11-
3	A7	Beau Dr. center islands	18,284	15.90	18.45	18.80
3	A8	Florian and Beau	10,452	10.00	10.80	11-
3	A9	Algonquin Rd	86,391	58.20	59.40	60.00
3	A10	Algonquin Rd	66,960	42.50	43.50	44.50

Zone	SITE #	LOCATION	SQ FT	2021 Cost per cut	2022 Cost per cut	2023 Cost per cut
4	A1	Denver Dr cul-de-sac	1,058	10.00	10.80	11-
4	A2	Oakton St	28,884	21.20	21.60	22.05
4	A3	Marshall Dr greenspace	64,858	48-	49-	50-
4	A4	Oakton water tower	234,302	169-	173-	177-
4	A5	RR tracks and Howard/Oakton/ Algonquin	2,400	10.00	10.80	11-
4	A6	Elmhurst Rd. Parkway	2,000	10.00	10.80	11-

Zone	SITE #	LOCATION	SQ. FT	2021 Cost per cut	2022 Cost per cut	2023 Cost per cut
5	A1	Big Bend Dr. pump station	1,801	9.60	9.80	10-
5	A2	North Side Prairie Ave Potter to Lyman	3,183	9.60	9.80	10-
5	A3	River Rd dog park	27,289	9.60	9.80	10-
5	A6	Holy Family Water Tank	14,000	9.60	9.80	10-
5	A9	1931 Big Bend Drive	9,931	9.60	9.80	10-
5	A10	1917 Big Bend Drive	10,715	9.60	9.80	10-
5	A11	1904 Big Bend Drive	11,582	9.60	9.80	10-
5	A12	1911 Big Bend Drive	11,875	9.60	9.80	10-
5	A13	1923 Big Bend Drive	9,931	9.60	9.80	10-
5	A14	1895 Big Bend Drive	6,710	9.60	9.80	10-
5	A15	1942 Big Bend Drive	10,823	9.60	9.80	10-
5	A16	1890 Big Bend Drive	11,582	9.60	9.80	10-
5	A17	1920 Big Bend Drive	11,582	9.60	9.80	10-
5	A18	1878 Big Bend Drive	10,395	9.60	9.80	10-
5	A19	1860 Big Bend Drive	13,910	9.60	9.80	10-
5	A20	1948 Big Bend Drive	10,232	9.60	9.80	10-
5	A21	1881 Big Bend Drive	14,451	9.60	9.80	10-
5	A22	1866 Big Bend Drive	9,756	9.60	9.80	10-
5	A23	1816 E Algonquin Rd	12,180	9.60	9.80	10-
5	A24	1800 E Algonquin Rd	7,587	9.60	9.80	10-

5	A25	710 Forest Edge Lane	10,999	9.60	9.80	10-
5	A26	360 Hawthorne Lane	19,304	9.60	9.50	10-
5	A27	320 Hawthorne Lane	19,599	9.60	9.50	10-
5	A28	368 Hawthorne Lane	13,100	9.60	9.50	10-
5	A29	317 Hawthorne Lane	15,000	9.60	9.50	10-
5	A30	275 Hawthorne Lane	14,889	9.60	9.50	10-
5	A31	312 Hawthorne Lane	19,663	9.60	9.50	10-
5	A32	388 Hawthorne Lane	12,300	9.60	9.50	10-
5	A33	348 Hawthorne Lane	15,629	9.60	9.50	10-
5	A34	385 Hawthorne Lane	12,800	9.60	9.50	10-
5	A35	376 Hawthorne Lane	13,334	9.60	9.50	10-
5	A36	332 Hawthorne Lane	19,821	9.60	9.50	10-
5	A37	1748 Hawthorne Terr.	10,430	9.60	9.50	10-

5	A38	1758 Hawthorne Lane	11,434	9.60	9.50	10-
5	A39	1718 Hawthorne Terr.	10,430	9.00	9.80	10-
5	A40	1728 Hawthorne Terr.	10,430	9.00	9.50	10-
5	A41	1733 Junior Terr.	6,859	9.00	9.50	10-
5	A42	1732 Junior Terr.	13,700	9.00	9.80	10-
5	A43	1744 Junior Terr.	9,590	9.00	9.80	10-
5	A44	1729 Junior Terr.	6,850	9.00	9.50	10-
5	A45	1748 Junior Terr.	7,322	9.00	9.80	10-
5	A46	1739 Junior Terr.	13,700	9.00	9.80	10-
5	A47	1788 Sherwood	10,205	9.00	9.80	10-
5	A48	1757 Sherwood	9,540	9.00	9.80	10-
5	A49	1744 Sherwood	15,970	9.00	9.50	10-
5	A50	1739 Sherwood	16,839	9.00	9.80	10-
5	A51	1771 Sherwood	19,080	9.00	9.80	10-
5	A52	1797 Sherwood	28,523	9.00	9.80	10-
5	A53	1776 Sherwood	18,960	9.00	9.80	10-
5	A54	1785 Sherwood	10,348	9.00	9.80	10-
5	A55	1710 Woodland	14,712	9.00	9.80	10-
5	A56	485 Bellaire Ave.	10,020	9.00	9.80	10-
5	A57	1884 Big Bend	9,877	9.00	9.80	10-
5	A58	1889 Big Bend	7,436	9.00	9.80	10-
5	A59	1899 Big Bend	8,435	9.00	9.80	10-
5	A60	1905 Big Bend	11,358	9.00	9.80	10-
5	A61	1912 Big Bend	12,850	9.00	9.85	10-
5	A62	1932 Big Bend	11,834	9.00	9.80	10-
5	A63	1949 Big Bend	9,119	9.00	9.80	10-
5	A64	1955 Big Bend	9,082	9.00	9.80	10-
5	A65	1959 Big Bend	12,000	9.00	9.80	10-
5	A66	1963 Big Bend	12,000	9.00	9.80	10-
5	A67	1971 Big Bend	12,000	9.00	9.80	10-
5	A68	1977 Big Bend	8,776	9.00	9.80	10-
5	A69	1984 Big Bend	11,457	9.00	9.80	10-
5	A70	1995 Big Bend	15,000	9.00	9.80	10-

5	A71	1799 Cambell	13,312	9.60	9.80	10-
5	A72	340 Hawthorne	19,766	9.00	9.80	10-
5	A73	1778 Hawthorne Terrace	12,000	9.60	9.80	10-
5	A74	1780 Sherwood	9,404	9.60	9.80	10-
5	A75	1801 Sherwood	12,000	9.40	9.80	10-
5	A76	1818 Sherwood	12,000	9.40	9.80	10-
5	A77	340 Hawthorne Lane	19,766	9.40	9.80	10-
5	A78	332 Hawthorne Lane	19,821	9.60	9.80	10-
5	A79	1780 Sherwood	9,404	9.60	9.80	10-
5	A80	1958 Big Bend	8,482	9.60	9.80	10-
5	A81	1964 Big Bend	9,582	9.60	9.80	10-
5	A82	1968 Big Bend	9,630	9.60	9.80	10-
5	A83	1972 Big Bend	13,030	9.60	9.80	10-
5	A84	1990 Big Bend	8,848	9.60	9.80	10-
5	A85	1998 Big Bend	8,702	9.60	9.80	10-
5	A86	2000 Big Bend	9,429	9.60	9.80	10-
5	A87	1999 Big Bend	9,229	9.60	9.80	10-
5	A88	1991 Big Bend	9,028	9.60	9.80	10-
5	A89	1987 Big Bend	8,791	9.60	9.80	10-

Zone	SITE #	LOCATION	SQ FT	2021 Cost per cut	2022 Cost per cut	2023 Cost per cut
6	A1	Bellaire Ct cul-de-sac	654	10.00	10.80	11.00
6	A2	Ottawa St. greenspace behind houses	13,506	10.60	10.80	11.00
6	A3	Geri Ln greenspace	21,493	15.90	16.30	14.70
6	A4	Church and Lyman	7,310	10.40	10.80	11.00
6	A5	Church St. parkway	6,039	10.40	10.80	11.00
6	A6	S. Lyman parkway	7,014	10.40	10.80	11.00
6	A7	Rand Rd	147,200	9.00	9.30	9.50
6	A8	Des Plaines River Trail	87,732	5.90	6.10	6.30
6	A9	Joseph Schwab Rd	273,202	2.45	2.50	2.55
6	A10	485 Bellaire	12,393	10.60	10.80	11.00
6	A11	Lyman and Lechner	6,250	10.60	10.80	11.00
6	A12	River Rd. East side Beary Ln to River Dr.	1,827	10.60	10.80	11.00
6	A13	Prairie Ave	3,183	10.60	10.80	11.00

Zone	SITE #	LOCATION	SQ FT	2021 Cost per cut	2022 Cost per cut	2023 Cost per cut
7	A1	Woodlawn Ave	3,178	5.30	5.40	5.50
7	A2	Graceland RR crossing	1,211	5.30	5.40	5.50
7	A3	RR easement from Lee to Algonquin	19,838	10.60	10.80	11.00
7	A4	River Rd	3,614	5.30	5.40	5.50
7	A5	River Rd.	22,229	10.40	10.80	11.00
7	A6	Walnut	2,970	5.30	5.40	5.50
7	A8	Northwest Highway	19,053	10.60	10.80	11.00
7	A9	Alley easement behind 1637-1669 Cora	2,977	10.60	10.80	11.00

Zone	SITE #	LOCATION	SQ FT	2021 Cost per cut	2022 Cost per cut	2023 Cost per cut
8	A1	Earl Ave	3,223	5.30	5.40	5.50
8	A2	Lincoln Ave dead end	42,527	27-	27.50	28-
8	A3	Lincoln Ave pedestrian path	4,128	5.30	5.40	5.50
8	A4	Lincoln Ave parkway	4,740	5.30	5.40	5.50
8	A5	Jeanette St	11,594	10.60	10.80	11-
8	A6	Wisconsin RR from Oakton to Howard	160,248	117-	120-	123-
8	A-7	Howard St. water Tank	13,800	10.40	10.80	11-
8	A-9	Lee and Manheim island	400	5.30	5.40	5.50
8	A-10	Prospect & Linden	11,000	10.80	10.80	11-
8	A-11	Illinois cul de sac	2,165	5.30	5.40	5.50
8	A-12	Food Pantry	9,152	10.40	10.80	11-

Zone	SITE #	LOCATION	SQ FT	2021 Cost per cut	2022 Cost per cut	2023 Cost per cut
9	A1	Esser Ct	91,792	10.60	10.80	11.00
9	A2	Touhy Ave parkway	8,575	15.90	16.40	16.70
9	A3	Maple St greenspace	22,523	5.30	5.40	5.50
9	A4	Krowka Dr. cul-de-sac	1,155	10.60	10.80	11.00
9	A5	Eisenhower Dr parkway	8,895	10.60	10.80	11.00
9	A6	Pratt Ave	11,800	10.60	10.80	11.00
9	A7	Devon Ave and Stillwell	151,015	10.60	10.80	10.90
9	A8	Chestnut St	13,905	10.60	10.80	11.00
9	A9	Frontage Rd & Manheim Rd RR easements	263,414	8.00	8.20	8.40
9	A10	River Rd	124,874	2.45	2.50	2.55
9	A11	2555 Maple	242,000	10.60	10.80	11.00
9	A12	Laura and Peter	3,354	15.90	16.40	16.70
9	A13	River Rd.	25,921	10.60	10.80	11.00
9	A14	Jarvis	14,241	10.60	10.80	11.00

**Landscape Maintenance of City of Des Plaines
Maintained Greenspaces (zones 1-9) Pricing
Estimate 37 Cuts per season**

	2021	2022	2023
Zone 1	19,516-	19,906-	20,304-
Zone 2	9,460-	9,650-	9,843-
Zone 3	6,783-	6,920-	7,060-
Zone 4	8,650-	8,823-	9,000-
Zone 5	26,386-	26,914-	27,452-
Zone 6	15,485-	15,795-	16,111-
Zone 7	2,037-	2,078-	2,120-
Zone 8	9,844-	10,041-	10,242-
Zone 9	28,880-	29,458-	30,047-
TOTAL	127,040-	129,585-	132,179-

Perennials and Annuals

PERENNIALS AND ANNUALS, LANDSCAPE BEDS

There are locations in which the contractor shall be responsible for installation and maintenance of annuals, perennials, and other grasses. The areas with landscape beds are as follows: the circle bed at Golf and Wolf roads, and the south side of Northwest Highway from State St. to Mt. Prospect Rd. The annual and perennial plant listing design for each planting bed will be reviewed by City representatives before work begins. Awarded contractor shall provide rendering prior to install. For bidding purposes utilize the following quantities for the schedule of prices which includes planting and watering daily as required/weather dependent for two full weeks:

Location	Spring	Fall
Northwest Hwy.	900 bulbs	45-2 gal. container mums
Lee & Manheim Island	200 bulbs	15-2 gallon container mums

Summer Annual Quantities are listed below:

Location	Northwest Hwy.	Lee & Manheim Island
Material		
Electric Vine Coleus 6"	-	72
Magenta Sunpatient 4.5"	110	150
Orange Sunpatient 4.5"	110	117
Lobularia 4.5"	-	95
White Lobularia 4.5"	-	95
Organic Soil Amendment-yards	2	2
Ephorbia Diamond Frost 4.5"	100	-
Lobularia Purple 4.5"	40	-

Landscape Bed Pricing	Northwest Hwy.	River Road Planters	Lee & Manheim Island
Spring 2021	1125.00		250.00
Summer 2021	2280.00		3582.00
Fall 2021	675.00		225.00
Spring 2022	1145.00		255.00
Summer 2022	2325.00		3654.00
Fall 2022	698.00		230.00
Spring 2023	1165.00		260.00
Summer 2023	2375.00		3726.00
Fall 2023	712.00		235.00

2021 TOTAL 8,137.00

2022 TOTAL 8,307.00

2023 TOTAL 8,473.00

Three Year Landscape Bed Total \$ 24,917.00

River Road Planters

Annuals, perennials, and other materials are to be installed and maintained in planters. The planters are to be addressed with spring annuals, summer annuals, fall mums, and winter decoration requiring rotations throughout the year. There are forty-seven (47) 48" diameter planters. The planters are located along the median on River Road and Elk Blvd. The work shall include installation of plants, additional bedding for planters to be brought to level and the top 2 inches of soil amended prior to installation, 2 weeks of watering until plantings are established, and treating the soil with 3-month slow release fertilizer. Contractor shall supply a proposed rendering for approval by the City. A supplemental watering price is included in the schedule of prices.

Spring Annual Rotation shall include:

- 6-6" specialty annuals for height
- 18-4" specialty annuals

- 10-4" trailing annuals

Summer Annual Rotation shall include:

- 6-6" specialty annuals for height
- 18-4" specialty annuals
- 10-4" trailing annuals

Fall Mum Rotation shall include:

- 6-2 gallon mums per pot

Winter Decoration Rotation completed by 3rd week in November shall include:

- 1 each-Dogwood Dark Red Medium Branches
- 1 each-Bulk Greens - Noble Fir
- 1 each-Bulk Greens - Silver Fir
- 1 each-Bunches - Eucalyptus Seeded
- 1 each-Bunches – Oregonia
- 1 each-Bunches - Red Huckleberry
- 1 each-Bulk Greens - Shore Pine 25# Bale
- 1 each-Bunches - Cedar Incense
- 1 each-Bunches - Eucalyptus Baby Blue
- 1 each-Bunches - Winterberry Large (30"-36" stems)

<u>River Road Planters Pricing</u>	<u>2021</u>		<u>2022</u>		<u>2023</u>	
<u>Spring Annuals</u>	<u>Per pot</u>	185.00	<u>Per pot</u>	189.00	<u>Per pot</u>	193.00
	<u>12 pots</u>	2220.00	<u>12 pots</u>	2265.00	<u>12 pots</u>	2310.00
<u>Summer Annuals</u>	<u>Per pot</u>	185.00	<u>Per pot</u>	189.00	<u>Per pot</u>	193.00
	<u>12 pots</u>	2220.00	<u>12 pots</u>	2265.00	<u>12 pots</u>	2310.00
<u>Fall Mums</u>	<u>Per pot</u>	76.00	<u>Per pot</u>	77.00	<u>Per pot</u>	78.00
	<u>12 pots</u>	912.00	<u>12 pots</u>	924.00	<u>12 pots</u>	936.00
<u>Winter Decoration</u>	<u>Per pot</u>	195.00	<u>Per pot</u>	200.00	<u>Per pot</u>	205.00
	<u>12 pots</u>	2340.00	<u>12 pots</u>	2400.00	<u>12 pots</u>	2460.00
<u>Annual TOTAL</u>		7692.00		7854.00		8016.00

Three Year Planters Total\$ 23,562.00

SCHEDULE OF PRICES

1. LANDSCAPE MAINTENANCE

	2021	2022	2023
CITY MAINTAINED GREENSPACE ANNUAL PRICE	129,041.00	131,585.00	134,179.00
SUPPLEMENTAL MAINTENANCE AS REQUIRED Hourly Rate at 400 HOURS	Hourly Rate \$ <u>30.00</u> 400 Hours \$ <u>12,000.00</u>	Hourly Rate \$ <u>30.00</u> 400 Hours \$ <u>12,000.00</u>	Hourly Rate \$ <u>30.00</u> 400 Hours \$ <u>12,000.00</u>
Mulch Installation on Northwest Highway Corridor (estimate 160 cubic yards)	9600.00	9600.00	9600.00
TOTAL	150,641.00	153,185.00	155,779.00

2. PERENIALS AND ANNUALS

	2021	2022	2023
LANDSCAPE BED and RIVER RD PLANTERS ANNUAL PRICE	15,829.00	16,161.00	16,489.00
SUPPLEMENTAL WATERING PRICE 400 HOURS (20 HRS PER WEEK FOR 20 WEEKS)	Hourly Rate \$ <u>50.00</u> 20,000.00	Hourly Rate \$ <u>50.00</u> 20,000.00	Hourly Rate \$ <u>50.00</u> 20,000.00
TOTAL	35,829.00	36,161.00	36,489.00

Three Year Total Contract Price (Parts 1 and 2): \$ 568,084.00

*this price to be filled in on page 2 of the contract under total contract price

Materials

Any additional material quantities shall not be marked up more than 13% over Contractor's cost.

ADDITIONAL PRICING

Seasonal Snow Plowing Services December through April	2021	2022	2023
¾ ton Pick-up Truck with plow and operator per hour pricing	110.00	112.00	115.00
One-Ton Dump with plow/salter/operator per hour pricing	125.00	127.00	130.00
Skid Steer and operator per hour pricing	165.00	170.00	175.00

ATTACH FIVE REFERENCES WITH A MINIMUM OF 5 MUNICIPAL REFERENCES

Please list any subcontractors who will be utilized in completing the services included in the City of Des Plaines 2021-2023 Contract for Landscape Maintenance in the chart below:

Company	Address	Contact Information
Elk Grove Park District	499 Beisterfield Elk Grove	Theresa Kyriazes
Village of Frankfort	432 Nebraska St Frankfort	Terry Kestel
Joliet Park District	3000 Jeferson St. Joliet	Larry Burich
Park Ridge Park District	733 Prospect Ave	Glen Nance
City Of Lockport	921 State St. Lockport	Jenise Lopez
City of Des Plaines	1420 Miner St	Tom Beuser



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: January 20, 2021

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

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

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

Subject: Approve Purchase of Ford F-350 Truck through the Northwest Municipal Conference

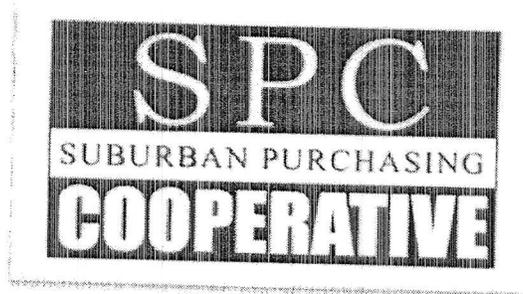
Issue: The approved 2021 City budget includes \$52,000 in funding for the replacement of a model year 2008 Ford F-350 pick-up truck (#5064).

Analysis: As a member of the Northwest Municipal Conference, the City is eligible to participate in the Suburban Purchasing Cooperative joint purchasing program. The program enables municipalities to purchase vehicles and equipment competitively bid by the Suburban Purchasing Cooperative. The replacement Ford F-350 truck for #5064 can be purchased pursuant to Contract #180. The successful vendor for the replacement vehicle is Roesch Ford in the amount of \$45,572. Comparable pricing was received from the State of Illinois CMS joint purchasing contract in the amount of \$48,150.

Recommendation: We recommend approval of the purchase of a Ford F-350 pick-up truck through the Suburban Purchasing Cooperative Contract #180 to Roesch Ford, 303 W. Grand Avenue, Bensenville, IL, 60106 in the amount of \$45,572. This purchase will be funded from the Vehicle Replacement Fund (410-00-000-0000-8020).

Attachments:

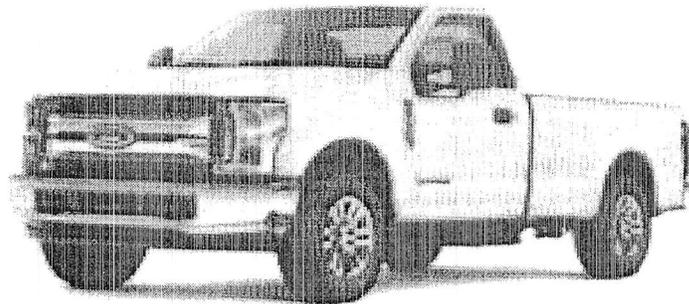
Attachment 1 – Roesch Ford SPC #180 Quote
Resolution R-28-21



2021 FORD F-350

XL 4X2 PICK UP

Contract # 180



ROESCH FORD

Your Full-Line Municipal Dealer

Tentative Order Cut-Off:

**2021 SUPER DUTY® PICKUP
(F-250 / F-350 / F-450)
STANDARD EQUIPMENT**

The following features are standard on every 2021 MY SUPER DUTY® F-SERIES vehicle:

MECHANICAL

- Brakes – Power four-wheel Disc Brakes with Anti-Lock Brake System (ABS)
- Engine
 - F-250/F-350: 6.2L 2 Valve Gas SOHC EFI NA V8 (Flex-Fuel)
 - F-450: 6.7L 4 Valve OHV Power Stroke® V8 Turbo Diesel B20
- Transmission
 - TorqShift®-G Six-Speed Automatic with SelectShift® (F-250 w/6.2L gas)
 - TorqShift® Ten-Speed Automatic with Selectable Drive Modes: Normal, Tow/Haul, Eco, Deep Sand/Snow & Slippery (NA w/ F-250 w/6.2L gas)

EXTERIOR

- Doors
 - Two (Regular Cab only)
 - Four (SuperCab/Crew Cab only)
- Glass
 - Solar-Tinted, complete (Std. XL)
 - Privacy (Std. XLT, Lariat, King Ranch®, Platinum and Limited; NA front-seat windows)
- Jack
 - Two ton mechanical (F-250/F-350 SRW)
 - Four ton hydraulic (F-350 DRW/F-450)
- Lamps – pickup box and cargo area
- Manual Locking Hubs (4x4)
- Moldings – tailgate and box-rail
- Spare tire, wheel, lock & frame mounted carrier
- Tailgate – removable w/key lock, black handle
- "Three-Blink" lane change signal
- Tie-down hooks – pickup box, four (4)
- Tow hooks – front, two (2)
- Trailer Tow Package (F-250/F-350) – 7 wire harness w/relays and 7/4 pin connector
- Trailer Tow Package (F-450) – 7/4 pin connector, 4.30LS rear-axle and GCWR (Reg Cab – 45,300 lbs, Crew Cab 4x4 42,000lbs, Crew Cab 4x2 43,400 lbs)

INTERIOR/COMFORT

- Convenience
 - Coat hooks – LH/RH color-coordinated
 - Dash top tray
 - Dome Lamp – LH/RH door activated & I/P switch operated w/delay
 - Handles, grab – driver & front-passenger
 - Handles, roof ride – front-passenger (also over rear-doors on Crew Cab)
 - Map lights – dual (front and rear w/Crew Cab)
 - Powerpoint, auxiliary
- Door-Trim – color-coordinated, molded w/armrest/grab handle & reflector
- Headliner – color-coordinated cloth
- Hood release
- Horn – dual electric

INTERIOR/COMFORT (continued)

- Instrument panel – color-coordinated w/dual glove box, 4 air registers w/positive shut off, powerpoint
- Instrumentation – Multi-function switch message center w/ice Blue® Lighting® (three (3) button message control on steering wheel for XL; five (5) button control for XLT, Lariat, King Ranch®, Platinum and Limited)
- Scuff plates – front, color-coordinated; Illuminated w/logo on Limited
- Steering – power
- Steering damper
- Windshield wipers – intermittent

SAFETY/SECURITY

- AdvanceTrac® with RSC® (Roll Stability Control™)
- Airbags
 - Driver and Passenger frontal and side airbag/curtain
 - Passenger side airbag deactivation switch
- Center High-mounted Stop Lamp (CHMSL)
- Child tethers (Regular Cab, front-passenger and all rear-seating positions)
- Individual Tire Pressure Monitoring System (TPMS) – SRW/F-350 DRW only
- Safety Belts
 - Belt-Minder® front safety belt reminder – chime and flashing warning light on instrument cluster if belts not buckled
 - Color-coordinated w/height adjustment (front-outboard seating positions only)
- SecuriLock® Passive Anti-Theft System (PATS); includes MyKey® owner controls feature
- SOS Post-Crash Alert System™
- Stationary Elevated Idle Control (SEIC)

FUNCTIONAL

- Alternator
 - 157 Amp (Std. XL)
 - 200 Amp (Std. XLT, Lariat, King Ranch® and Platinum)
 - 332 Amp (Limited)
- Axle
 - Twin I-beam front axle w/coil spring suspension (narrow front track) – 4x2 (F-250 and F-350)
 - Mono-beam front axle w/coil spring suspension (narrow front track) – 4x4 (F-250 and F-350)
 - Mono-beam front axle w/coil spring suspension (wide front track) (F-450)
 - Rear – Non-Limited-Slip (F-250/F-350)
 - Rear – 4.30 Limited-Slip (F-450)
- Battery
 - Gas engine – 650-CCA, 72-AH (XL only)
 - Gas engine – 750-CCA, 78-AH, single (NA XL)
 - Diesel engine – 750-CCA, 78-AH, dual (6.7L Power Stroke® Diesel engine)
- Intelligent Oil-Life Monitor® (6.7L Power Stroke® Diesel engine)
- Oil minder system (6.2L Gas engine)
- Shock absorbers – heavy-duty gas
- Stabilizer bar – front

	Item/Description	Code	Roesch
X	F-350 XL 4X2 Standard		\$24,608.00
	OPTIONS-BODY STYLE		
	Super Cab with 6 3/4' Bed		\$2,395.00
	Crew Cab with 6 3/4' Bed		\$3,495.00
	8' Bed on Super/Crew Cab		\$260.00
	Pick Up Box Delete (Spare Tire Optional)	66D	(\$525.00)
	Dual Rear Wheels (Requires 8' Bed)		\$1,750.00
	OPTIONS-POWERTRAIN		
X	6.2L V-8 with 6-speed Automatic		Std
	6.7L OHV Power Stroke Diesel	99T	\$9551.00
	7.3L 2V V-8 Gas Engine (Flex Fuel)	99G	1551.00
X	Limited Slip Axle X3E		355.00
	Gaseous Prep (does not include Conversion)	98F	\$289.00
	PTO Provision	62R	\$257.00
	Engine Block Heater	41H	\$92.00
	Engine Idle Shut Down (N/A with reverse sensing) Duration _ Minutes		\$231.00
	Dual Extra Duty Alternators (Requires Diesel Motor)	67B	\$105.00
	Extra Heavy-Duty Alternator	67E	\$79.00
	Operator Command Regeneration (Requires Diesel Motor)	98R	\$231.00
	Powertrain Care 3 Year 100,000 Warranty 4x2 Gasoline Motor		\$1,135.00
	Powertrain Care 3 Year 100,000 Warranty 4x4 Gasoline Motor with Snow Plow		\$1,945.00
	OPTIONS- WHEELS, TIRES		
	LT245/75Rx17E BSW A/S (4x2)	TBK	N/C
X	T245/75Rx17E BSW A/S Plus (4x4)	TD8	N/C
	LT245/75Rx17E BSW A/T	TBM	\$152.00
	LT275/70Rx18E BSW A/T Plus (Requires 17S STX Appearance Pkg)	TDX	\$152.00
	Full Size Spare with Box Delete Option	512	\$272.00
	Spare Tire Delete for Pick Up	51X	(\$79.00)
	OPTIONS-FUNCTIONAL		
	Skid Plates-Not Available with 66D Box Delete	41P	\$92.00
	Ultimate Trailer Tow Camera System		

<input type="checkbox"/>	Rear View Camera		
<input type="checkbox"/>	Rear CHMSL Camera		
<input type="checkbox"/>	360 Camera System	53R	\$1506.00
<input type="checkbox"/>	Reverse Guidance		
<input type="checkbox"/>	Requires Power Equipment Group, XL Value Group, & SYNC 3		
<input checked="" type="checkbox"/>	LED Roof Markers Lights	592	\$88.00
<input type="checkbox"/>	Driver Passenger Side Airbags/Curtain Delete N/A 10,000 lbs. or less GVWR-NA with 557	556	(\$180.00)
<input type="checkbox"/>	Front Passenger & Side Airbags/Curtain delete N/A 10,000 lbs. or less GVWR-NA with 556	557	(\$180.00)
<input type="checkbox"/>	AM/FM/SYNC	585	\$507.00
<input type="checkbox"/>	Tailgate Step-N/A with 66D Box Delete	85G	\$345.00
<input checked="" type="checkbox"/>	Tough Bed Spray-In Liner-NA 66D Box Delete	85S	\$496.00
<input type="checkbox"/>	Rear Defroster (Requires Privacy Glass and 90L Power Group)	43B	\$56.00
<input type="checkbox"/>	Privacy Glass (Requires 43B and 90L)	924	\$27.00
<input checked="" type="checkbox"/>	Trailer Brake Controller	52B	\$257.00
OPTIONS-GROUPS/PACKAGES			
<input type="checkbox"/>	XL Value Package		
<input type="checkbox"/>	Cruise Control		
<input type="checkbox"/>	CHROME FRONT & REAR BUMPER	96V	\$395.00
<input type="checkbox"/>	KC96L 1478 Canopied Service Body Includes All Accessories		\$12,645.00
<input type="checkbox"/>	Trailer Plug, 3 Bar Overhead Ladder Rack		\$675.00
<input type="checkbox"/>	Spray-In Bedliner Enter Cargo Area		\$1,950.00
<input type="checkbox"/>	6 Corner Amber LED Strobe System		\$1,100.00
<input type="checkbox"/>	42" LED Arrow Stick		\$1,800.00
<input type="checkbox"/>	53" Legend LED Lightbar		\$1,750.00
<input type="checkbox"/>	Go-Power 3000-Watt Power Inverter		\$1,975.00
<input type="checkbox"/>	Power Equipment Group		
<input type="checkbox"/>	Heated Power Mirrors with Integrated Clearance		
<input type="checkbox"/>	Lamps/Turn Signals		
<input type="checkbox"/>	Perimeter Alarm		
<input type="checkbox"/>	Accessory Delay		
<input type="checkbox"/>	Power Windows/Locks/Tailgate Lock	90L	
<input type="checkbox"/>	Remote Keyless		
<input type="checkbox"/>	Upgraded Door Trim		\$841.00
<input type="checkbox"/>	Regular Cab		\$1,035.00

	Crew/Super		
	FX4 Off Road Package		
	Hill Descent Control		
	Rancho Branded Shocks		
	Transfer Case & Fuel Tank Skid Plates	17X	\$368.00
	N/A with Pickup Box Delete		
	Requires 4x4, All Terrain Tires and Locking Differential		
	Snow Plow Prep Package (Requires 4x4)		
	Upgrade Front Springs	473	\$171.00
	Extra Heavy-Duty Alternator		
<input checked="" type="checkbox"/>	Snow Plow/Camper Package		
	Upgraded Front Springs for Snow Plow		
	Extra Heavy-Duty Alternator		
	Rear Auxiliary Springs	47B	\$225.00
	Rear Stabilizer Bar (SRW Only)		
	Slide-In Camper Certification		
	Heavy Service Front Suspension - Heavy Service Front Springs	67H	\$115.00
OPTIONS-INTERIOR			
<input checked="" type="checkbox"/>	110/400W Outlet	43C	\$69.00
	Rapid Heat Supplemental Cab Heater (Requires Diesel Motor)	41H	\$92.00
	Upfitter Interface Module for PTO Programming	18A	\$272.00
	Ford Pass Connect Wi-Fi hotspot connects up to - Remotely start, Lock and Unlock Vehicle - Schedule	87S	\$207.00
	Advanced Security Pack		
	Securilock		
	Passive Anti-Theft	76Z	N/C
	Inclination/Intrusion Sensors		
<input checked="" type="checkbox"/>	Upfitter Switches	66S	\$152.00
	Remote Start (Requires Power Equipment Group)	76S	\$231.00
	SYNC 3 (Requires Ultimate Tow Package)	913	\$415.00
OPTIONS-ACCESSORIES			
	Stow/Load Ramps - NAA with 66D Box Delete	52R	\$640.00
	LED Warning Strobes-NA with LED Box Light	91S	\$621.00
	Drop-In Bed Liner-NA with 66D Box Delete	85L	\$323.00
<input checked="" type="checkbox"/>	Wheel Well Liner-NA with 66D Box Delete	61M	\$165.00
	Bed Mat-NA with 66D Box Delete	85M	\$139.00

<input checked="" type="checkbox"/>	Front/Rear Splash Guards-NA with 66D Box Delete	61S	\$119.00
<input checked="" type="checkbox"/>	Back Up Alarm	76C	\$128.00
	Rustproofing		\$325.00
<input checked="" type="checkbox"/>	4 Corner Strobes (Requires Upfitter Switches)		\$895.00
	8' Steel Service Body - White Finish		\$6,395.00
<input checked="" type="checkbox"/>	8' Western Snow Plow		\$5,325.00
	8' Boss Snow Plow		\$5,637.00
<input checked="" type="checkbox"/>	Hand Held Controller (Requires Plow)		\$90.00
<input checked="" type="checkbox"/>	Snow Deflector		\$259.00
<input checked="" type="checkbox"/>	Detailed CD Rom Shop Manual		\$275.00
<input checked="" type="checkbox"/>	Delivery More than 50 Miles		\$150.00
<input checked="" type="checkbox"/>	License & Title - M Plates (Shipped)		\$158.00
	Buyers Stainless Steel Insert Dump Body 6' Bed		\$5,163.00
	Western Wideout Plow 8'-10'		\$6,978.00
	Western Tornado Poly Hopper Spreader - 8'-1.8 Cubic YD. Capacity Includes All Accessories Full Feature Pre-Wet System, (2) 50 Gal Tanks		\$11,937.00
	MA200 Fiberglass Service Body + All Accessories Sauber		\$19,345.00
	EXTERIOR		
	AT-Yellow		\$608.00
	BY-School Bus Yellow		\$608.00
	D1-Stone Gray		N/C
	E4-Vermillion		\$608.00
	GR-Green		\$608.00
	M7-Carbonized Gray Magnetic		N/C
	E7 - Velocity Blue		\$608.00
	MB-Orange		\$608.00
	HX - Antimatter Blue		N/C
	PQ-Race Red		N/C
	UM-Agate Black		N/C
	JS - Iconic Silver		N/C
	W6-Green Gem		\$608.00
<input checked="" type="checkbox"/>	Z1-Oxford White		N/C
	INTERIOR		
<input checked="" type="checkbox"/>	Steel 40/20/40 Vinyl		Std
	Steel 40/20/40 Cloth		\$92.00
	Steel 40/Console/40 Vinyl-No Armrest Included (Regular Cab Only)		\$327.00
	Steel 40/Console/40 Cloth- No Armrest Included		\$473.00

OPTIONS-EXTERIOR			
<input checked="" type="checkbox"/>	Platform Running Boards - Regular Cab	18B	\$295.00
	Platform Running Boards - Super/Crew Cab	18B	\$409.00
	Rear View Camera with Prep Kit Available with 66D Pickup Box Delete	872	\$415.00
<input checked="" type="checkbox"/>	Rear CHMSL Camera-Displays in Center Stack (Requires XL Value Package or 585 AM-FM CD Radio)	873	\$184.00
	BLIS (Blind Spot Information System) with Cross-traffic Alert and Trailer Tow (BLIS Sensor in Tail Lamp) Power Equipment Group (90L) on XL; N/A with Pickup Box Delete (66D)	60B	\$496.00
	Reverse Sensing System Not Available with Box Delete	76R	\$225.00
	Box-Link-4 Premium Locking Cleans N/A with Box Delete	66B	\$69.00
	5th Wheel/Goose Neck Prep	53W	\$460.00
	LED Box Lighting-N/A with CHMSL Rear Camera	66L	\$58.00
OPTIONS-FLEET			
	Sirius XM Radio - Requires 585 Radio or SYNC 3	39S	\$171.00
	XL Décor Group - Includes Chrome Front & Rear Bumpers	17F	\$203.00
<input checked="" type="checkbox"/>	Cruise Control	52S	\$216.00
<input checked="" type="checkbox"/>	Daytime Running Lights	942	\$41.00
OPTIONS-OTHER (PLEASE LIST)			
<input checked="" type="checkbox"/>	4x4 Option		\$3,295.00
	8 YR/125,000 Premium Care 4x4		\$4,695.00
	6 YR/100,000 Premium Care 4x4		\$3,065.00
	XLT Pkg		\$4,425.00
<input checked="" type="checkbox"/>	Undercoating		\$250.00
	Seat Covers-Carhartt		\$395.00
<input checked="" type="checkbox"/>	Mud Guards		\$225.00
	Weather Tech Floor Liners-Front		\$195.00
	Western Pro Plow 7 1/2'		\$5,225.00
	Western Pro Plow 8 1/2'		\$5,395.00
	Western Pro Plow 9'		\$5,775.00
	Western Pro Plow 10'		\$6,095.00

Boss Super Duty 7 1/2'	\$5,537.00
Boss Super Duty 8 1/2'	\$5,750.00
Boss 8'2" V-XT Poly Plow with Smart Hitch 2/Rubber Snow Deflector	\$6,982.00
WeatherGuard 164-5-01 Toolboxes with Black Powder-Coat Finish	\$815.00 EA
WeatherGuard 390-5-02 Toolboxes with Black Powder-Coat Finish	\$974.00 EA
Back-Rack 15018 Cab Guard W/30221 "No Drill" Mounting Kit, Installed	\$475.00
Sauber Aluminum 2PC Platform 44"T x 56"W Galvanized Frame 2PC Bumper (No Tow Receiver)	\$6,156.00
WoodBine "Tommy-Gate" Liftgate G2 G2-60-1342EA38 1300# Capacity 55" X 38" 2-Piece Extruded Aluminum Platform 6" Tapered Ramp-Led Tail Light Kit Installed On G-2 Pick-up Liftgate	\$3,985.00
Transfer Backup Camera to Liftgate	\$325.00
LED Highlighter Mini Bar Installed on Cab Guard	\$545.00
Whelen TAD8A Traffic Advisor with InCab Controller	\$1,325.00
WeatherGuard 164-0-01 Low Side Aluminum Diamond Plate Box on C/S	\$849.00
Knapheide 696-2 Service Body 14.5" Deep Compartments - 49" Floor Standard Shelving Consisting of 2 Divider Shelves for Front Verticals, One in Rear Vertical, One in Curbside Horizontal Compartment, Surface Mount LED Tail Lights. Knap-Lined Rear Bumper, Key- Lockable Rivet less NXG Latches, Factory-Painted Standard White. 7-Way Trailer Plug.	\$5,495.00
Modular Service Body Cab Guard, Go-Light Bracket, Mini-Light Bar Mounting Brackets. Powder Coated White	\$1,195.00
Tommy-Gate G2 Liftgate, 1300# Capacity, 49" X38" X 6" Aluminum Platform and LED Light Kit. Includes Modifying Rear Bumper.	\$4,426.00
Rear Grab Handles on Body	\$65.00
LED Compartment Lights	\$1,134.00
C-Tech Drawer Cabinet in D/S Front	\$1,136.00
E-Track PKG W/Hooks	\$856

SUBURBAN PURCHASING COOPERATIVE
 SUPPLEMENT EQUIPMENT OPTIONS CONTRACT #180

X TOMMY-GATE LIFTGATE MODEL G2, MODEL G2-60-1342EA38 1300# CAPACITY, ELECTRIC HYDRAULIC OPERATION WITH TOGGLE SWITCH 55" X38" 2-PIECE ALUMINUM PLATFORM /6" TAPERED RAMP PLATFORM WILL SIT EVEN WITH BED RAILS WHEN STOWED	\$3913.00
X TRANSFER BACKUP SENSORS AND CAMERA TO LIFTGATE USING SENSOR BAR IF NEEDED	\$325.00
WESTERN WIDE-OUT 8'-10' GENERATION 2 SNOW PLOW RUBBER SNOW DEFLECTOR	\$7325.00 \$360.00
X BACKUP ALARM	
X BACK RACK CAB GUARD / 91002 CENTER LIGHT BRACKET	\$65.00
X FEDERAL 15" LOW PROFILE LED LIGHT BAR ON BACKRACK	\$525.00
X WHELEN TAD8A TRAFFIC ADVISOR ON BACKRACK / TADC2L1 CONTROL	\$530.00
X UWS SIDE TOOLBOX (DRIVER SIDE) MODEL TBSM-72 BRIGHT ALUMINUM DIAMOND	\$1325.00 \$494.00
WESTERN V PLOW RUBBER SNOW DEFLECTOR	\$7225.00
WESTERN 1000 TAILGATE SALT SPREADER	\$495.00
X DUAL BATTERIES (86M)	\$2150.00 \$225.00



Title Name _____

Title Address _____

Title City _____

Title Zip Code _____

Contact Name _____

Phone Number _____

Purchase Order Number _____

Fleet Identification Number _____

Tax Exempt Number _____

Total Dollar Amount \$ 45,572.00

Total Number of Units _____

Delivery Address _____

*Orders Require Signed Original Purchase Order and Tax-Exempt Letter Submitted To:

Roesch Ford
303 W Grand Ave
Bensenville, IL 60106
Phone: (630)279-6000 EXT:2254
Brian Kilduff Briankilduff@roeschtrucks.com

CITY OF DES PLAINES

RESOLUTION R - 28 - 21

A RESOLUTION AUTHORIZING THE PURCHASE OF ONE FORD F-350 SERVICE BODY PICK-UP TRUCK FROM ROESCH FORD OF BENSENVILLE, ILLINOIS.

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

WHEREAS, the Public Works and Engineering Department has identified the need to replace truck #5064 with a 2021 Ford F-350 service body pick-up truck with snow plow equipment and lift gate (collectively, "**Vehicle**"); and

WHEREAS, the City has sufficient funds in the Vehicle Replacement Fund during the 2021 fiscal year to purchase the Vehicle; and

WHEREAS, the City is a member of the Northwest Municipal Conference ("**NWMC**"), a corporate organization representing municipalities and townships located within the State of Illinois and the Counties of Cook, DuPage, Kane, Lake and McHenry; and

WHEREAS, the City participates in the NWMC Suburban Purchasing Cooperative ("**SPC**"), which permits local governments to purchase commodities and services according to contracts negotiated by the NWMC, resulting in significant savings for the City; and

WHEREAS, SPC sought bids for the award of SPC Contract #180 for the purchase of the Vehicle; and

WHEREAS, SPC identified Roesch Ford of Bensenville, Illinois ("**Vendor**") as the lowest responsible bidder for SPC Contract #180; and

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

WHEREAS, the City Council has determined that it is in the best interest of the City to purchase the Vehicle from the Vendor in the not-to-exceed amount of \$45,572, in accordance with SPC Contract #180;

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

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

SECTION 2: APPROVAL OF PURCHASE. The City Council hereby approves the purchase of the Vehicle from the Vendor in a total-not-to-exceed amount of \$45,572.

SECTION 3: AUTHORIZATION OF PURCHASE. The City Manager is hereby authorized and directed to execute such documents approved by the General Counsel and to make such payments, on behalf of the City, as are necessary to complete the purchase of the Vehicle from the Vendor in a total-not-to-exceed amount of \$45,572, all in accordance with SPC Contract #180.

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 _____, 2021.

APPROVED this ____ day of _____, 2021.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

Approved as to form:

ATTEST:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Purchase of One Ford F-350 Truck from Roesch Ford through SPC to Replace 5064



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: January 20, 2021
To: Michael G. Bartholomew, MCP, LEED-AP, City Manager
From: Robert Greenfield, Superintendent of Utility Services *RG*
Cc: Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering
Timothy Watkins, Assistant Director of Public Works and Engineering
Subject: Purchase of Sewer Line Rapid Assessment Tool (SL-RAT)

Issue: The 2021 Budget includes \$29,000 in funding for the purchase of a Sewer Line Rapid Assessment Tool.

Analysis: The SL-RAT utilizes acoustic technology to provide quick real-time blockage assessment for sanitary sewer mains up to twelve inches in diameter. It is a cost-effective way to pinpoint where sewer cleaning and closed-circuit televising is needed. Additionally, it saves on wear and tear of the jet-rodding and televising equipment and reduces water usage. Two operators can scan approximately 7,000 to 10,000 feet a day. Once a segment of sewer main is scanned, staff will have a better understanding of where their problem areas may be located so blockages can be removed.

InfoSense is the only company that manufactures this technology. This is a sole source purchase that cannot be competitively bid.

Recommendation: We recommend the City Council waive competitive bidding requirements and approve the purchase of the SL-RAT from InfoSense, Inc., 8116 South Tryon St., Suite B3-203, Charlotte, NC 28273, in the amount of \$26,430 from the Sewer Systems, Equipment Account (500-00-560-8015).

Attachments:

Attachment 1 – Price Quote
Attachment 2 – Specification Sheet
Resolution R-29-21



Billing and Payment Address: 8116 South Tryon St, Suite B3-203, Charlotte, NC 28273

Prepared for:

City of Des Plaines IL

Contact

Rob Greenfield

Phone #

(847) 391-5464

Fax #

Email

rgreenfield@desplaines.org

Price List:

US Price List

InfoSense Contacts

Charlie Rotman

Job Title

Midwest Market Manager

Phone #

(877) 747-3245 x8

Fax #

(704) 930-0145

Email

crotman@infosense.com

Terms and Conditions

Shipment Terms:

FOB Your Dock

Net 30

12/21/20

02/19/21

All shipments are ARO, and subject to final verification upon receipt of order. All items will be shipped UPS ground unless otherwise specified. Please indicate whether partial shipment is acceptable. Shipping charges are Pre-Paid. An electronic copy of this quote may be provided for your convenience. InfoSense retains an original copy of all quotes and will consider the original to be the governing document.

Line#	Part Number	Description	Qty.	Unit of Measure	Price	Net Price	Extended	Price
1	SL-RAT Standard Package*		1	ea	\$ 24,750.00	\$ 24,750.00	\$ 24,750.00	
2	2nd Battery Charger (Optional)		1	ea	\$ 185.00	\$ 185.00	\$ 185.00	
3	Safety Yellow Foam Frame Cushion (Optional)		1	set	\$ 220.00	\$ 220.00	\$ 220.00	
4	1/2 Day Training (Optional)****		1	ea	\$ 850.00	\$ 850.00	\$ 850.00	
5	Shipping & Handling**		1	ea	\$ 425.00	\$ 425.00	\$ 425.00	

*Price includes storage bag, one battery charger, one-year limited warranty, and license for the SL-DOG** web portal software valid for one year from the date of purchase. Annual subscription to the SL-DOG software can be renewed at \$950 for the first year for one unit, and \$300 per unit thereafter.

**Shipping & Handling/Insurance via UPS Ground Service. Excludes any additional applicable taxes, duties, or other government charges.

***Optional Annual Support Agreement - \$3,000 per device available 1 year from original purchase date.

Includes continued SL-DOG online software access, product servicing and repair discounts, up to 2 weeks of SL-RAT loaner use per year, and continued technical support.

****Due to the current situation with COVID-19, InfoSense is offering up to 4 hours of virtual training for a reduced cost of \$425.

If you would prefer in-person training, the cost is \$850 for a 1/2 day and can be scheduled after purchase based on local restrictions in your area.

InfoSense is an approved vendor on BuyBoard. Please indicate "Contract #593-19" on your purchase order and submit directly to InfoSense, Inc.

SL-DOG software consists of three components:

- (1) A local client runs on a PC. It downloads the SL-RAT data from the device and is provided at no charge.
- (2) A cloud-based web portal set up for each customer that can assist with the management of SL-RAT data. It includes the ability to edit measurement data, add manhole ID's, add comments, manage data quality, review productivity and export the SL-RAT data in a variety of formats including Google Earth "kml" and "csv" files.
- (3) A mobile APP that works with iOS and Android to enable entering notes and asset ID's in the field while conducting acoustic assessments.

Comments: (All returned or exchanged items are subject to 25% restocking fee.)

Visit our website: www.infosense.com

PAST WINNER WEF INNOVATIVE TECHNOLOGY AWARD

Grand Total **\$26,430.00**

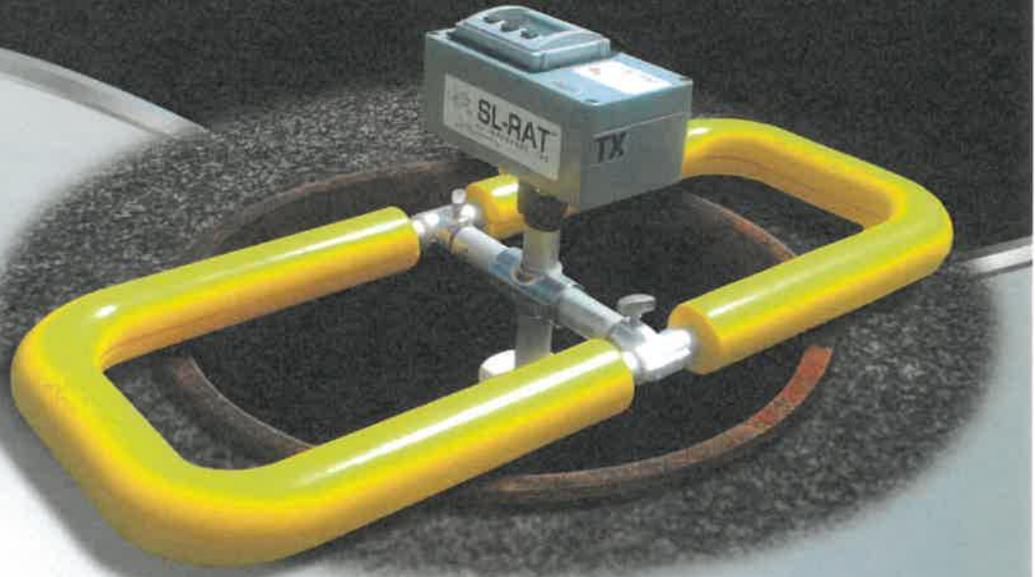
Form Revision Date 4.27.20

OUR TECHNOLOGY IS BASED ON SOUND SCIENCE

Inspect More, Clean Better

MILLIONS OF FEET INSPECTED

- Quickly find blockages in your network
- Inspect over 10,000 ft/day
- Low Cost: 1/10th – 1/20th the cost of CCTV
- Safe – No flow contact, no confined space entry
- Highly portable and easy to operate

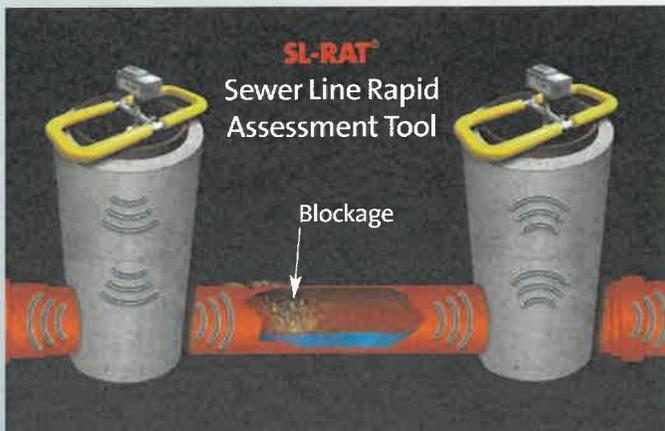


Acoustic Sewer Inspection

SL-RAT® - The Sewer Line Rapid Assessment Tool

The Sewer Line Rapid Assessment Tool, or SL-RAT®, is a highly portable onsite assessment tool for quickly detecting blockage conditions in gravity-fed sewers. The SL-RAT's ability to provide a blockage assessment in 3 minutes or less with no flow contact leads to an operating cost 1/10th to 1/20th that of CCTV. And, more importantly, the SL-RAT now enables wastewater utility operators to economically use a Condition-Based Maintenance strategy to improve SSO performance while using less resources.

The SL-RAT is composed of two components – the Transmitter (TX) and the Receiver (RX). Each SL-RAT device is sold or leased as a pair – with the TX providing the active acoustic transmission through the pipe. Think of the TX as “yelling” down the pipe, and the RX providing the microphone and signal processing capabilities to listen and interpret the received acoustic signal. Think of the RX as the brain “listening” for the blockage and processing the blockage assessment result.



For A DEMO Please Contact:

Walt Woodard, Global Sales Director

E: wwoodard@infosense.com

M: (803) 230-9134

O: (704) 644-1164

F: (704) 930-0145

InfoSense, Inc. • 2102 Cambridge Beltway Drive • Suite D-1 • Charlotte, NC 28273, USA

Sales: 877-PIPECHK ext. 1 • Fax: 704-930-0145 • Email: sales@infosense.com • www.infosense.com

US Patent #8220484 • Portions of this product produced under license from the University of North Carolina at Charlotte • Version: 5-1-16

SL-RAT[®] Specification Sheet

Transmitter (TX)



Receiver (RX)



FEATURE	DESCRIPTION	OPERATING CHARACTERISTICS
Dimensions (Travel Mode)	RX 5.5" X 14" X 33" / TX 5.5" X 14" X 33"	Easily folds for compact storage and transport.
Dimensions (Deployed)	RX 24" X 14" X 33" / TX 27" X 14" X 33"	Rugged swing arm with simple design for pivoting.
Weight RX/TX	RX 11 lbs / TX 18 lbs	Light weight design for easy field deployment.
Travel Bag	CODE ALPHA - Nylon ripstop rugged custom wheeled duffel in combination with PUR foam/Closed Cell PE travel trays.	Provide cushion and device protection in a light weight and easily transportable package.
RX Battery	Custom Heavy Duty Lithium Ion, 1000 charge cycles, 11.1V, 3.6Ah, fully enclosed.	> 1 week battery life; fully charges in ~ 2 hours.
TX Battery	Custom Heavy Duty Lithium Ion, 1000 charge cycles, 11.1V, 3.6Ah, fully enclosed.	> 2 day battery life; fully charges in ~ 2 hours.
Extended Range Visual Display	122 X 32 pixel graphic display with extended environmental protection.	Able to operate from -20 C to +70 C / -4°F to 158°F.
Speaker	Efficient marine grade heavy duty speaker with high fidelity across a broad sound spectrum.	Rugged. Field proven. Reliable.
Microphone	Harsh environment microphone resists effects of water immersion, mud, sand and salt encrustation.	Rugged, Field proven design. Reliable with excellent acoustic performance.
Construction	Constructed using 6061-Aluminum, 301 Stainless, and a composite resin control box.	Provides strength and durability in a light weight package.
Device Memory	RX unit stores up to 200 measurements for download to PC via USB.	Stores > 3 days measurements.
Electronics	Custom designed for efficient power management and maximum signal processing performance. Manufactured in an ISO:9000 certified state-of-the-art facility.	Accurate blockage assessments in real time with long battery life.
Water & Environmental Resistance	Electronics are fully isolated within gasketed enclosures. The speaker is protected within a 6061-Aluminum housing.	Reduced downtime and repair.
Cleanability	Durable surfaces can be cleaned with industrial wipes, alcohol, or other standard cleaning agents.	Economically maintain crew hygiene and health safety.
Communication/Data Syncing	RX and TX communication and synchronization via standard IEEE RF transceiver modules operating within the 2.4GHz ISM band.	Provides infield operation verification and automation.
GPS Enabled	Uses the latest generation energy-efficient and accurate 10Hz "map-grade" GPS chipset found in many high quality mobile consumer devices. GNSS, GLONASS, and GALILEO compatible.	Enables data registration to a nominal +/- 15 feet accuracy level, GPS synched time stamping, and straightforward crew productivity measurement.

CITY OF DES PLAINES

RESOLUTION R - 29 - 21

A RESOLUTION APPROVING THE PURCHASE OF A SEWER LINE RAPID ASSESSMENT TOOL FROM INFOSENSE, 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 use by the Public Works and Engineering Department during the 2021 fiscal year for the purchase of a Sewer Line Rapid Assessment Tool ("**Equipment**"); and

WHEREAS, pursuant to Chapter 10 of Title 1 of the City of Des Plaines City Code and the City's purchasing policy, the City Council has determined that the procurement of the Equipment is not adapted to award by competitive bidding because the Equipment is only manufactured by and available from InfoSense, Inc. ("**Vendor**"); and

WHEREAS, Vendor submitted a proposal for the purchase of the Equipment in the not-to-exceed amount of \$26,430; and

WHEREAS, the City desires to procure the Equipment from the Vendor in the not-to-exceed amount of \$26,430; and

WHEREAS, the City Council has determined that it is in the best interest of the City to purchase the Equipment from the Vendor;

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

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

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

SECTION 3: APPROVAL OF PURCHASE. The City Council approves the purchase by the City of the Equipment from the Vendor in a total not-to-exceed amount of \$26,430.

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 \$26,430.

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 _____, 2021.

APPROVED this ____ day of _____, 2021.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Waive Bid for Purchase of Sewer Line Paid Assessment Tool from InfoSense Inc



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: January 21, 2021
To: Michael G. Bartholomew, MCP, LEED-AP, City Manager
From: Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering
Subject: Potable Groundwater Use Restriction – 800 S. Elmhurst Road

Issue: BP Products North America, Inc. requests a potable groundwater use restriction ordinance for 800 S. Elmhurst Road, Des Plaines in order to obtain a No Further Remediation (NFR) letter from the Illinois Environmental Protection Agency (IEPA). The property is located at the southwest corner of Elmhurst Road and Dempster Street.

Analysis: The NFR letter will complete a Leaking Underground Storage Tank incident (IEMA Incident No. 20031395) from the former BP service station at 1590 S. Elmhurst Road, Mount Prospect, located at the northwest corner of Elmhurst Road and Dempster Street.

The proposed ordinance prohibits the use of groundwater as a potable water source at 800 S. Elmhurst Road, Des Plaines and adjacent rights-of-way. Potable water is defined as any water used for human or domestic consumption, including, but not limited to, water used for drinking, bathing, swimming, washing dishes, or preparing foods.

Recommendation: I recommend adoption of the potable groundwater use restriction ordinance.

Attachments:

Ordinance M-2-21
Exhibit A – Survey and Legal Description

CITY OF DES PLAINES

ORDINANCE M - 2 - 21

AN ORDINANCE PROHIBITING THE USE OF GROUNDWATER AS A POTABLE WATER SUPPLY BY THE INSTALLATION OR USE OF POTABLE WATER SUPPLY WELLS OR BY ANY OTHER METHOD WITHIN THE SPECIFIED LIMITS ON PROPERTY LOCATED AT 800 S. ELMHURST RD. AND ADJACENT RIGHTS-OF-WAY, INCLUDING POINTS OF WITHDRAWAL BY THE CITY OF DES PLAINES.

WHEREAS, certain properties in the City of Des Plaines, Illinois have been used over a period of time for commercial/industrial purposes; and

WHEREAS, because of said use, concentrations of certain chemical constituents in the groundwater under the City may exceed Class I groundwater quality standards for potable resource groundwater as set forth in Tier 1 residential remediation objectives as set forth in 35 Illinois Administrative Code 620 or 35 Illinois Administrative Code 742; and

WHEREAS, the City desires to limit potential threats to human health from groundwater contamination while facilitating the redevelopment and productive use of properties that are the source of said chemical constituents;

NOW, THEREFORE, BE IT ORDAINED, BY THE CITY COUNCIL OF THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS, in exercise of its home rule powers that:

SECTION 1: RECITALS. The recitals set forth above are incorporated herein by reference and made a part hereof, the same constituting the factual basis for this Ordinance.

SECTION 2: USE OF GROUNDWATER AS A POTABLE WATER SUPPLY IS PROHIBITED. The use or attempt to use, as a potable water supply, groundwater from within the specified limits depicted and legally described on *Exhibit A* by the installation or drilling of wells or by any other method is hereby prohibited, including points of withdrawal by the City of Des Plaines.

SECTION 3: PENALTIES. Any person or entity violating the provisions of this Ordinance shall be subject to a fine of up to \$500.00 for each violation, and each day a violation continues shall constitute a separate offense.

SECTION 4: DEFINITIONS.

A. "Person" is any individual, partnership, co-partnership, firm, company, limited liability company, corporation, association, joint stock company, trust, estate, political subdivision, or any other legal entity, or their legal representatives, agents or assigns.

B. "Potable water" is any water used for human or domestic consumption, including, but not limited to, water used for drinking, bathing, swimming, washing dishes, or preparing foods.

SECTION 5: REPEALER. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed insofar as they are in conflict with this Ordinance.

SECTION 6: SEVERABILITY. If any provision of this Ordinance or its application to any person or under any circumstances is adjudged invalid, such adjudication shall not affect the validity of the Ordinance as a whole or of any portion not adjudged invalid.

SECTION 7: EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

CITY CLERK

Published in pamphlet form this
____ day of _____, 2021.

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel



Know what's below.
Call before you dig.

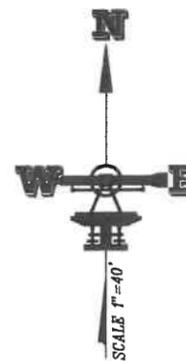
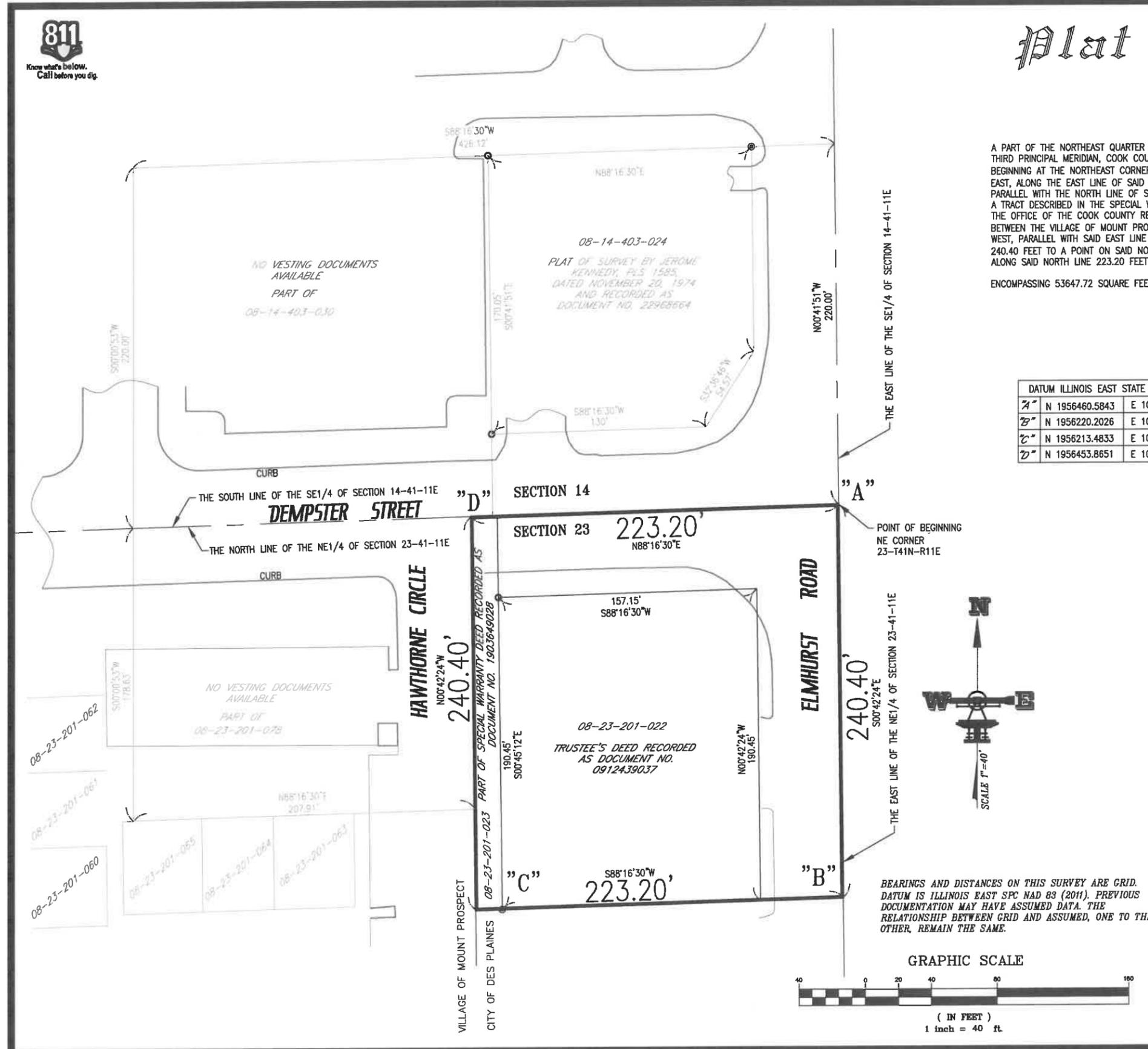
Plat of Survey

of

A PART OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 23 AND RUNNING: THENCE SOUTH 00°42'24" EAST, ALONG THE EAST LINE OF SAID SECTION 23, 240.40 FEET; THENCE SOUTH 88°16'30" WEST, PARALLEL WITH THE NORTH LINE OF SAID SECTION 23, 223.20 FEET TO A POINT ON THE WEST LINE OF A TRACT DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED AS DOCUMENT NUMBER 1903649028 IN THE OFFICE OF THE COOK COUNTY RECORDER, SAID WEST LINE BEING ALSO THE CORPORATION LINE BETWEEN THE VILLAGE OF MOUNT PROSPECT AND THE CITY OF DES PLAINES; THENCE NORTH 00°42'24": WEST, PARALLEL WITH SAID EAST LINE OF SECTION 23 AND ALONG SAID WEST LINE OF THE TRACT, 240.40 FEET TO A POINT ON SAID NORTH LINE OF SECTION 23; AND THENCE NORTH 88°16'30" EAST, ALONG SAID NORTH LINE 223.20 FEET TO THE POINT OF BEGINNING.

ENCOMPASSING 53647.72 SQUARE FEET OR 1.23 ACRES MORE OR LESS.

DATUM ILLINOIS EAST STATE PLANE COORDINATE ZONE 1201 NAD 83 (2011)			
A"	N 1956460.5843	E 1090917.3358	N42°02'14.61144" W087°56'26.42716"
B"	N 1956220.2026	E 1090920.3013	N42°02'12.23661" W087°56'26.40248"
C"	N 1956213.4833	E 1090697.2070	N42°02'12.18034" W087°56'29.35926"
D"	N 1956453.8651	E 1090694.2415	N42°02'14.55517" W087°56'29.38398"



BEARINGS AND DISTANCES ON THIS SURVEY ARE GRID. DATUM IS ILLINOIS EAST SPC NAD 83 (2011). PREVIOUS DOCUMENTATION MAY HAVE ASSUMED DATA. THE RELATIONSHIP BETWEEN GRID AND ASSUMED, ONE TO THE OTHER, REMAIN THE SAME.

STATE OF ILLINOIS
COUNTY OF LIVINGSTON SS
I, CARL J. KRAUSE III, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY.
CULLOM, ILLINOIS _____, 20_20

ILLINOIS PROFESSIONAL LAND SURVEYOR #3655
LICENSE EXPIRES NOVEMBER 30, 2022

- NOTES:
1. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, NONE WAS PROVIDED. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD OR NOT OF RECORD, AFFECTING THIS PROPERTY WHICH ARE NOT SHOWN.
 2. NO TITLE OR EASEMENT DOCUMENTATION WAS PROVIDED BY THE CLIENT.
 3. PLEASE CHECK LAND DESCRIPTION WITH DEED AND REPORT ANY DISCREPANCY IMMEDIATELY.
 4. COMPARE ALL POINTS BEFORE BUILDING BY SAME AND REPORT ANY DISCREPANCY AT ONCE.
 5. BUILDING LINES, IF ANY, SHOWN HEREON ARE BUILDING LINES SHOWN ON THE RECORDED SUBDIVISION PLAT. FOR BUILDING LINE AND OTHER RESTRICTIONS NOT SHOWN HEREON REFER TO YOUR ABSTRACT, DEED, CONTRACT AND LOCAL BUILDING LINE REGULATION.

KRAUSE SURVEYING INC.
ILLINOIS PROFESSIONAL DESIGN FIRM #184-004647
"SERVING ILLINOIS LANDOWNERS FOR OVER 60 YEARS"
115 WEST HACK ST. - P.O. BOX 336 - CULLOM, IL 60929
PHONE (815) 676-0999 ~ FAX (815) 676-4999
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DISTANCES ARE MARKED IN FEET AND DECIMALS
ORDER NO.: 191106
ORDERED BY: ARCADIS U.S. INC.



**PUBLIC WORKS AND
ENGINEERING DEPARTMENT**

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

MEMORANDUM

Date: January 21, 2021
To: Michael G. Bartholomew, MCP, LEED-AP, City Manager
From: Jon Duddles, P.E., CFM, Assistant Director of Public Works and Engineering
Cc: Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering
Subject: FEMA Pre-Disaster Mitigation Program EMC2018PC0005 Demolition Contract – Bid Award

Issue: Bids for the FEMA Pre-Disaster Mitigation Program EMC2018PC0005 Demolition Contract were opened on January 6, 2021.

Analysis: This project consists of the demolition of 12 residential homes located within the Des Plaines River floodway. Once demolition is completed, each parcel will be graded and seeded and remain open space land as required by the FEMA Pre-Disaster Mitigation Program EMC2018PC0005. In accordance with the grant agreement, each home must be demolished within 90 days of acquisition.

The City has already purchased 3 homes, another 3 are under contract, and 6 are currently in the negotiation process. The successful contractor will be notified to proceed with demolition on each individual home once the City takes possession of the property after closing.

Following are the bid results:

BIDDER'S NAME	BID AMOUNT
K.L.F.ENTERPRISES, INC.	\$230,775.00
MCDONAGH DEMOLITION, INC.	\$333,700.00
DELTA DEMOLITION, INC.	\$348,600.00
MARTAM CONSTRUCTION, INC.	\$357,363.00
AMERICAN DEMOLITION CORP.	\$618,504.04

Recommendation: References supplied by the low bidder, K.L.F. Enterprises, Inc. are favorable. We recommend award of the FEMA Pre-Disaster Mitigation Program EMC2018PC0005 Demolition Contract to K.L.F. Enterprises, Inc., 2044 West 163rd Street, Unit 2, Markham, IL 60428 in the amount of \$230,775.00. Source of funding would be the Grant Funded Projects Fund through the reimbursable grant agreement.

Attachments:

Attachment 1 – Bid Tabulation

Resolution R-33-21

Exhibit A – Contract

County: Cook Date: 1/6/2021
 Local Agency: Des Plaines Time: 10:00 AM
 FEMA Pre-Disaster Mitigation Program
 Section: EMC2018PC0005 Demolition Contract
 Estimate: \$450,000.00

Name of Bidder:	KLF Enterprises, LLC	McDonagh Demolition	Martam Construction, Inc.	Fowler Enterprises, LLC	Omega III LLC
Address of Bidder:	2044 W. 163rd St. Suite #2	7243 W. Touhy Avenue	1200 Gasket Drive	41W691 Russell Road	31W566 Spaulding Road
	Markham, IL 60428	Chicago, IL 60631	Elgin, IL 60120	Elgin, IL 60124	Elgin, IL 60120

Proposal Guarantee:					
Terms:					
Approved Engineer's Estimate					

Attended By: Jon Duddles

Item No.	Item	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	BUILDING DEMOLTION - 1876 BIG BEND DRIVE	LUMP SUM	1	\$19,483.00	\$ 19,483.00	\$16,350.00	\$ 16,350.00	\$19,100.00	\$ 19,100.00	\$18,700.00	\$ 18,700.00	\$17,280.00	\$ 17,280.00	\$48,087.58	\$ 48,087.58
2	BUILDING DEMOLTION - 1935 BIG BEND DRIVE	LUMP SUM	1	\$34,580.00	\$ 34,580.00	\$17,350.00	\$ 17,350.00	\$24,200.00	\$ 24,200.00	\$18,700.00	\$ 18,700.00	\$31,605.00	\$ 31,605.00	\$25,363.09	\$ 25,363.09
3	BUILDING DEMOLTION - 1943 BIG BEND DRIVE	LUMP SUM	1	\$35,154.00	\$ 35,154.00	\$18,250.00	\$ 18,250.00	\$24,700.00	\$ 24,700.00	\$18,700.00	\$ 18,700.00	\$32,250.00	\$ 32,250.00	\$35,925.28	\$ 35,925.28
4	BUILDING DEMOLTION - 1981 BIG BEND DRIVE	LUMP SUM	1	\$22,652.00	\$ 22,652.00	\$13,000.00	\$ 13,000.00	\$20,600.00	\$ 20,600.00	\$18,700.00	\$ 18,700.00	\$20,640.00	\$ 20,640.00	\$38,653.18	\$ 38,653.18
5	BUILDING DEMOLTION - 329 HAWTHORNE LANE	LUMP SUM	1	\$30,618.00	\$ 30,618.00	\$17,500.00	\$ 17,500.00	\$20,100.00	\$ 20,100.00	\$18,700.00	\$ 18,700.00	\$27,090.00	\$ 27,090.00	\$43,375.60	\$ 43,375.60
6	BUILDING DEMOLTION - 351 HAWTHORNE LANE	LUMP SUM	1	\$17,439.00	\$ 17,439.00	\$17,100.00	\$ 17,100.00	\$15,300.00	\$ 15,300.00	\$18,700.00	\$ 18,700.00	\$15,480.00	\$ 15,480.00	\$38,058.39	\$ 38,058.39
7	BUILDING DEMOLTION - 384 HAWTHORNE LANE	LUMP SUM	1	\$19,866.00	\$ 19,866.00	\$18,000.00	\$ 18,000.00	\$17,900.00	\$ 17,900.00	\$18,700.00	\$ 18,700.00	\$18,060.00	\$ 18,060.00	\$35,450.37	\$ 35,450.37
8	BUILDING DEMOLTION - 1700 HAWTHORNE TERRACE	LUMP SUM	1	\$18,377.00	\$ 18,377.00	\$14,000.00	\$ 14,000.00	\$16,400.00	\$ 16,400.00	\$18,700.00	\$ 18,700.00	\$15,480.00	\$ 15,480.00	\$25,877.89	\$ 25,877.89
9	BUILDING DEMOLTION - 1700 JUNIOR TERRACE	LUMP SUM	1	\$22,708.00	\$ 22,708.00	\$13,950.00	\$ 13,950.00	\$20,800.00	\$ 20,800.00	\$18,700.00	\$ 18,700.00	\$20,640.00	\$ 20,640.00	\$31,616.80	\$ 31,616.80
10	BUILDING DEMOLTION - 1745 JUNIOR TERRACE	LUMP SUM	1	\$18,377.00	\$ 18,377.00	\$14,500.00	\$ 14,500.00	\$17,300.00	\$ 17,300.00	\$18,700.00	\$ 18,700.00	\$16,770.00	\$ 16,770.00	\$22,166.66	\$ 22,166.66
11	BUILDING DEMOLTION - 1776 JUNIOR TERRACE	LUMP SUM	1	\$16,851.00	\$ 16,851.00	\$13,800.00	\$ 13,800.00	\$15,100.00	\$ 15,100.00	\$18,700.00	\$ 18,700.00	\$15,480.00	\$ 15,480.00	\$28,329.11	\$ 28,329.11
12	BUILDING DEMOLTION - 1794 RAND ROAD	LUMP SUM	1	\$17,495.00	\$ 17,495.00	\$14,250.00	\$ 14,250.00	\$15,600.00	\$ 15,600.00	\$18,700.00	\$ 18,700.00	\$15,480.00	\$ 15,480.00	\$43,380.09	\$ 43,380.09
20	PERFORM ASBESTOS / LEAD PAINT ABATEMENT	SQ. FT.	1,300	\$8.00	\$ 10,400.00	\$3.25	\$ 4,225.00	\$5.00	\$ 6,500.00	\$5.00	\$ 6,500.00	\$5.00	\$ 6,500.00	\$8.50	\$ 11,050.00
21	INLET FILTERS	EACH	8	\$300.00	\$ 2,400.00	\$250.00	\$ 2,000.00	\$100.00	\$ 800.00	\$150.00	\$ 1,200.00	\$1.00	\$ 8.00	\$450.00	\$ 3,600.00
22	PERIMETER EROSION BARRIER	FOOT	6,000	\$3.00	\$ 18,000.00	\$1.50	\$ 9,000.00	\$2.00	\$ 12,000.00	\$2.00	\$ 12,000.00	\$2.20	\$ 13,200.00	\$2.22	\$ 13,320.00
23	TOPSOIL PLACEMENT 4" AND SEEDING WITH STRAW BLANKET	SQ. YD.	15,000	\$9.00	\$ 135,000.00	\$1.70	\$ 25,500.00	\$5.50	\$ 82,500.00	\$6.00	\$ 90,000.00	\$5.60	\$ 84,000.00	\$11.35	\$ 170,250.00
24	PORTABLE TOILETS	EA. CAL. MO	2	\$300.00	\$ 600.00	\$500.00	\$ 1,000.00	\$900.00	\$ 1,800.00	\$250.00	\$ 500.00	\$600.00	\$ 1,200.00	\$250.00	\$ 500.00
25	TRAFFIC CONTROL AND PROTECTION	LUMP SUM	1	\$10,000.00	\$ 10,000.00	\$1,000.00	\$ 1,000.00	\$3,000.00	\$ 3,000.00	\$14,000.00	\$ 14,000.00	\$6,200.00	\$ 6,200.00	\$3,500.00	\$ 3,500.00

Total Bid:	As Read:	\$231,855.00	\$399,700.00	\$348,600.00	\$357,363.00	\$618,504.04
	As Calculated:	\$230,775.00	\$333,700.00	\$348,600.00	\$357,363.00	\$618,504.04

CITY OF DES PLAINES

RESOLUTION R - 33 - 21

**A RESOLUTION APPROVING AN AGREEMENT WITH
K.L.F. ENTERPRISES, INC. FOR DEMOLITION WORK.**

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

WHEREAS, the City has appropriated funds in the Grant Funded Projects Fund for use by the Department of Public Works and Engineering for the demolition of 12 single family homes pursuant to the requirements of the FEMA Pre-Disaster Mitigation Program EMC2018PC0005 Demolition Contract ("*Work*"); and

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

WHEREAS, the City received five bids, which were opened on January 6, 2021; and

WHEREAS, K.L.F. Enterprises, Inc. ("*Contractor*") submitted the lowest responsible bid for the performance of the Work in the total not-to-exceed amount of \$230,775; and

WHEREAS, the City desires to enter into an agreement with Contractor for the completion of the Work in the not to exceed amount of \$230,775 ("*Agreement*"); and

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

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

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

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

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

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

PASSED this ___ day of _____, 2021.

APPROVED this ___ day of _____, 2021.

VOTE: AYES _____ NAYS _____ ABSENT _____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Bid Award to KLF Enterprises Inc for FEMA Demolition Work 2021

CITY OF DES PLAINES



**CONTRACT FOR THE CONSTRUCTION
OF FEMA PRE-DISASTER MITIGATION PROGRAM
EMC2018PC0005 DEMOLITION CONTRACT**

Prepared By

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

**CITY OF DES PLAINES
 CONTRACT FOR THE CONSTRUCTION
 OF FEMA PRE-DISASTER MITIGATION PROGRAM
 EMC2018PC0005 DEMOLITION CONTRACT**

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Contractor’s Certification

- Attachment 1:** Schedule of Prices
- Attachment 2:** Supplemental Schedule of Contract Terms
- Attachment 3:** Specifications
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- Appendix 1:** Prevailing Wage Ordinance

**CITY OF DES PLAINES
CONTRACT FOR THE CONSTRUCTION
OF FEMA PRE-DISASTER MITIGATION PROGRAM
EMC2018PC0005 DEMOLITION CONTRACT**

In consideration of the mutual promises set forth below, the City of Des Plaines, 1420 Miner Street / Northwest Highway, Des Plaines, Illinois 60016, an Illinois municipal corporation (“*Owner*”), and K.L.F. Enterprises, Inc., 2044 West 163rd Street, Unit 2, Markham, IL 60428 a Corporation (“*Contractor*”), make this Contract as of _____, and hereby agree as follows:

ARTICLE I: THE WORK

1.1 Performance of the Work

Contractor, at its sole cost and expense, must provide, perform, and complete all of the following, all of which is herein referred to as the “*Work*”:

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, both as defined in Attachment 2, in accordance with the specifications attached hereto as Attachment 3, the drawings identified in the list attached hereto as Attachment 4, and the Special Project Requirements attached hereto as Attachment 5.
2. Permits. Except as otherwise provided in Attachment 2, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.
3. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this Contract.
4. Taxes. Pay all applicable federal, state, and local taxes.
5. Miscellaneous. Do all other things required of Contractor by this Contract, including without limitation arranging for utility and other services needed for the Work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or

pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged and first quality equipment, materials, and supplies.

1.2 Commencement and Completion Dates

Contractor must commence the Work not later than the “*Commencement Date*” set forth on Attachment 2 and must diligently and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Contract not later than the “*Completion Date*” set forth in Attachment 2. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the “*Contract Time*.”

1.3 Required Submittals

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

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

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

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

1.4 Review and Interpretation of Contract Provisions

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments, and the drawings identified in Attachment 4, all of which are by this reference incorporated into and made a part of this Contract. Contractor must, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned is understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

Contractor must promptly notify Owner of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of this Contract before proceeding with any Work affected thereby. If Contractor fails to give such notice to Owner, then the subsequent decision of Owner as to which provision of this Contract governs is final, and any corrective work required does not entitle Contractor to any damages, to any compensation in excess of the Contract Price, or to any delay or extension of the Contract Time.

When the equipment, materials, or supplies furnished by Contractor cannot be installed as specified in this Contract, Contractor must, without any increase in the Contract Price, make all modifications required to properly install the equipment, materials, or supplies. Any such modification is subject to the prior review and consent of Owner.

1.5 Conditions at the Work Site; Record Drawings

Contractor represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Contractor will have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other investigations is or has been provided by Owner, or is or has been otherwise made available to Contractor by Owner, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are

representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

Contractor is solely responsible for locating all existing underground installations by prospecting no later than two workdays prior to any scheduled excavation or trenching, whichever is earlier. Contractor must check all dimensions, elevations, and quantities indicated in this Contract within the same time period as set forth above for prospecting underground installations. Contractor must lay out the Work in accordance with this Contract and must establish and maintain such locations, lines and levels. Wherever pre-existing work is encountered, Contractor must verify and be responsible for dimensions and location of such pre-existing work. Contractor must notify Owner of any discrepancy between the dimensions, elevations and quantities indicated in this Contract and the conditions of the Work Site or any other errors, omissions or discrepancies which Contractor may discover during such inspections. Full instructions will be furnished by Owner should such error, omission, or discrepancy be discovered, and Contractor must carry out such instructions as if originally specified and without any increase in Contract Price.

Before Final Acceptance of the Work, Contractor must submit to Owner two sets of Drawings of Record, unless a greater number is specified elsewhere in this Contract, indicating all field deviations from Attachment 2 or the drawings identified in Attachment 4.

1.6 Technical Ability to Perform

Contractor represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.7 Financial Ability to Perform

Contractor represents and warrants that it is financially solvent, and Contractor has the financial resources necessary to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.8 Time

Contractor represents and warrants that it is ready, willing, able and prepared to begin the Work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work.

1.9 Safety at the Work Site

Contractor is solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement applies continuously and is not limited to normal working hours. Contractor must take all safety precautions as necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Contractor must conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained permits therefor from the proper authorities. If any public or private right-of-way are rendered unsafe by Contractor's operations, Contractor must make such repairs or provide such temporary ways or guards as are acceptable to the proper authorities.

1.10 Cleanliness of the Work Site and Environs

Contractor must keep the Work Site and adjacent areas clean at all times during performance of the Work and must, upon completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition.

1.11 Damage to the Work, the Work Site, and Other Property

The Work and everything pertaining thereto is provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor is fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing, Contractor must, at its own cost and expense, provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work in order to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing is not explicitly specified, and support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures and landscaping of all kinds and all other public or private property that may be encountered or endangered in providing, performing and completing the Work. Contractor will have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor must, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of the Work. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section exist without regard to, and may not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

1.12 Subcontractors and Suppliers

A. Approval and Use of Subcontractors and Suppliers. Contractor must perform the Work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors, suppliers, and subcontracts used by Contractor must be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier, and subcontract does not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract is subject to all of the provisions of this Contract in the same manner as if performed by employees of Contractor. Every reference in this Contract to "*Contractor*" is deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract must include a provision binding the subcontractor or supplier to all provisions of this Contract.

B. Removal of Subcontractors and Suppliers. If any subcontractor or supplier fails to perform the part of the Work undertaken by it in a manner satisfactory to Owner, Contractor must immediately upon notice from Owner terminate such subcontractor or supplier. Contractor will have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

1.13 Simultaneous Work By Others

Owner has the right to perform or have performed such other work as Owner may desire in, about, or near the Work Site during the performance of the Work by Contractor. Contractor must make every reasonable effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other. Contractor must afford Owner and other contractors reasonable opportunity for the execution of such other work and must properly coordinate the Work with such other work.

1.14 Occupancy Prior to Final Payment

Owner will have the right, at its election, to occupy, use, or place in service any part of the Work prior to Final Payment. Such occupancy, use, or placement in service must be conducted in such manner as not to damage any of the Work or to unreasonably interfere with the progress of the Work. No such occupancy, use, or placement in service may be construed as an acceptance of any of the Work or a release or satisfaction of Contractor's duty to insure and protect the Work, nor may it, unless conducted in an unreasonable manner, be considered as an interference with Contractor's provision, performance, or completion of the Work.

1.15 Owner's Right to Terminate or Suspend Work for Convenience

A. Termination or Suspension for Convenience. Owner has the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice must state the extent and effective date of such termination or

suspension. On such effective date, Contractor must, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.15A above, Owner must pay Contractor (1) such direct costs, excluding overhead, as Contractor has paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination together with ten percent of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit, as Contractor may have reasonably and necessarily incurred as the result of such termination. Any such payment may be offset by any prior payment or payments and is subject to Owner's rights to withhold and deduct as provided in this Contract.

ARTICLE II: CHANGES AND DELAYS

2.1 Changes

Owner has the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time ("*Change Order*"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time must be made within two business days following receipt of such Change Order, and may, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order will entitle Contractor to make any claim for damages, anticipated profits, or other compensation.

2.2 Delays

A. Extensions for Unavoidable Delays. For any delay that may result from causes that could not be avoided or controlled by Contractor, Contractor must, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time will be allowed for any other delay in completion of the Work.

B. No Compensation for Delays. No payment, compensation, damages, or adjustment of any kind, other than the extension of the Contract Time provided in Subsection 2.2A above, may be made to, or claimed by, Contractor because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by Owner or any other party and whether avoidable or unavoidable.

ARTICLE III: CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

A. Inspection. Until Final Payment, all parts of the Work are subject to inspection and testing by Owner or its designated representatives. Contractor must furnish, at its own expense, all reasonable access, assistance, and facilities required by Owner for such inspection and testing.

B. Re-Inspection. Re-inspection and re-testing of any Work may be ordered by Owner at any time, and, if so ordered, any covered or closed Work must be uncovered or opened by Contractor. If the Work is found to be in full compliance with this Contract, then Owner must pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor must pay such cost.

C. Correction. Until Final Payment, Contractor must, promptly and without charge, repair, correct, or replace all or any part of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

3.2 Warranty of Work

A. Scope of Warranty. Contractor warrants that the Work and all of its components will be free from defects and flaws in design, workmanship, and materials; must strictly conform to the requirements of this Contract; and will be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranty herein expressed is in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. Repairs; Extension of Warranty. Contractor, promptly and without charge, must correct any failure to fulfill the above warranty that may be discovered or develop at any time within one year after Final Payment or such longer period as may be prescribed in Attachment 2 or Attachment 5 to this Contract or by law. The above warranty may be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work may be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and may not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

C. Subcontractor and Supplier Warranties. Whenever Attachment 2 or Attachment 5 requires a subcontractor or supplier to provide a guaranty or warranty, Contractor is solely responsible for obtaining said guaranty or warranty in form satisfactory to Owner and assigning said warranty or guaranty to Owner. Acceptance of any assigned warranties or guaranties by

Owner is a precondition to Final Payment and does not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

3.3 Owner's Right to Correct

If, within two business days after Owner gives Contractor notice of any defect, damage, flaw, unsuitability, nonconformity, or failure to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of this Contract, Contractor neglects to make, or undertake with due diligence to make, the necessary corrections, then Owner is entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys' fees and administrative expenses.

ARTICLE IV: FINANCIAL ASSURANCES

4.1 Bonds

Contemporaneous with Contractor's execution of this Contract, Contractor must provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company licensed to do business in the State of Illinois with a general rating of A and a financial size category of Class X or better in Best's Insurance Guide, each in the penal sum of the Contract Price ("*Bonds*"). Contractor, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, must maintain and keep in force, at Contractor's expense, the Bonds required hereunder.

4.2 Insurance

Contemporaneous with Contractor's execution of this Contract, Contractor must provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth in Attachment 2. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies must be in a form, and from companies, acceptable to Owner. Such insurance must provide that no change, modification in, or cancellation of any insurance becomes effective until the expiration of 30 days after written notice thereof has have been given by the insurance company to Owner. Contractor must, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverages and limits set forth in Attachment 2.

4.3 Indemnification

Contractor hereby agrees to and will indemnify, save harmless, and defend Owner and all of it elected officials, officers, employees, attorneys, agents, and representatives against any

and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused solely by the negligence of Owner.

ARTICLE V: PAYMENT

5.1 Contract Price

Owner must pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment 2, and Contractor must accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set forth in Attachment 2 (the "*Contract Price*"), subject to any additions, deductions, or withholdings provided for in this Contract.

5.2 Taxes and Benefits

Owner is exempt from and will not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or excise taxes. The Contract Price includes all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Contractor.

5.3 Progress Payments

A. Payment in Installments. The Contract Price must be paid in monthly installments in the manner set forth in Attachment 2 ("*Progress Payments*").

B. Pay Requests. Contractor must, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request in the form provided by Owner ("*Pay Request*"). The first Pay Request must be submitted not sooner than 30 days following commencement of the Work. Owner may, by written notice to Contractor, designate a specific day of each month on or before which Pay Requests must be submitted. Each Pay Request must include (a) Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and (b) Contractor's certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

C. Work Entire. This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and

to Owner's obligation to pay all or any part of the Contract Price or any other consideration for the Work. Any and all Progress Payments made pursuant to this Article are provided merely for the convenience of Contractor and for no other purpose.

5.4 Final Acceptance and Final Payment

A. Notice of Completion. When the Work has been completed and is ready in all respects for acceptance by Owner, Contractor must notify Owner and request a final inspection ("*Notice of Completion*"). Contractor's Notice of Completion must be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with, or as required by or pursuant to, this Contract ("*Punch List Work*").

B. Punch List and Final Acceptance. The Work may be finally accepted when, and only when, the whole and all parts thereof have been completed to the satisfaction of Owner in full compliance with, and as required by or pursuant to, this Contract. Upon receipt of Contractor's Notice of Completion, Owner must make a review of the Work and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor's completion or correction of all Punch List Work, Owner must make another review of the Work and prepare and deliver to Contractor either a written notice of additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work ("*Final Acceptance*").

C. Final Payment. As soon as practicable after Final Acceptance, Contractor must submit to Owner a properly completed final Pay Request in the form provided by Owner ("*Final Pay Request*"). Owner must pay to Contractor the balance of the Contract Price, after deducting therefrom all charges against Contractor as provided for in this Contract ("*Final Payment*"). Final Payment must be made not later than 60 days after Owner approves the Final Pay Request. The acceptance by Contractor of Final Payment will operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Work.

5.5 Liens

A. Title. Nothing in this Contract may be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies, and other items will, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such title will not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.

B. Waivers of Lien. Contractor must, from time to time at Owner's request and in any event prior to Final Payment, furnish to Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of Owner, that no lien against the Work or the public funds held by Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Contract ("*Lien*") and that no right to file any Lien exists in favor of any person whatsoever.

C. Removal of Liens. If at any time any notice of any Lien is filed, then Contractor must, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner will have the right to retain from any money payable hereunder an amount that Owner, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

D. Protection of Owner Only. This Section does not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor may it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. Owner's retention of funds pursuant to this Section is deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and Owner will have no obligation to apply such funds to such removal but may, nevertheless, do so where Owner's interests would thereby be served.

5.6 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner will have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or excise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

B. Use of Withheld Funds. Owner is entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor has either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner is entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments,

awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

ARTICLE VI: DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

A. Notice of Disputes and Objections. If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of Owner, Contractor may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof; provided, however, that Contractor must, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two business days after receipt of such requirement, direction, instruction, interpretation, determination, or decision, Contractor is conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor will be held to resolve the dispute. Within three business days after the end of the conference, Owner must render its final decision, in writing, to Contractor. If Contractor objects to the final decision of Owner, then it must, within three business days, give Owner notice thereof and, in such notice, must state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor will be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

6.2 Contractor's Remedies

If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within 10 days after receipt of such demand, then Contractor will be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

6.3 Owner's Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any

other requirement of this Contract or has failed to pay its debts as they come due (“*Event of Default*”), and has failed to cure any such Event of Default within five business days after Contractor’s receipt of written notice of such Event of Default, then Owner will have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.
2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys’ fees and administrative costs, incurred by Owner in connection therewith.
3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.
4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
5. Owner may, without terminating this Contract, terminate Contractor’s rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor’s expense.
6. Upon any termination of this Contract or of Contractor’s rights under this Contract, and at Owner’s option exercised in writing, any or all subcontracts and supplier contracts of Contractor will be deemed to be assigned to Owner without any further action being required, but Owner may not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.
7. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys’ fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.

8. Owner may recover any damages suffered by Owner.

6.4 Owner's Additional Remedy for Delay

If the Work is not completed by Contractor, in full compliance with, and as required by or pursuant to, this Contract, within the Contract Time as such time may be extended by Change Order, then Owner may invoke its remedies under Section 6.3 of this Contract or may, in the exercise of its sole and absolute discretion, permit Contractor to complete the Work but charge to Contractor, and deduct from any Progress or Final Payments, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the "*Per Diem Administrative Charge*" set forth in Attachment 2, as well as any additional damages caused by such delay.

6.5 Terminations and Suspensions Deemed for Convenience

Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified will automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.15 of this Contract.

ARTICLE VII: LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

This Contract is binding on Owner and Contractor and on their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party is deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 Relationship of the Parties

Contractor will act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract may be construed (1) to create the relationship of principal and agent, partners, or joint ventures between Owner and Contractor or (2) except as provided in Paragraph 6.3(6) above, to create any relationship between Owner and any subcontractor or supplier of Contractor.

7.3 No Collusion/Prohibited Interests

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it is found that Contractor has, in procuring this Contract, colluded with any other

person, firm, or corporation, then Contractor will be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract will, at Owner's option, be null and void.

Contractor hereby represents and warrants that neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is, directly or indirectly, engaged in, or facilitating, the Work on behalf of any such person, group, entity or nation.

7.4 Assignment

Contractor may not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval will not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor.

7.5 Confidential Information

All information supplied by Owner to Contractor for or in connection with this Contract or the Work must be held confidential by Contractor and may not, without the prior express written consent of Owner, be used for any purpose other than performance of the Work.

7.6 No Waiver

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Work by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner may constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Work, equipment, materials, or supplies, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

7.7 No Third Party Beneficiaries

No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than Contractor may be made or be valid against Owner.

7.8 Notices

All notices required or permitted to be given under this Contract must be in writing and are deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

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

City of Des Plaines	<u>with a copy to:</u>
1420 Miner Street	Elrod Friedman, LLP
Des Plaines, Illinois 60016	325 North La Salle Street, Suite 450
Attention: Jon Duddles	Chicago, Illinois 60654
	Attention: Peter Friedman

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

K.L.F. Enterprises, Inc
2044 West 163rd Street, Unit 2
Markham, IL 60428

The foregoing may not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section, Owner and Contractor each have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address is effective until actually received.

7.9 Governing Laws

This Contract and the rights of Owner and Contractor under this Contract will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

7.10 Changes in Laws

Unless otherwise explicitly provided in this Contract, any reference to laws includes such laws as they may be amended or modified from time to time.

7.11 Compliance with Laws

A. Compliance Required. Contractor must give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (see Subsection C of this Section) (a copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract, has been attached as an Appendix to this Contract; if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate applies to this Contract); any other applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Public Works Discrimination Act, 775 ILCS 10/0.01 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Underground Utility Facilities Damage Prevention Act, 220 ILCS 50/1 et seq., and the Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651 et seq.

B. Liability for Fines, Penalties. Contractor is solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractors' or suppliers', performance of, or failure to perform, the Work or any part thereof.

C. Prevailing Wage Act. Contractor and each subcontractor, in order to comply with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the "Act"), must submit to the City a certified payroll on a monthly basis, in accordance with Section 5 of the Act. The certified payroll must consist of a complete copy of those records required to be made and kept by the Act. The certified payroll must be accompanied by a statement signed by the contractor or subcontractor that certifies that (1) such records are true and accurate, (2) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Act, and (3) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. Contractor may rely on the certification of a subcontractor, provided that Contractor does not knowingly rely on a subcontractor's false certification. On two business days' notice, Contractor and each subcontractor must make available for

inspection the records required to be made and kept by the Act (i) to the City and its officers and agents and to the Director of the Illinois Department of Labor and his or her deputies and agents and (ii) at all reasonable hours at a location within the State.

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

7.12 Compliance with Patents

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

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor must promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Contractor must pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner will have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

7.13 Time

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

7.14 Severability

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

7.15 Entire Agreement

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

7.16 Amendments

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

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

CITY OF DES PLAINES

By: _____

Name: Michael G. Bartholomew

Title: City Manager

Attest:

By: _____

Name: Laura Fast

Title: Deputy City Clerk

K.L.F ENTERPRISES, INC.

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

CONTRACTOR’S CERTIFICATION

_____, being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

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

DATED: _____, 20__.

K.L.F. Enterprises, Inc.

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

Subscribed and Sworn to before me on _____, 20__.

My Commission expires: _____

Notary Public

(SEAL)

**CITY OF DES PLAINES
CONTRACT FOR THE CONSTRUCTION
OF FEMA PRE-DISASTER MITIGATION PROGRAM EMC2018PC0005
DEMOLITION CONTRACT**

ATTACHMENT 1

SCHEDULE OF PRICES

Attachment 1

**FEMA Pre-Disaster Mitigation Program EMC2018PC0005 Demolition Contract
SCHEDULE OF PRICES**

ITEM #	PAY ITEM	UNIT	TOTAL	UNIT COST	TOTAL COST
1	BUILDING DEMOLITION - 1876 BIG BEND DRIVE	LUMP SUM	1	<u>16,350</u>	<u>16,350</u>
2	BUILDING DEMOLITION - 1935 BIG BEND DRIVE	LUMP SUM	1	<u>17,350</u>	<u>17,350</u>
3	BUILDING DEMOLITION - 1943 BIG BEND DRIVE	LUMP SUM	1	<u>18,250</u>	<u>18,250</u>
4	BUILDING DEMOLITION - 1981 BIG BEND DRIVE	LUMP SUM	1	<u>13,000</u>	<u>13,000</u>
5	BUILDING DEMOLITION - 329 HAWTHORNE LANE	LUMP SUM	1	<u>17,500</u>	<u>17,500</u>
6	BUILDING DEMOLITION - 351 HAWTHORNE LANE	LUMP SUM	1	<u>17,100</u>	<u>17,100</u>
7	BUILDING DEMOLITION - 384 HAWTHORNE LANE	LUMP SUM	1	<u>18,000</u>	<u>18,000</u>
8	BUILDING DEMOLITION - 1700 HAWTHORNE TERRACE	LUMP SUM	1	<u>14,000</u>	<u>14,000</u>
9	BUILDING DEMOLITION - 1700 JUNIOR TERRACE	LUMP SUM	1	<u>13,950</u>	<u>13,950</u>
10	BUILDING DEMOLITION - 1745 JUNIOR TERRACE	LUMP SUM	1	<u>14,500</u>	<u>14,500</u>
11	BUILDING DEMOLITION - 1776 JUNIOR TERRACE	LUMP SUM	1	<u>13,800</u>	<u>13,800</u>
12	BUILDING DEMOLITION - 1794 RAND ROAD	LUMP SUM	1	<u>14,250</u>	<u>14,250</u>
20	PERFORM ASBESTOS / LEAD PAINT ABATEMENT	SQ. FT.	1,300	<u>3.25</u>	<u>4,225</u>
21	INLET FILTERS	EACH	8	<u>250</u>	<u>2,000</u>
22	PERIMETER EROSION BARRIER	FOOT	6,000	<u>1.5</u>	<u>9,000</u>
23	TOPSOIL PLACEMENT 4" AND SEEDING WITH STRAW BLANKET	SQ. YD.	15,000	<u>1.7</u>	<u>25,500</u>
24	PORTABLE TOILETS	EA. CAL. MO.	2	<u>500</u>	<u>1,000</u>
25	TRAFFIC CONTROL AND PROTECTION	LUMP SUM	1	<u>1,000</u>	<u>1,000</u>

S.E.
1/5/21

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

EXPLORATION TRENCH	FOOT		<u>19.00</u>
TEMPORARY AGGREGATE, CA - 6	TON		<u>28.75</u>
ABANDONING WATER SERVICE LINE	EACH	12	<u>5,500</u>
TRENCH BACKFILL	CU. YD.		<u>41,500</u>
PAVEMENT PATCHING	SQ. YD.		<u>130.00</u>
			Total Bid <u>\$231,855⁰⁰</u>



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

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

MEMORANDUM

Date: January 20, 2021

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

From: Timothy Watkins, Assistant Director of Public Works and Engineering *TW*

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

Subject: Maple Street Pump Station Improvements

Issue: The 2021 budget includes funds to upgrade the City's transmission water main system and make modifications to the Maple Street Pump Station.

Analysis: The City's water system was initially designed to pump water purchased from the City of Chicago, from the Maple Street pumping station throughout the entire City. In 2015, the City made modifications to the Central Road pump station to accommodate the new water source from the Northwest Water Commission (NWC). This improvement allowed the City to pump 4-5 million gallons of water per day to only portions of the City. Recently the City approved a revised contract with the NWC which allows the City to purchase up to 5.833 million gallons per day. In order to efficiently pump water throughout the City, improvements need to be made to the Maple Street pumping station. These improvements will include transmission main modifications, pressure and metering improvements and new control valves.

The City has a Master Consultant Agreement with Trotter and Associates and they have provided a proposal to perform this design. Their proposal is in the amount of \$45,000.

Recommendation: We recommend approval of Task Order #8 with Trotter and Associates, 40W201 Wasco Rd., Suite D St. Charles, IL 60175 in the amount of \$45,000. Funding source will be Water Fund, Professional Services, 500-00-580-0000.6000.

Attachments:

Resolution R-34-21
Exhibit A – Task Order No. 8

CITY OF DES PLAINES

RESOLUTION R - 34 - 21

**A RESOLUTION APPROVING TASK ORDER NO. 8
UNDER A MASTER CONTRACT WITH TROTTER &
ASSOCIATES, INC., FOR PROFESSIONAL
ENGINEERING SERVICES.**

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

WHEREAS, on January 21, 2019, the City Council approved Resolution R-16-20, which authorized the City to enter into a master contract ("**Master Contract**") with Trotter & Associates, Inc. ("**Consultant**") for the performance of engineering services for the City as such services are needed over time; and

WHEREAS, the City desires to procure professional engineering services for an upgrade to the City's transmission water main and make modifications to the Maple Street Pump Station ("**Engineering Services**"); and

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

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

WHEREAS, Consultant submitted a proposal in the not-to-exceed amount of \$45,000 to perform the Engineering Services; and

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

WHEREAS, the City desires to enter into Task Order No. 8 under the Master Contract for the procurement of the Engineering Services from Consultant in the not-to-exceed amount of \$45,000 ("**Task Order No. 8**"); and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into Task Order No. 8 with Consultant;

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

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

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

SECTION 3: APPROVAL OF TASK ORDER NO. 8. The City Council hereby approves Task Order No. 8 in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel.

SECTION 4: AUTHORIZATION TO EXECUTE TASK ORDER NO. 8. The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, final Task Order No. 8 only after receipt by the City Clerk of at least one executed copy of final Task Order No. 8 from Consultant; provided, however, that if the City Clerk does not receive one executed copy of final Task Order No. 8 from Consultant within 60 days after the date of adoption of this Resolution, then this authority to execute and seal final Task Order No. 8 shall, at the option of the City Council, be null and void.

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

PASSED this ___ day of _____, 2021.

APPROVED this ___ day of _____, 2021.

VOTE: AYES _____ NAYS _____ ABSENT _____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Task Order No 8 with Trotter & Associates for Maple Street Pump Station Improvements

TASK ORDER NO. 8
TO MASTER CONTRACT BETWEEN CITY OF DES PLAINES
AND TROTTER AND ASSOCIATES, INC.
FOR PROFESSIONAL ENGINEERING SERVICES

In accordance with Section 1.2 of the Master Contract dated January 21, 2020 between the City of Des Plaines (the “City”) and Trotter and Associates, Inc. (the “Consultant”), the Parties agree to the following Task Number 8:

1. Contracted Services:

- a. Final Design of modifications to the yard piping at Maple Street Water Storage and Pumping Station to allow the reservoirs to be filled with water from Central Rd Pumping Station via the existing 24” transmission main.
- b. Utilize the partial site topographic survey of the Maple Street Reservoir and Booster Station to be completed under Task Order No. 4. Utilize Preliminary Design developed under Task Order No. 5 to develop the final design.
- c. Design locations of the new watermain connections, valve locations, and meter locations.
- d. Design method and location of new entry for water discharge to the Maple Street reservoir.
- e. Work with the City to select automatic valves and metering as desired.
- f. Specify pre-engineered brick faced building and design appropriate foundation for same.
- g. Design appropriate electrical connection to existing building supply.
- h. Design appropriate instrumentation controls for operation of the system, inclusive of residual pressure transmitter on 12” reservoir fill line, mag meter for flow rate and quantity measurement and control, and level measurement instrumentation in each 5 million gallon reservoir.
- i. Work with the City’s Integrator, Wunderlich-Malec, to implement SCADA modifications for control of the new equipment.
- j. Prepare final plans and specifications for the project.

2. Project Schedule: Estimate 3 weeks to complete once authorized to proceed.

3. Project Specific Pricing (if applicable):
Preliminary design services: Time and Material not to exceed \$45,000.

5. Additional Changes to the Master Contract (if applicable):
Outside services, if any, will be passed through to the City without markup.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

[signature page follows]

CITY

CONSULTANT

Signature
Director of Public Works
And Engineering



Signature
Mark R Sikora, P.E.

_____, 20____
Date

January 15, 2021

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

Signature
City Manager

_____, 20____
Date

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

Signature
City Manager

_____, 20____
Date



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: January 7, 2021
 To: Michael G. Bartholomew, MCP, LEED-AP, City Manager
 From: Michael McMahon, Community and Economic Development Director *mm*
 Subject: Amendment of Title 10 of the City Code of the City of Des Plaines regarding the Backflow Administrative Fee

Issue: On January 19, 2021, the City of Des Plaines City Council will consider Resolution R-19-21 that approves the execution of a Professional Service Agreement (Agreement) with Backflow Solutions, Inc. (BSI).

Analysis: If the resolution is approved, BSI will perform certain duties as part of the administration of the City's Backflow Device Program in accordance with Title 9, Chapter 4 of the City of Des Plaines Municipal Code. The Agreement includes a \$14.95 Data Entry Charge per device. Currently, Title 10 of the City Code of the City of Des Plaines which regulates construction and building permitting in the City, includes a \$10.00 Backflow Administrative Fee.

City staff recommends reducing the City Administrative Fee of \$10.00 to \$5.00. This fee added to the BSI Data Entry Charge will total \$19.95 per device. With 2,845 backflow devices currently within City limits, revenue generated by the City's Backflow Administrative Fee will be approximately \$14,225. The revenue generated will cover the new administrative duties of City Staff.

Recommendation: I recommend the City Council approve Ordinance M-1-21 amending Title 10 of the City Code of the City of Des Plaines establishing a Backflow Administrative Fee of \$19.95.

Attachment:
Ordinance M-1-21

CITY OF DES PLAINES

ORDINANCE M - 1 - 21

**AN ORDINANCE AMENDING SECTION 10-13-3 OF THE
DES PLAINES CITY CODE REGARDING BACKFLOW
ADMINISTRATIVE FEE.**

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, Title 10 of the City Code of the City of Des Plaines, as amended (“*City Code*”), regulates construction and building permitting in the City (“*Construction Regulations*”); and

WHEREAS, Section 10-13-3 of the Construction Regulations sets forth the fees for various types of building permits and inspections (“*Fee Schedule*”); and

WHEREAS, the Fee Schedule includes a \$10 administrative fee per backflow inspection; and

WHEREAS, on January 19, 2021, the City Council adopted Resolution R-19-21 approving an agreement with Backflow Solutions, Inc. for administrative services related to backflow inspections, which will result in additional administrative fees; and

WHEREAS, the City proposes to amend the Fee Schedule to acknowledge the additional third-party administrative fees for backflow inspections; and

WHEREAS, the City Council has determined that it is in the best interest of the City to amend the City Code as set forth in this Ordinance;

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

SECTION 1. RECITALS. The recitals set forth above are incorporated herein by reference and made a part hereof.

SECTION 2. FEES FOR PERMITS AND INSPECTIONS. Section 10-13-3, titled “Fees for Permits and Inspections,” of Chapter 13, titled “Construction Regulations Fee Schedule,” of Title 10, titled “Construction Regulations,” of the City Code is hereby amended to read as follows:

Additions are bold and double-underlined; deletions are struck through.

“10-13-3: BACK FLOW ADMINISTRATIVE FEE:

For any required test of a City of Des Plaines property owner’s backflow or cross-connection device, in accordance of Title 9, Chapter 4 of the City of Des Plaines Municipal Code, a fee shall be paid in accordance with the following schedule:

*	*	*
Backflow Administrative Fee		
■ Backflow Administrative Fee ¹²	\$ 10.00 <u>19.95</u> per device”	

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.

[SIGNATURE PAGE FOLLOWS]

Additions are bold and double-underlined; ~~deletions are struck through.~~

PASSED this _____ day of _____, 2021.

APPROVED this _____ day of _____, 2021.

VOTE: Ayes _____ Nays _____ Absent _____

MAYOR

ATTEST:

CITY CLERK

Published in pamphlet form this
_____ day of _____, 2021

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Ordinance Amending City Code Re_Backflow Administrative Fee

Additions are bold and double-underlined; ~~deletions are struck through.~~

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF DES PLAINES, ILLINOIS HELD VIA ZOOM VIDEO CONFERENCE ON TUESDAY, JANUARY 19, 2021

CALL TO ORDER:

The regular meeting of the City Council of the City of Des Plaines, Illinois, was called to order by Mayor Bogusz at 7:00 p.m. The meeting was lived-streamed via: <http://desplaines.org/accessdeplaines> and played on DPTV Channel 17 on Tuesday, January 19, 2021.

ROLL CALL:

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

Also present were: City Manager Bartholomew, Director of Public Works and Engineering Oakley, Community and Economic Development Director McMahon, Human Resources Director Madison, Fire Chief Anderson, Police Chief Anderson, and General Counsel Weiss.

PRAYER AND PLEDGE:

The prayer was offered by Alderman Moylan followed by the Pledge of Allegiance to the Flag of the United States of America offered by Alderman Rodd.

PUBLIC COMMENT:

The City of Des Plaines continues to follow social distancing requirements. In response to the risks created by the COVID-19 outbreak, Governor Pritzker issued Executive Order 2020-07 on March 16, 2020, suspending the Open Meetings Act provision relating to in-person attendance by the members of the public body. Tonight's meeting is allowed to be conducted via video conferencing.

Public comments were allowed to be e-mailed to publiccomments@desplaines.org or phoned in to the City Clerk's Office by 5:00 p.m. on January 19, 2021.

There were no public comments.

MAYORAL ANNOUNCEMENT

On March 16, 2020, a Declaration of Civil Emergency for the City of Des Plaines related to the COVID-19 emergency was authorized. The Declaration provided that: (1) the City may enter into contracts for the emergency purchase of goods and services; (2) the City Manager may implement emergency staffing protocols pursuant to the City's respective collective bargaining agreements; and (3) directed City officials and employees to cooperate with other government agencies.

In accordance with Illinois statutes, the Mayor's Declaration lasted only for a period of seven days, unless it was extended by action of the City Council. At each subsequent City Council meeting, the City Council, by motion, extended the Declaration until the next adjournment of the next special or City Council meeting. This extension of the Declaration includes Mayor Bogusz's Supplemental Order dated July 29, 2020.

Moved by Goczkowski, seconded by Rodd, to extend the Mayor's March 16, 2020 Declaration of Civil Emergency until the adjournment of the next regular, special, or emergency meeting of the City Council. Upon roll call, the vote was:

AYES: 6 - Moylan, Rodd, Zadrozny
 Chester, Smith, Goczkowski
 NAYS: 0 - None
 ABSENT: 2 - Lysakowski, Brookman
 Motion declared carried.

**MANAGER'S
 REPORT:**

City Manager Bartholomew introduced the new Media Director Jennie Vana. Ms. Vana expressed her appreciation for the opportunity to work at the City of Des Plaines.

**CITY ATTORNEY/
 GENERAL
 COUNSEL
 REPORT:**

General Counsel Weiss reported that two objections were filed to electoral petitions. The Electoral Board met on January 7 and January 11, 2021 to hear both cases. One of the cases was dismissed and the other case was voted on. Both petitions that were challenged will remain on the ballot.

**CONSENT
 AGENDA:**

Moved by Moylan, seconded by Rodd, to establish the Consent Agenda. Upon voice vote, the vote was:

AYES: 6 - Moylan, Rodd, Zadrozny
 Chester, Smith, Goczkowski
 NAYS: 0 - None
 ABSENT: 2 - Lysakowski, Brookman
 Motion declared carried.

Moved by Moylan, seconded by Rodd, to approve the Consent Agenda. Upon roll call, the vote was:

AYES: 6 - Moylan, Rodd, Zadrozny
 Chester, Smith, Goczkowski
 NAYS: 0 - None
 ABSENT: 2 - Lysakowski, Brookman
 Motion declared carried.

Minutes were approved; Ordinance M-1-21 was approved; Resolutions R-19-21, R-20-21, R-21-21, R-26-21 were adopted.

**APPROVE AGMT/
 BACKFLOW
 SOLUTIONS:**

Consent Agenda

Moved by Moylan, seconded by Rodd, to approve Resolution R-19-21, A RESOLUTION APPROVING A PROFESSIONAL SERVICE AGREEMENT WITH BACKFLOW SOLUTIONS, INC. FOR ADMINISTRATIVE SERVICES FOR THE CITY'S BACKFLOW TESTING PROGRAM. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
 R-19-21**

**APPROVE CITY
 CODE
 AMENDMENT/
 BACKFLOW FEE:**

Moved by Moylan, seconded by Rodd, to approve Ordinance M-1-21, AN ORDINANCE AMENDING SECTION 10-13-3 OF THE DES PLAINES CITY CODE REGARDING BACKFLOW ADMINISTRATIVE FEE. Motion declared carried as approved unanimously under Consent Agenda.

**Ordinance
 M-1-21**

**APPROVE TRUCK
PURCHASE/
SUTTON AUTO
GROUP:**

Moved by Moylan, seconded by Rodd, to approve Resolution R-20-21, A RESOLUTION AUTHORIZING THE PURCHASE OF ONE FORD F-550 TRUCK CHASSIS FROM SUTTON AUTO GROUP AND RELATED EQUIPMENT FROM HENDERSON PRODUCTS, INC. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-20-21**

**APPROVE IDOT
RESOLUTION:**

Moved by Moylan, seconded by Rodd, to approve Resolution R-21-21, A RESOLUTION FOR MAINTENANCE UNDER THE ILLINOIS HIGHWAY CODE (21-00000-00-GM). Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-21-21**

**APPROVE IDOT
AGMT/
CIVILTECH
ENGINEERING/
RAND ROAD
SIDEPATH
PROJECT:**

Moved by Moylan, seconded by Rodd, to approve Resolution R-26-21, A RESOLUTION APPROVING THE EXECUTION OF A LOCAL AGENCY AGREEMENT WITH IDOT AND AN ENGINEERING SERVICES AGREEMENT WITH CIVILTECH ENGINEERING, INC. IN CONNECTION WITH THE CONSTRUCTION OF THE RAND ROAD SIDEPATH PROJECT. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution
R-26-21**

**APPROVE
MINUTES:
Consent Agenda**

Moved by Moylan, seconded by Rodd, to approve the Minutes of the City Council meeting of January 4, 2021, as published. Motion declared carried as approved unanimously under Consent Agenda

NEW BUSINESS:

FINANCE & ADMINISTRATION – Alderman Chester, Chairman

**WARRANT
REGISTER:**

Moved by Chester, seconded by Moylan, to approve the Warrant Register of January 19, 2021 in the Amount of \$1,791,352.80 and approve Resolution R-18-21.

Upon roll call, the vote was:

**Resolution
R-11-21**

AYES: 6 - Moylan, Rodd, Zadrozny
Chester, Smith, Goczkowski

NAYS: 0 - None

ABSENT: 2 - Lysakowski, Brookman

Motion declared carried.

COMMUNITY DEVELOPMENT – Alderman Rodd, Chairman

**CONSIDER
SUPPORT OF**

Community and Economic Development Director McMahon reviewed a memorandum dated January 7, 2021.

COMMUNITY SERVICES – Alderman Goczkowski, Chairman

CONSIDER
SENIOR CENTER
SUBSIDIES:

- Resolution R-23-21**
- Resolution R-24-21**
- Resolution R-25-21**

Alderman Goczkowski explained the Des Plaines Community Senior Center serves Des Plaines seniors through social engagement, physical programs and volunteer opportunities. The City annually subsidizes programs offered by the Senior Center. The three items on tonight’s agenda for funding were previously approved for the 2021 Budget.

Steve Samuelson, President and CEO of the Frisbie Senior Center provided a year-end summary of the Meals on Wheels program and the health and support services that are offered by the Center.

The Meals on Wheels program provides meals and monitors the Senior Community. Over the course of 2020, the program served 31 different individuals, prepared and delivered 295 meals while the Social Worker conducted six assessments and eight reassessments.

The Des Plaines Community Senior Center provided health screenings and support services intermittently throughout the year. Due to the COVID-19 pandemic, the Center operated according to the Restore Illinois plan and modified its operations significantly.

Mr. Samuelson expressed his appreciation for the City of Des Plaines’ support and is looking forward to phasing in more on-site programs for 2021 as the COVID-19 pandemic eases.

Moved by Chester, seconded by Zadrozny to approve Resolutions R-23-21, A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE DES PLAINES PARK DISTRICT AND THE DES PLAINES COMMUNITY SENIOR CENTER FOR THE PROVISION OF FUNDING FOR SERVICES; R-24-21, A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE DES PLAINES COMMUNITY SENIOR CENTER FOR THE PROVISION OF FUNDING FOR THE MEALS ON WHEELS PROGRAM and R-25-21, A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE DES PLAINES COMMUNITY SENIOR CENTER FOR THE PROVISION OF FUNDING FOR HEALTH AND SUPPORT SERVICES.

Upon roll call, the vote was:

AYES: 5 - Moylan, Rodd, Zadrozny
Chester, Goczkowski

NAYS: 0 - None

ABSENT: 2 - Lysakowski, Brookman

ABSTAIN: 1 - Smith

Motion declared carried.

ADJOURNMENT:

Moved by Zadrozny, seconded by Goczkowski to adjourn the meeting. The meeting adjourned at 8:23 p.m.

Laura Fast – Deputy City Clerk

APPROVED BY ME THIS _____

DAY OF _____, 2021

Matthew J. Bogusz, MAYOR



MEMORANDUM

Date: January 21, 2021
To: Michael G. Bartholomew, City Manager
From: Dorothy Wisniewski, Assistant City Manager/Director of Finance
Subject: Resolution R-30-21, February 1, 2021 Warrant Register

Recommendation: I recommend that the City Council approve the February 1, 2021 Warrant Register Resolution R-30-21.

Warrant Register.....\$5,439,041.19

Estimated General Fund Balance
Balance as of 12/31/2020: \$28,622,919
Please use caution when evaluating this number as revenues fluctuate dramatically from month to month due to delays in receiving sales tax revenue from the State and 1st & 2nd installments of property tax revenue.

CITY OF DES PLAINES

RESOLUTION

R-30-21

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.

February 1, 2021

City of Des Plaines

Warrant Register 02/01/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Fund: 100 - General Fund						
Department: 00 - Non Departmental						
1	4631	Nonresident Ambulance Fees	8341 UMR Insurance	DPIL-200017610:2	Medical Reimbursement DOS 05/12/2020	1,584.71
2	4631	Nonresident Ambulance Fees	8340 GPM Life	DPIL-200032593:1	Medical Reimbursement DOS 08/29/2020	95.72
3	4849	Miscellaneous Revenues	8338 Barcham, Helen	Refund 12/11/20	Refund Difference-Real Est Tax Pd-Sale Price Reduced	40.00
Total 00 - Non Departmental					1,720.43	

Elected Office						
Division: 110 - Legislative						
4	5310	Membership Dues	1319 IL Municipal League	2021 Dues	2021 Membership Dues - Citywide	3,500.00
5	5310	Membership Dues	2980 Chicago Metropolitan Agency for Planning	FY2021-055	2021 Membership Dues, City-Wide	2,207.01
6	6000	Professional Services	7692 Advantage Government Strategies LLC	1986	Lobbyist Services - December 2020 - R-208-19	5,000.00
7	6000	Professional Services	1016 Alfred G Ronan LTD	January 2021	Lobbyist Services - January 2021 - R-182-20	5,000.00
Total 110 - Legislative					15,707.01	

Division: 120 - City Clerk						
8	5310	Membership Dues	1649 Municipal Clerks of IL	2021 City Clerk	2021 City Clerk Dues	80.00
9	5310	Membership Dues	1649 Municipal Clerks of IL	2021 Dep Clerk	2021 Deputy Clerk Dues	80.00
10	6000	Professional Services	8197 American Legal Publishing Corporation	5011	Internet Web Hosting 01/01/2021-12/31/2021	500.00
11	6005	Legal Fees	8133 Elrod Friedman LLP	2734	12-20 Non-Retainer Electoral Challenges	7,991.00
12	6100	Publication of Notices	1050 Journal & Topics Newspapers	184906	FEMA Mitigation/EMC Demo Contract 12/23/2020	95.21
13	6110	Printing Services	1106 Chromatech Printing Inc	8884/25950	1,000 Welcome Package Folders	2,183.00
14	6110	Printing Services	1106 Chromatech Printing Inc	8885/25951	1,000 Welcome Package Envelopes	901.00
15	7000	Office Supplies	1644 Warehouse Direct Inc	4853212-0	Folders, Pens, DVD Discs, Rubber Fingers, Air Dusters	94.31
16	7000	Office Supplies	1644 Warehouse Direct Inc	4853212-1	1 Box CD Mailing Envelopes	44.63
17	7200	Other Supplies	5079 RV Enterprises Ltd	12200144	1,000 Pens for Meeting Give-Aways	357.50
18	7200	Other Supplies	5079 RV Enterprises Ltd	12200145	500 House Magnets for Meeting Give-Aways	717.50
19	7200	Other Supplies	5079 RV Enterprises Ltd	12200146	500 Cleaning Cloths for Meeting Give-Aways	482.50
20	7200	Other Supplies	5079 RV Enterprises Ltd	12200147	500 Measuring Tapes for Meeting Give-Aways	569.50
21	7200	Other Supplies	1046 Hinckley Spring Water	2533573 011021	Water Supply 12/10/2020	6.88
Total 120 - City Clerk					14,103.03	

Total 10 - Elected Office					29,810.04
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City of Des Plaines

Warrant Register 02/01/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
City Administration						
Division: 210 - City Manager						
22	7000	Office Supplies	1233 Press Tech Inc	47302	2 Reams of Letterhead - CM	156.00
23	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 011021	Water Supply 12/10/2020	99.29
Total 210 - City Manager					255.29	

Division: 220 - Legal						
24	6005	Legal Fees	8133 Elrod Friedman LLP	2732	12-20 Non-Retainer Matters	317.50
25	6005	Legal Fees	8133 Elrod Friedman LLP	2733	12-20 Non-Retainer 2020 Flood Event	495.00
26	6005	Legal Fees	8133 Elrod Friedman LLP	2738	12-20 Reimb Casino Matters	900.00
27	6005	Legal Fees	8133 Elrod Friedman LLP	2744	12-20 Non-Retainer Litigation	906.00
28	6009	Legal Fees - Admin Hearings/Prosecutions	1073 Bartel, Raymond	21-01	Legal Services 01/04-01/12/2020	1,220.00
29	6010	Legal Fees - Labor & Employment	1127 Clark Baird Smith LLP	13450R	Legal Services 11/23-12/31/2020	20,048.75
Total 220 - Legal					23,887.25	

Division: 230 - Information Technology						
30	6000	Professional Services	5934 Tyler Technologies Inc	025-316447	Incode Court Training 11/10/20	1,000.00
31	6000	Professional Services	5934 Tyler Technologies Inc	045-325503	Custom Interfaces for 2021 CED Cert. Complete 12/7/20 - 12/11/20	700.00
32	6000	Professional Services	5934 Tyler Technologies Inc	045-325636	Executime Professional Services 8/3/20-12/31/20	7,616.00
33	6300	R&M Software	5068 IT Savvy LLC	01237882	Co-Term VMWare Maintenance 01/27/2021 - 01/26/2022	5,138.60
34	6300	R&M Software	5934 Tyler Technologies Inc	045-320674	Software Maintenance Agreement - 1/1/21 - 12/31/21 R-1-21	129,177.40
35	6300	R&M Software	1322 Insight Public Sector	1100797726	NetMotion License Renewal 12/15/2020 - 12/15/2021	6,154.40
36	6305	R&M Equipment	2664 Speedlink Solutions Inc	709409	Barracuda Spam Filter Maintenance 01/02/21-01/02/22	1,788.96
37	6305	R&M Equipment	6963 Curvature Inc	90589954	Server Maintenance Contract 01/01/2021 - 01/31/2021	117.00
38	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 011021	Water Supply 12/10/2020	44.35
Total 230 - Information Technology					151,736.71	

Division: 240 - Media Services						
39	6108	Public Relations & Communications	5079 RV Enterprises Ltd	12200149	100 High Capacity Flash Drives with DP Logo	595.00
40	6115	Licensing/Titles	1006 ASCAP American Society of Composers, Authors & Pub	100005630285	Music Performance License 1/1/2020-12/31/2020	734.00

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
41	6195	Miscellaneous Contractual Services	5826 Granicus Inc	132983	govAccess Hosting, Support, Maintenance 01/01-12/31/2021	3,500.00
42	6195	Miscellaneous Contractual Services	8125 Monsido Inc	INV-19813	Web & Accessibility Compliance 01/01-12/31/2021 incl. Heatmaps	4,300.00
Total 240 - Media Services					9,129.00	

Division: 250 - Human Resources						
43	5340	Pre-Employment Testing	1015 Alexian Brothers Corporate Health Svcs	715926	PW New Hire Pre-Employment Testing 12/10/2020	156.00
44	5340	Pre-Employment Testing	1015 Alexian Brothers Corporate Health Svcs	715927R	PD New Hire Pre-Employment Testing 12/10/2020	136.00
45	5340	Pre-Employment Testing	1015 Alexian Brothers Corporate Health Svcs	715975	PW New Hire Pre-Employment Testing 12/14/2020	216.00
46	5340	Pre-Employment Testing	8291 Accurate Employment Screening LLC	AUR2019639	Applicant Background Screenings 12/01-12/31/2020	526.00
47	5530	Employee Assistance Program	4651 Perspectives	97509	Employee Assistance Program 01/01-01/31/21	620.00
48	6100	Publication of Notices	1485 ILCMA - IL City/County Management Assoc	2383	HR Job Ad 01/08-01/29/2021	50.00
49	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 011021	Water Supply 12/10/2020	33.86
Total 250 - Human Resources					1,737.86	

Division: 260 - Health & Human Services						
50	6550	Subsidy - Senior Citizen Cab Service	3344 Taxi One of Des Plaines Inc	0000022	Taxi Cab Voucher Program Nov/Dec 2020 M 12-11	180.00
Total 260 - Health & Human Services					180.00	

Total 20 - City Administration					186,926.11
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Department: 30 - Finance						
51	7000	Office Supplies	1644 Warehouse Direct Inc	4853073-0	Paper, Wall Calendar, Calendar Refill, Pens	57.99
52	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 011021	Water Supply 12/10/2020	128.17
Total 30 - Finance					186.16	

Community Development						
Division: 410 - Building & Code Enforcement						
53	6000	Professional Services	3337 HR Green Inc	140097	Building Services/Inspections 11/1/20-11/30/20	7,719.48
54	6000	Professional Services	8304 TPI Building Code Consultants Inc	202012	Health Inspections - December 2020	855.00
55	6000	Professional Services	6315 B&F Construction Code Services Inc	55305	Plan Review - 12/28/20 - Project # 1122390	3,579.64

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
56	6005	Legal Fees	8133 Elrod Friedman LLP	2745	12-20 Non-Retainer Property Enforcement Matters	3,844.00
57	6005	Legal Fees	8133 Elrod Friedman LLP	2746	12-20 Non-Retainer Property Enforcement Matters	570.00
58	6025	Administrative Services	7961 BridgePay Network Solutions LLC	7058	Utility Web & Business License Transactions Fees for Dec 2020	82.70
59	6310	R&M Vehicles	1036 Des Plaines Car Wash	Nov/Dec2020 City	2 Car Washes 11/18/2020 & 12/23/2020	6.00
60	7000	Office Supplies	1644 Warehouse Direct Inc	4850742-0	6 Reams Paper for 2021 Business Licenses	86.46
61	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 011021	Water Supply 12/10/2020	138.76
Total 410 - Building & Code Enforcement					16,882.04	

Division: 420 - Planning & Zoning						
62	6005	Legal Fees	8133 Elrod Friedman LLP	2756	12-20 Non-Retainer Matters	1,640.00
63	7200	Other Supplies	2016 Signarama	41724	4 Name Plates - CED	92.76
Total 420 - Planning & Zoning					1,732.76	

Total 40 - Community Development					18,614.80
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Public Works & Engineering						
Division: 100 - Administration						
64	6025	Administrative Services	7615 Sebis Direct Inc	31317	Utility Bill Rendering Services for Bill Drop 12/18/2020	179.49
65	6025	Administrative Services	7961 BridgePay Network Solutions LLC	7058	Utility Web & Business License Transactions Fees for Dec 2020	41.68
Total 100 - Administration					221.17	

Division: 510 - Engineering						
66	6310	R&M Vehicles	1036 Des Plaines Car Wash	Nov/Dec2020 City	2 Car Washes 11/18/2020 & 12/23/2020	6.00
Total 510 - Engineering					6.00	

Division: 520 - Geographic Information Systems						
67	6195	Miscellaneous Contractual Services	1060 Municipal GIS Partners Inc	5001	Geographic Information System Support 12/01-12/31/2020	13,932.80
Total 520 - Geographic Information Systems					13,932.80	

Division: 530 - Street Maintenance						
68	6040	Waste Hauling & Debris Removal	7706 Lakeshore Recycling Systems LLC	0004513724	Street Sweeping Disposal - 09/21/2020	524.20
69	6040	Waste Hauling & Debris Removal	7706 Lakeshore Recycling Systems LLC	0004513805	2.66 Tons Street Sweeping Disposal - 09/25/2020	559.60

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
70	6040	Waste Hauling & Debris Removal	7706 Lakeshore Recycling Systems LLC	0004531583	2.07 Tons Street Sweeping Disposal - 10/07/2020	400.00
71	6045	Utility Locate Services	1052 Julie Inc	2020-0451	Annual Assessment 2nd-4th Quarter 2020	2,724.46
72	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	185533	9 Tree Removals - 12/28/2020, R-169-19	5,600.75
73	6170	Tree Maintenance	6555 Landscape Concepts Management Inc	185534	25 Trees Removed - 01/04-01/06/2021, R-169-19	16,241.75
74	6195	Miscellaneous Contractual Services	1559 Continental Weather Svc	193454	Weather Forecasting - 01/01/2021-01/31/2021	150.00
75	6195	Miscellaneous Contractual Services	7050 DGO Premium Services Company	201230	Sidewalk Snow Removal - 12/29-12/30/2020, R-154-10	6,300.00
76	6195	Miscellaneous Contractual Services	7050 DGO Premium Services Company	210101	Sidewalk Salting - 01/01/2021 Morning, R-154-20	2,500.00
77	6195	Miscellaneous Contractual Services	7050 DGO Premium Services Company	210102	Sidewalk Salting & Snow Removal 1/1 (Night)-1/2/2021 (Morning)	6,300.00
78	6195	Miscellaneous Contractual Services	7050 DGO Premium Services Company	210103	Sidewalk Salting & Snow Removal - 01/03/2021, R-154-20	4,400.00
79	6325	R&M Street Lights	1044 H&H Electric Co	35994	Locate Streetlight & Cables - Oakton & White - 11/16/2020	201.84
80	7020	Supplies - Safety	1057 Menard Incorporated	72046	4 Storage Clip Boards	76.48
81	7035	Supplies - Equipment R&M	6799 Kimco USA Inc	8789	Gear Oil & Grease Fitting Caps - Salt Conveyor	422.29
82	7050	Supplies - Streetscape	1057 Menard Incorporated	71071	GFI Outlets for Holiday Light Repairs	82.36
83	7055	Supplies - Street R&M	2810 High PSI LTD	69742	Graffiti Remover	465.00
84	7055	Supplies - Street R&M	1057 Menard Incorporated	72045	Graffiti Removal Supplies	29.92
85	7055	Supplies - Street R&M	1057 Menard Incorporated	72224	Graffiti Removal Supplies - Chestnut & Prospect Fence	35.60
Total 530 - Street Maintenance					47,014.25	

Division: 535 - Facilities & Grounds Maintenance						
86	6145	Custodial Services	8073 Crystal Maintenance Services Corporation	27232	Cleaning Services - Jan 2021, R-185-19	7,650.00
87	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	01-174	Exterior Pest Control - City Hall & Police Station - 01/01/2021	80.00
88	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	01-175	Interior Pest Control - City Hall & Police Station - 01/01/2021	193.00
89	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	102144	Pest Control Services - 11/20/2020	118.00
90	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	102145	Pest Control Services - Pantry - 11/30/2020	97.00

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
91	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	102146	Pest Control Bait Stations - Pantry - 11/30/2020	138.00
92	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4072297723	Mat Service - Metra Station - 01/06/2020	35.00
93	6195	Miscellaneous Contractual Services	5017 United Rent A Fence	41423	Temporary Fence Rental - PW - 01/23/2021-03/23/2021	300.30
94	6195	Miscellaneous Contractual Services	1311 Hill/Ahern Fire Protection LLC	7240	Fire Alarm & Sprinkler Inspections - 12/22/2020	1,015.00
95	6195	Miscellaneous Contractual Services	1311 Hill/Ahern Fire Protection LLC	7241	Fire Alarm Inspections - 12/24/2020	500.00
96	6195	Miscellaneous Contractual Services	1311 Hill/Ahern Fire Protection LLC	7242	Fire Alarm Inspections - 12/28/2020	1,000.00
97	6195	Miscellaneous Contractual Services	5214 State Industrial Products	901818938	Drain Maintenance Program 01/08/2021	106.09
98	6195	Miscellaneous Contractual Services	4583 Argon Electric Company, Inc	9370	Electrical Repairs - Miner Water Tower - 12/31/2020	8,887.00
99	6315	R&M Buildings & Structures	7689 Ambius	016730CS302775	January 2021 Bill for Plant Maintenance	353.94
100	6315	R&M Buildings & Structures	1025 Bedco Inc	096754	Service Call - City Hall - 12/23/2020, R-167-19	220.00
101	6315	R&M Buildings & Structures	1025 Bedco Inc	096755	Damper Repair - City Hall - 12/21/2020, R-167-19	1,112.95
102	6315	R&M Buildings & Structures	1025 Bedco Inc	096756	Economizer Replacement - Fire Station #62, 12/18/2020	1,626.00
103	6315	R&M Buildings & Structures	1025 Bedco Inc	096757	Check Asphalt & FEMA Buildings - 12/23/2020	165.00
104	6315	R&M Buildings & Structures	1025 Bedco Inc	096758	RTU Damper Sets - Fire Station #63 - 12/18/2020, R-167-19	165.00
105	6315	R&M Buildings & Structures	1025 Bedco Inc	096760	No Heat Service Call - Maple Pump Station - 12/16/2020, R-167.19	1,171.45
106	6315	R&M Buildings & Structures	1025 Bedco Inc	096764	Filter Change - Gun Range - 01/04/2021, R-167-19	110.00
107	6315	R&M Buildings & Structures	1025 Bedco Inc	096770	Service Contract - Jan 2021, R-167-19	615.00
108	6315	R&M Buildings & Structures	1025 Bedco Inc	096770	Service Contract - Jan 2021, R-167-19	615.00
109	6315	R&M Buildings & Structures	6468 Northern Contracting Inc	8893	Guardrail Repair - Food Pantry - 12/23/2020	994.00
110	6315	R&M Buildings & Structures	2350 Anderson Elevator Co	INV-34323-K2X6	Elevator Inspection Services - 11/01/2020	424.20
111	6315	R&M Buildings & Structures	2350 Anderson Elevator Co	INV-34323-K2X6	Elevator Inspection Services - 11/01/2020	212.10
112	6315	R&M Buildings & Structures	2350 Anderson Elevator Co	INV-36714-Q1K7	Elevator Maintenance - 01/01/2021	424.20
113	6315	R&M Buildings & Structures	2350 Anderson Elevator Co	INV-36714-Q1K7	Elevator Maintenance - 01/01/2021	212.10
114	7025	Supplies - Custodial	1029 Cintas Corporation	4072297631	Cleaners, Paper Towels, Air Freshener, Soap, Mats, Etc.	142.15

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
115	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1055709	Deadbolt Lever - Train Station Coffee Shop	135.20
116	7045	Supplies - Building R&M	2480 Just Faucets	194483	Shower Valves - Fire Station #62	40.21
117	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	5531762	Guard Rod Set - IT, 15 Amp Time Delay Cartridge - PW	33.28
118	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	5531762	Guard Rod Set - IT, 15 Amp Time Delay Cartridge - PW	14.50
119	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	7025534	Plumbing Supplies - Fire Station #62	5.97
120	7045	Supplies - Building R&M	1057 Menard Incorporated	72223	Door Latch - Pantry	19.98
121	7045	Supplies - Building R&M	1057 Menard Incorporated	72227	Mortar, Putty Knife, & Silicone - Fire Station #62	18.41
122	7045	Supplies - Building R&M	1057 Menard Incorporated	72231	Gate Latch & Cedar 2x4s - Pantry	30.54
123	7045	Supplies - Building R&M	1057 Menard Incorporated	72424	Conduit - PW	28.73
124	7045	Supplies - Building R&M	5214 State Industrial Products	901818215	Primezyme, Battery, & Fragrance Packs	333.21
125	7045	Supplies - Building R&M	5969 Security Equipment Supply Inc	M42362	Door Access Control Boards - 12/15/2020	6,265.54
Total 535 - Facilities & Grounds Maintenance					35,608.05	

Division: 540 - Vehicle Maintenance						
Line #	Account	Vendor	Invoice	Invoice Description	Amount	
126	6040	Waste Hauling & Debris Removal	2214 Liberty Tire Recycling	1961354	Tire Recycling - 12/26/2020	416.06
127	6040	Waste Hauling & Debris Removal	8076 Excel Oil Service	E0005367	250 Gals Used Oil Recycling - 12/11/2020	75.00
128	6135	Rentals	1029 Cintas Corporation	4071638690	Mechanic's Uniform Rental - 12/30/2020	153.57
129	6135	Rentals	1029 Cintas Corporation	4072215692	Mechanic's Uniform Rental - 01/06/2021	138.27
130	6195	Miscellaneous Contractual Services	1741 Praxair Distribution Inc	60800162	Cylinder Tank Rentals - 11/20/2020-12/20/2020	577.29
131	6195	Miscellaneous Contractual Services	1741 Praxair Distribution Inc	60885017	Cylinder Tank Refills - 12/23/2020	506.11
132	6305	R&M Equipment	6598 Cummins Inc	F2-3459	Generator Maintenance - 12/14/2020	3,246.11
133	6310	R&M Vehicles	8231 Folta, Edmund V	02025	2-Way Radio Installation - PW 5123 - 12/27/2020	184.49
134	6310	R&M Vehicles	5030 Napleton's Arlington Heights Chrysler Jeep Dodge	214444	Transmission Repair 12/31/2020	1,078.00
135	6310	R&M Vehicles	1643 Golf Mill Ford	825910	Programmed Brake Assist - 12/31/2020	147.95
136	7020	Supplies - Safety	1703 Prosafty Inc	2/874760	40 Respirators for Welding & Grinding	100.00
137	7030	Supplies - Tools & Hardware	1043 WW Grainger Inc	9763276962	Grinding Discs & Kneeling Pads	125.36
138	7030	Supplies - Tools & Hardware	4868 Hunt, Woody R	Reimb 12/29/2020	Tool Reimbursement - Mechanic - 12/29/2020	500.00

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139	7035	Supplies - Equipment R&M	4330 City Limits Systems Incorporated	11019	Prowash Soap	240.90
140	7035	Supplies - Equipment R&M	2164 JB Metal Works Inc	19380	Steel Plate Gussets for 4 x 1 Bucket	216.00
141	7035	Supplies - Equipment R&M	3441 ODB-Old Dominion Brush Company Inc	7344245	Vent Screens	3,122.10
142	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_156640	Wheel Chocks & Control Valve	327.78
143	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0179053	Auto Transmission Fluid	127.98
144	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0179291	Brake Pads & Rotors	128.54
145	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0180091	12 Air Filters	168.72
146	7040	Supplies - Vehicle R&M	4330 City Limits Systems Incorporated	11012	Prowash Pressure Washer Soap	525.20
147	7040	Supplies - Vehicle R&M	6244 Valvoline LLC	132977390	Engine Oil & Washer Solvent	879.39
148	7040	Supplies - Vehicle R&M	1501 Foster Coach Sales Inc	20958	Door Handles - Stock	1,093.16
149	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	494023P	Timing Chain, Tensioners, Seals, Gaskets, Rocker Arms, Etc.	388.38
150	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	494053P	Sprockets, Gaskets, Rocker Arm Assemblies, Bolts	496.30
151	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	494540P	Power Transfer Unit	867.48
152	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	494672P	Washer Hoses	78.34
153	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	494737P	Brake Rotors & Pads	295.14
154	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	494880P	Transmission Cooler Lines	173.44
155	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	495251P	HVAC Actuator Motor	29.10
156	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-783118	3 Air Filters	211.46
157	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-783348	4 Batteries & Core Deposits	501.88
158	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-783652	Core Deposits Returned	(72.00)
159	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-783747	Diesel Exhaust Fluid	99.90
160	7040	Supplies - Vehicle R&M	1057 Menard Incorporated	71825	Velcro - Truck First Aid Kits	67.88
161	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	8488154	Shrink Tube, Nuts, Bolts, Tubing, Wheel Weights, Etc.	379.00
162	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	8504021	Tire Weight, Shrink Tubing, Clevis Pins, Grease, Etc.	308.49
163	7040	Supplies - Vehicle R&M	1053 Kimball Midwest	8511420	Plow Bolts & Lock Nuts	386.08

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164	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P06619	2 Air Tanks	398.37
165	7040	Supplies - Vehicle R&M	4328 Batteries Plus Bulbs (#490)	P33495120	4 Batteries	383.08
166	7040	Supplies - Vehicle R&M	4328 Batteries Plus Bulbs (#490)	P34257118	Four 12V Batteries	385.80
167	7120	Gasoline	7349 Wex Inc	69385286	Fuel Purchases - 12/31/2020	135.42
168	7120	Gasoline	5415 Gas Depot Inc	86885-1	4,098 Gals Unleaded Gas - 12/31/2020, R-26-20	4,031.08
169	7130	Diesel	5415 Gas Depot Inc	86886-1	1,701 Gals 5% Bio Diesel - 12/31/2020, R-26-20	2,124.79
Total 540 - Vehicle Maintenance					25,747.39	

Total 50 - Public Works & Engineering	122,529.66
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Police Department						
Division: 100 - Administration						
170	5310	Membership Dues	2352 Intl Assoc of Chiefs of Police Inc (IACP)	0153648	Admin Database Annual Fee- Police Dept 2/01/2021-1/31/2022	1,225.00
171	7300	Uniforms	1489 JG Uniforms Inc	80669	Initial Uniforms for New Chief 12/21/2020	1,093.45
Total 100 - Administration					2,318.45	

Division: 610 - Uniformed Patrol						
172	7200	Other Supplies	4177 Uline Inc	128306328	Service Kit For Impulse Sealer (H-1042)	38.96
173	7200	Other Supplies	4177 Uline Inc	128397237	Mil Poly Evidence Bags	322.06
174	7200	Other Supplies	2509 Lynn Peavey Co	375855	Evidence Bags, GSR Kits	171.50
175	7200	Other Supplies	2803 IPC Industrial Packaging Concepts	38356B	Evidence Bags-Kapak (3 cases)	439.13
176	7320	Equipment < \$5,000	4177 Uline Inc	128315957	11" Vornado Room Fan	117.54
Total 610 - Uniformed Patrol					1,089.19	

Division: 620 - Criminal Investigation						
177	5310	Membership Dues	2399 Mid-States Organized Crime Information Center	13039-1308	2021 Membership for Police Dept 1/1-12/31/2021	250.00
178	6015	Communication Services	1315 IL Public Safety Agency Network	0042270	LEAD App for 6 Phones 1/1-6/30/2021	396.00
179	6195	Miscellaneous Contractual Services	1572 LexisNexis Risk Solutions	1037713-20201231	Investigations Database December 2020	226.20
180	6195	Miscellaneous Contractual Services	1517 Trans Union LLC	12050660	Investigations Database December 2020	116.27
181	6195	Miscellaneous Contractual Services	1683 Thomson Reuters	843621818	Investigations Database December 2020	324.15
Total 620 - Criminal Investigation					1,312.62	

Division: 630 - Support Services						
182	5310	Membership Dues	1430 Law Enforcement Records Managers of IL	20-105	LERMI 2021 Membership 1/1/2021-12/31/2021 - 2 Records Clerks	40.00

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183	6000	Professional Services	5975 Aero Removals Trisons Inc	20826A	Removal and Transport of 2 Deceased - December 2020	700.00
184	6015	Communication Services	1027 Call One	360280	Communication Service 01/15-02/14/2021	41,359.71
185	6185	Animal Control	1266 Northwest Animal Hospital PC	00430031	Stray Animals December 2020 (11)	1,122.40
186	6190	Tow/Storage/Abandoned Fees	1567 Schimka Auto Wreckers, Inc	1/1/2021	December 2020 Towing Services (5)	271.00
187	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8181224687	Shredding Services PD 12/11, 12/17, 12,23, 12/28/2020	553.48
188	6300	R&M Software	4913 Trittech Software Systems	303285	RMS & FBR Software R & M Annual Fee 1/11/2021-1/10/2022	11,697.05
189	6310	R&M Vehicles	1036 Des Plaines Car Wash	Dec 2020 Police	9 Squad Washes Dec 2020	54.00
190	6345	R&M Police Range	3882 Best Technology Systems Inc	BTL-20008-12	Service Agreement for Range Cleaning and Maintenance Dec 2020	690.00
191	6345	R&M Police Range	3882 Best Technology Systems Inc	BTL-20008-13	Disposal of Hazardous Waste from Range 12/23/2020	510.00
192	7000	Office Supplies	1644 Warehouse Direct Inc	4860608-0	Wall Calendar, Labels, Pens, Note Pads	53.48
193	7000	Office Supplies	1644 Warehouse Direct Inc	4861309-0	Paper, Pens, Desk Pads	172.51
194	7015	Supplies - Police Range	1288 Eagle Point Gun/TJ Morris & Son	141537	2021 Department Ammunition 9mm 25 Cases	5,150.00
195	7200	Other Supplies	4177 Uline Inc	128306329	20 " Impulse Sealer, Service Kit For Impulse Sealer (H-306)	40.73
196	7300	Uniforms	1489 JG Uniforms Inc	80199	New CSO Uniform, 2 Shirts, 1 Pants, Belt, Traffic Vest, Raincoat	352.17
197	7300	Uniforms	1489 JG Uniforms Inc	80645	New CSO Uniform 1 Pants, 2 Nameplate, 1 Jacket, Badge	398.00
198	7300	Uniforms	1489 JG Uniforms Inc	80860	New CSO Uniform 2 Shirts 12/22/2020	87.67
199	7320	Equipment < \$5,000	4177 Uline Inc	128306329	20 " Impulse Sealer, Service Kit For Impulse Sealer (H-306)	210.00
200	7525	Meals	1076 Sam's Club Direct	1334	Prisoner Meals , Juice (5), Hot Pocket (12)	195.66
Total 630 - Support Services					63,657.86	

Total 60 - Police Department	68,378.12
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Fire Department						
Division: 100 - Administration						
201	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8181066332	On-Site Shredding-Sta 61 12/11/2020	74.35
202	6195	Miscellaneous Contractual Services	1801 Petty Cash	Fire-2020	Petty Cash Reimbursements for 2020	20.00
203	7000	Office Supplies	1801 Petty Cash	Fire-2020	Petty Cash Reimbursements for 2020	6.08
Total 100 - Administration					100.43	

City of Des Plaines

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Division: 710 - Emergency Services						
204	5325	Training	1252 NIPSTA	01052021	Misc. Training Classes 01/11-01/19/2021-FF/Para, Lt & Div Chief	4,695.00
205	5345	Post-Employment Testing	1015 Alexian Brothers Corporate Health Svcs	715526	Return To Work Eval -1 Paramedic 11/27/2020	95.00
206	5345	Post-Employment Testing	1015 Alexian Brothers Corporate Health Svcs	715679	Return To Work Eval -1 Lieutenant 12/01/2020	95.00
207	6035	Dispatch Services	5973 Emergency Twenty Four Inc	95633	Elevator Alarm Dispatch December 2020	1,955.00
208	6195	Miscellaneous Contractual Services	1801 Petty Cash	Fire-2020	Petty Cash Reimbursements for 2020	20.00
209	6195	Miscellaneous Contractual Services	1801 Petty Cash	Fire-2020	Petty Cash Reimbursements for 2020	20.00
210	6195	Miscellaneous Contractual Services	1801 Petty Cash	Fire-2020	Petty Cash Reimbursements for 2020	20.00
211	6300	R&M Software	8334 ImageTrend Inc.	126287	Sub-Agency Data Migration One-Time Fee for 2020	1,500.00
212	6300	R&M Software	7255 ESO Solutions Inc	ESO-47281	FireHouse & CAD Support 02/01/2021-01/31/2022	4,362.05
213	6305	R&M Equipment	1519 Sensit Technologies	0303082-IN	Repair to Sensit Meter 01/08/2021	731.28
214	6305	R&M Equipment	1080 Air One Equipment Inc	164036	74 Computer Air Mask Flow Tests, Hose Assy, Covers & Straps 12/23	5,500.00
215	6305	R&M Equipment	2440 DJS Scuba Locker Inc	9230	2020 Annual Service of Dive Equipment-12/5-12/15/2020	2,676.00
216	7035	Supplies - Equipment R&M	7261 FireCraft Safety Products LLC	20-4747	1 Motorized Pump	586.31
217	7035	Supplies - Equipment R&M	1660 Safety-Kleen Systems Inc	84923141	Parts Washer Solvent-Sta 63	400.00
218	7035	Supplies - Equipment R&M	1801 Petty Cash	Fire-2020	Petty Cash Reimbursements for 2020	14.27
219	7200	Other Supplies	1080 Air One Equipment Inc	164193P	Saw Blades, NY Hooks, Bolt Cutters, Striking Tools	2,278.00
220	7200	Other Supplies	1148 WS Darley & Co	17421201	Two 30" Pro Bars	505.00
221	7200	Other Supplies	1148 WS Darley & Co	17421635	Two 6'/1-8' Roof Hooks	319.00
222	7200	Other Supplies	1571 Welding Industrial Supply	2648985	10 Therapy Oxygen Cylinders	181.86
223	7200	Other Supplies	1147 Zoll Medical Corp	3201618	2 Boxes Thermal Paper Rolls	48.00
224	7200	Other Supplies	1057 Menard Incorporated	72238	2 Linesman's Pliers for 2 New Candidates	18.68
225	7200	Other Supplies	2843 Vision Marketing Passport System Ltd	E111	54 Nametags/Passports/ 59 Leather Inserts	1,355.90
226	7200	Other Supplies	1291 Elevated Safety LLC	INV00001069	TRT Replacement-Rope, Harnesses, Tools, Equipment	821.00
227	7200	Other Supplies	7821 Murphy, Kevin P	Reimb-Fire 1/7	Corner Brace, Drill Bit, Screws for Shelf-Sta 61	33.03
228	7320	Equipment < \$5,000	1080 Air One Equipment Inc	164191P	PPE Equip-Gloves, Suspenders, Mic Keepers, Helmet Flashlights	4,997.50

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
229	7320	Equipment < \$5,000	1148 WS Darley & Co	308671	PPE Equip-Gloves, Straps, Suspenders, Flashlights, Etc.	2,202.00
230	7500	Postage & Parcel	1566 UPS Store The	2020 / 4Q-Fire	UPS Charges 08/24/2020-12/18/2020	208.14
231	7550	Miscellaneous Expenses	3610 Emergency Medical Products Inc	2223397	3 Cases Safety Glasses	221.97
232	7550	Miscellaneous Expenses	3610 Emergency Medical Products Inc	2224486	7 Cases Nitrile Gloves	1,175.30
233	7550	Miscellaneous Expenses	3610 Emergency Medical Products Inc	2224648	1 12-Pk Lucas Disposable Suction Cups	612.89
Total 710 - Emergency Services					37,648.18	

Division: 720 - Fire Prevention						
234	5325	Training	1508 Building & Fire Code Academy	52209	Fire and Life Safety-Plan Review Class-1 P/T Inspector Jan 2021	775.00
235	6115	Licensing/Titles	7255 ESO Solutions Inc	ESO-47078	Annual Support for 4 iPads for Investigations 2/1/2021-1/31/2022	618.00
236	7200	Other Supplies	1046 Hinckley Spring Water	2533573 011021	Water Supply 12/10/2020	37.35
Total 720 - Fire Prevention					1,430.35	

Division: 730 - Emergency Management Agency						
237	6300	R&M Software	1124 Braniff Communications Inc	0033172	2021 Siren Software Annual Fee 12/20/2020-12/19/2021	5,000.00
238	6305	R&M Equipment	1124 Braniff Communications Inc	0033134	2021 Siren Maint Agreement	8,015.00
Total 730 - Emergency Management Agency					13,015.00	

Total 70 - Fire Department					52,193.96
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Department: 75 - Fire & Police Commission						
239	5340	Pre-Employment Testing	5213 Shaughnessy, Kevin W	10/19/2020	Pre-Employment Polygraph Exam for 3 PD Candidates 09/03-09/12/20	690.00
240	5340	Pre-Employment Testing	1483 Personnel Evaluation Inc	38755	Pre-Employment PEP Testing for 1 FD Candidates 12/08/2020	20.00
Total 75 - Fire & Police Commission					710.00	

Department: 90 - Overhead						
241	6015	Communication Services	1027 Call One	360280	Communication Service 01/15-02/14/2021	11,687.31
242	6015	Communication Services	7131 OnSolve LLC	INV54661833453	Code Red Mass Notification System Jan 1-Dec 31 2021 (Yr 3 of 5)	13,500.00
243	6140	Leases	3827 Pitney Bowes Inc	3104470777	Mailing Machine Lease 1st Qtr 2021	1,032.72
Total 90 - Overhead					26,220.03	

Total 100 - General Fund					507,289.31
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Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 201 - TIF #1 Downtown Fund					
244	6000	Professional Services	2785 Walker Parking Consultants/Engineers Inc	310076989007 Task Order 10 Parking Deck Repairs - 11/27-12/31/2020	320.00
245	6000	Professional Services	2785 Walker Parking Consultants/Engineers Inc	31848200021 Design Services - Civic Deck - 12/01-12/31/2020, R-205-19	6,330.00
246	6005	Legal Fees	8133 Elrod Friedman LLP	2755 12-20 Non-Retainer Litigation	3,090.00
247	6315	R&M Buildings & Structures	7802 Western Specialty Contractors	09999-RET-P5 Parking Maintenance Repairs App #5 - 12/22/2020, R-145-20	31,503.50
248	6315	R&M Buildings & Structures	8288 Prostar Surfaces Inc	5694 Des Plaines Theater Stage Floor Replacement 12/ 12/28-12/31/2020	19,468.00
249	6315	R&M Buildings & Structures	8288 Prostar Surfaces Inc	5695 Des Plaines Theatre Hardwood Flooring Installation 12/31/2020	11,750.00
250	6315	R&M Buildings & Structures	5440 Manusos General Contracting Inc	6133 Task Order #2-Construction Services 11/30-12/26/2020	40,911.80
251	6315	R&M Buildings & Structures	7802 Western Specialty Contractors	83631-P4 Parking Maintenance Repairs App #4 - 11/22-12/19/2020, R-145-20	85,140.00
252	6315	R&M Buildings & Structures	7717 Oak Brook Mechanical Services Inc	992578 HVAC 1486-1486.5 Miner P-2 11/24-12/30/2020, R-188-20	61,684.56
253	8100	Improvements	8070 Walsh Construction Company II LLC	CivicDeck-P11 Civic Parking Deck Replacement 12/01-12/31/2020 R-204-19	977,343.00
Total 201 - TIF #1 Downtown Fund					1,237,540.86

Fund: 230 - Motor Fuel Tax Fund					
254	7160	Ice Control	1102 Cargill Inc	2905899019 Bulk Rock Salt - 12/29/2020, R-179-19	1,654.13
255	7160	Ice Control	1102 Cargill Inc	2905902363 Bulk Rock Salt - 12/30/2020, R-179-19	4,916.34
256	7160	Ice Control	1102 Cargill Inc	2905904916 Bulk Road Salt - 12/31/2020, R-179-19	1,645.18
257	7160	Ice Control	1102 Cargill Inc	2905925754 Bulk Road Salt - 01/11/2021, R-178-20	9,720.09
Total 230 - Motor Fuel Tax Fund					17,935.74

Fund: 240 - CDBG Fund					
258	6570	Subsidy - Residential Rehab	1264 North West Housing Partnership	HRP-67 - 1/6/21 Home Repair Program Delivery - HRP-67 -B-19	1,028.93
259	6604	CDBG Care Act Program	1156 Wings Program Inc	3-03301230 Public Service Fin Assistance - 3/20-20-12/31/20-B-20-MW-17	761.00
260	6604	CDBG Care Act Program	4912 Northwest Compass Inc	CDBG-CV 02 Public Service Fin Assistance CDBG-CV - 8/1/20-1/8/21 B-20	36,201.47
Total 240 - CDBG Fund					37,991.40

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Fund: 250 - Grant Projects Fund						
Program: 2520 - Capital Grants						
261	6000	Professional Services	5778 Elite Appraisal Center LLC	0049857	Hazard Mitigation Program - 1794 Rand Rd Appraisal 8/22/2020	350.00
262	6000	Professional Services	1123 Christopher B Burke Engineering LTD	163275	Engr Services-Oakton St Sidepath 11/29-12/31/2020	991.26
263	6005	Legal Fees	7723 Spadoro, Mark A	10178-SEPOLN0011	Lee & Forest TL 1456-1500 Lee St 9/18-9/30/2020	437.00
264	6005	Legal Fees	7723 Spadoro, Mark A	10179-SEPOLN0017	Lee & Forest TL 1181 Van Buren 9/18-9/30/2020	437.00
265	6005	Legal Fees	8133 Elrod Friedman LLP	2731	12-20 Non-Retainer IEMA & FEMA Review Phase 4	6,050.00
266	8100	Improvements	3281 Alliance Contractors Inc	2018-River-29	R-141-18 Contract 62267 River Rd Recon Ph 3 12/01-12/31/2020	18,360.75
Total 2520 - Capital Grants					26,626.01	

Total 250 - Grant Projects Fund					26,626.01
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Fund: 400 - Capital Projects Fund						
267	6000	Professional Services	7564 Terra Consulting Group Ltd	0044740-IN	Small Cell Review 691 Lee St 1/04/2021	250.00
268	6000	Professional Services	1123 Christopher B Burke Engineering LTD	163276	T.O. 4 - Engr Services-Area #4 Drainage Study 11/29-12/31/2020	2,464.50
269	6000	Professional Services	1647 RJN Group Inc	35460306	Engr Svcs-Fire Station 61 Eval MWRD Overflow 11/28-12/31/2020	1,247.50
270	6005	Legal Fees	8133 Elrod Friedman LLP	2753	12-20 Non-Retainer Rand Road Sidepath Petition	102.00
271	8100	Improvements	3281 Alliance Contractors Inc	2018-River-29	R-141-18 Contract 62267 River Rd Recon Ph 3 12/01-12/31/2020	3,406.70
Total 400 - Capital Projects Fund					7,470.70	

Fund: 420 - IT Replacement Fund						
272	6140	Leases	5109 Konica Minolta Premier Finance	3005744817	Copy Charges And Lease 12/21/2020 - 01/20/2021	7,304.18
Total 420 - IT Replacement Fund					7,304.18	

Fund: 430 - Facilities Replacement Fund						
273	6315	R&M Buildings & Structures	5972 Cobra Concrete Cutting Services Co	18700A	Concrete Core at Theatre 12/17/2020	1,497.00
274	6315	R&M Buildings & Structures	5972 Cobra Concrete Cutting Services Co	18700B	Concrete Coring at Theatre 12/17/2020	1,497.00
275	6315	R&M Buildings & Structures	7146 JOS Services Inc	3575	Plumbing Labor at Theatre 12/28/2020	1,000.00
276	6315	R&M Buildings & Structures	7146 JOS Services Inc	3576	Plumbing Labor at Theatre 12/29/2020	1,000.00
277	6315	R&M Buildings & Structures	7146 JOS Services Inc	3577	Plumbing Labor at Theatre 12/30/2020	1,000.00

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Line #	Account	Vendor	Invoice	Invoice Description	Amount
278	6315	R&M Buildings & Structures	7146 JOS Services Inc	3611 Theatre Plumbing Services 12/31/2020	1,000.00
279	6315	R&M Buildings & Structures	7146 JOS Services Inc	3612 Theatre Plumbing Services 01/04/2021	1,000.00
280	6315	R&M Buildings & Structures	7146 JOS Services Inc	3613 Theatre Plumbing Services 01/05/2021	500.00
281	6315	R&M Buildings & Structures	7146 JOS Services Inc	3614 Theatre Plumbing Services 01/06/2021	250.00
282	6315	R&M Buildings & Structures	7146 JOS Services Inc	3615 Theatre Plumbing Services 01/07/2021	1,000.00
283	6315	R&M Buildings & Structures	7146 JOS Services Inc	3616 Theatre Plumbing Services 01/08/2021	1,000.00
284	6315	R&M Buildings & Structures	8288 Prostar Surfaces Inc	5696 Trim Replacement Stage 01/08/2021	2,286.00
285	6315	R&M Buildings & Structures	4583 Argon Electric Company, Inc	9355 Electrical Services at Theatre 12/14/20-12/25/20	9,997.00
286	6315	R&M Buildings & Structures	4583 Argon Electric Company, Inc	9356 Electrical Services at Theatre 12/21/20-12/25/20	9,720.00
287	6315	R&M Buildings & Structures	1208 Steiner Electric Company	S006801592.001 Wire ,EMT, Straps, Rings /Electric Supplies	1,452.82
288	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2689398 Theatre Plumbing Supplies	1,086.94
289	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2690542 Theatre Plumbing Supplies	984.72
290	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	3084776 Cleaner for Theatre	31.35
291	7045	Supplies - Building R&M	1437 Des Plaines Material & Supply LLC	407479 6" Clean Out Plugs for Theater Downspouts	125.70
292	7045	Supplies - Building R&M	1540 Reinke Interior Supply Company Inc	60045475 Ceiling Grid for 1st Floor Theater 12/28/2020	2,294.72
293	7045	Supplies - Building R&M	1540 Reinke Interior Supply Company Inc	60045476 Ceiling Grid for 2nd Floor Theater 12/30/2020	2,397.72
294	7045	Supplies - Building R&M	2411 Reinke Gypsum Supply Co Inc	61037109 Drywall and Furring Strips for Elevator Room	130.66
295	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	7025512 Electric Supplies Theatre	27.96
296	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	7025594 Drywall and PVC Cap for Theatre	77.25
297	7045	Supplies - Building R&M	1057 Menard Incorporated	71139 Wood for Railing at Theatre	122.92
298	7045	Supplies - Building R&M	1057 Menard Incorporated	71713 Cord and Adapters for Theatre	88.84
299	7045	Supplies - Building R&M	1057 Menard Incorporated	71776 Drywall for Theatre	2,344.12
300	7045	Supplies - Building R&M	1057 Menard Incorporated	72006 Wood Screws for Theatre	10.77
301	7045	Supplies - Building R&M	1057 Menard Incorporated	72210 Spray Paint for Ceiling Grid Theatre	13.48
302	7045	Supplies - Building R&M	1057 Menard Incorporated	72376 Gas Pipe Fittings 1486 Miner	28.94
303	7045	Supplies - Building R&M	1057 Menard Incorporated	72384 Gas Pipe for 1486 Miner	4.38

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
304	7045	Supplies - Building R&M	1057 Menard Incorporated	72423	Construction Adhesive and Insulation for Theatre	1,268.44
305	7045	Supplies - Building R&M	1057 Menard Incorporated	72468	Drywall Joint Tape and Compound for Theatre	30.08
306	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	8025398	Plumbing Fittings for Theatre	56.02
307	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	8031617	Wood Trim for Theatre	13.45
308	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	8512659	Wood Trim for Theatre	205.00
309	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006797013.001	Electric Supplies for the Theater	865.96
310	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006797013.002	Electric Supplies for the Theater	1.28
311	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006797013.003	Electric Supplies for the Theater	2.14
312	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006797999.002	Electric Supplies for the Theater	50.85
313	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006801592.002	Conduit Support for the Theater	34.65
314	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006802318.001	Electric Supplies for Theatre	663.23
315	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006803001.001	Electric Supplies for Theatre	277.47
316	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006804096.001	Wire, EMT Pipe and Misc Electric Supplies	888.68
317	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006804096.002	Conduit for Theatre	206.12
318	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006806155.001	Electric Supplies for Theatre	1,198.51
319	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006807849.002	Electric Supplies for Theatre	662.53
320	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006807849.003	Electric Supplies for Theatre	84.78
321	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006807849.004	Electric Supplies for Theatre	28.26
Total 430 - Facilities Replacement Fund					50,507.74	

Fund: 500 - Water/Sewer Fund						
Non Departmental						
Division: 000 - Non Divisional						
322	4601	New Construction - Sale of Water	6471 Winters Landscape - Christen	Refund 01/07/21	Hydrant Usage Refund 01/07/2021	(691.95)
323	4601	New Construction - Sale of Water	1364 Martam Construction	Refund 01/14/21	Hydrant Usage Refund 01/14/2021	(559.78)
Total 000 - Non Divisional					(1,251.73)	

Division: 550 - Water Systems						
324	5310	Membership Dues	1563 American Water Works Assoc (AWWA)	7001874802	Membership Dues - Water Operator - 03/01/2021-02/28/2022	83.00

City of Des Plaines

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325	5310	Membership Dues	1563 American Water Works Assoc (AWWA)	7001875120	Membership Dues - Water Operator - 03/01/2021-02/28/2022	83.00
326	6015	Communication Services	1027 Call One	360280	Communication Service 01/15-02/14/2021	1,551.62
327	6045	Utility Locate Services	1052 Julie Inc	2020-0451	Annual Assessment 2nd-4th Quarter 2020	2,725.27
328	6180	Water Sample Testing	1642 Suburban Laboratories, Inc	183903	IEPA Testing - 12/01/2020-12/30/2020	780.00
329	6195	Miscellaneous Contractual Services	4022 M E Simpson Co Inc	36124	Valve Shut-Down Verification Program - 12/07-12/22/2020, R-26-19	10,367.50
330	6300	R&M Software	6992 Core & Main LP	N577767	Annual Fee - Water Meter RNI - 01/01-12/31/2021	16,970.00
331	7020	Supplies - Safety	2513 Lee Jensen Sales Co	0008682-00	Shoring Pumps Repair - 01/04/2021	444.00
332	7020	Supplies - Safety	1703 Pro safety Inc	2/875810	Locating Paint, Safety Glasses, & Gloves	450.00
333	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	72060	Miscellaneous Tools - Meter Installation	60.80
334	7035	Supplies - Equipment R&M	1274 O'Leary's Contractors Equipment & Supply Inc	365124	Saw Blade	150.00
335	7035	Supplies - Equipment R&M	1057 Menard Incorporated	72098	Repair Plug	7.11
336	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	4024724	Pipe & Fittings - Maple St Pump Station	689.54
337	7070	Supplies - Water System Maintenance	1086 Arrow Road Construction Company	26394	2.35 Tons UPM Cold Mix - Repairs - 12/30/2020	329.00
338	7070	Supplies - Water System Maintenance	1086 Arrow Road Construction Company	26398	13.92 Tons UPM Cold Mix - Street Repair 01/05/2021	1,948.80
339	7070	Supplies - Water System Maintenance	6992 Core & Main LP	N530109	8" Hy-Max Coupling	1,080.00
340	7070	Supplies - Water System Maintenance	6992 Core & Main LP	N539815	14 Repair Sleeves	1,428.00
341	7070	Supplies - Water System Maintenance	6992 Core & Main LP	N539825	2 Repair Sleeves	162.00
342	7105	Wholesale Water - NWWC	2901 Northwest Water Commission	12052020	Wholesale Water Purchase - 12/01-12/31/2020, R-183-14	275,197.68
343	7120	Gasoline	5415 Gas Depot Inc	86885-1	4,098 Gals Unleaded Gas - 12/31/2020, R-26-20	2,484.93
344	7130	Diesel	5415 Gas Depot Inc	86886-1	1,701 Gals 5% Bio Diesel - 12/31/2020, R-26-20	729.90
345	7150	Water Treatment Chemicals	1082 Alexander Chemical Corporation	34009	Cylinder Rental 11/29-12/29/2020	156.00
Total 550 - Water Systems					317,878.15	

Division: 560 - Sewer Systems						
346	6015	Communication Services	1027 Call One	360280	Communication Service 01/15-02/14/2021	477.51
347	6045	Utility Locate Services	1052 Julie Inc	2020-0451	Annual Assessment 2nd-4th Quarter 2020	2,724.46

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Line #	Account	Vendor	Invoice	Invoice Description	Amount	
348	6310	R&M Vehicles	1539 Rex Radiator Sales & Distribution	E028976	Fuel Tank Repair - 12/23/2020	195.00
349	6505	Subsidy - Sewer Lateral Program	8176 Ziecina, Lukasz	SLP21-001	Sewer Rebate - 1/12/2021	100.00
350	6510	Subsidy - Flood Assistance	8247 Zabielski, Barbara	FRP20-028	Flood Rebate - 8/18/20	1,924.80
351	6510	Subsidy - Flood Assistance	8335 Nelson, Ernest Robert	FRP21-001	Flood Rebate - 1/12/2021	2,000.00
352	7000	Office Supplies	1644 Warehouse Direct Inc	4855856-0	Markers, Printer Ribbon, Magnetic Board Etc.	68.18
353	7020	Supplies - Safety	2067 Cutler Workwear	147017	Jacket & Bib Overalls - Sewer Operator	201.69
354	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-461442	Fuel Clip	5.32
355	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	494356P	Fuel Tank Straps & Sender Gasket	129.40
356	7075	Supplies - Sewer System Maintenance	1255 Neenah Foundry Company	398958	Sewer Castings, Adjustment Rings, & Sealed Covers	1,994.00
357	7120	Gasoline	5415 Gas Depot Inc	86885-1	4,098 Gals Unleaded Gas - 12/31/2020, R-26-20	881.82
358	7130	Diesel	5415 Gas Depot Inc	86886-1	1,701 Gals 5% Bio Diesel - 12/31/2020, R-26-20	691.95
359	7140	Electricity	1033 ComEd	3240002012-12/20	Electricity Service 11/23/2020-12/28/2020	807.06
Total 560 - Sewer Systems					12,201.19	

Division: 580 - CIP - Water/Sewer						
360	6000	Professional Services	2506 Trotter & Associates Inc	17939	Water Study Update - 11/30-12/31/2020, R-31-20	12,761.00
361	6000	Professional Services	2506 Trotter & Associates Inc	17940	TO 2 Eng-Algonquin Lift Sta-11/30-12/31/2020, R-16-20	871.25
362	6000	Professional Services	2506 Trotter & Associates Inc	17941	TO 3 Electrical Modifications-Maple-11/30-12/31/2020, R-16-20	1,383.75
363	6000	Professional Services	2506 Trotter & Associates Inc	17942	Preliminary Piping Design-Maple PS-12/29-12/31/2020, R-16-20	4,510.00
364	6000	Professional Services	2506 Trotter & Associates Inc	17943	Drain Pump Review-Holy Tank-11/30-12/31/2020, R-16-20	512.50
365	6000	Professional Services	1647 RJN Group Inc	35460207	Task Order 2 Sewer Eval-12/31/2020, R-112-20	1,881.13
366	8100	Improvements	3281 Alliance Contractors Inc	2018-River-29	R-141-18 Contract 62267 River Rd Recon Ph 3 12/01-12/31/2020	50,000.00
367	8100	Improvements	7676 Marc Kresmery Construction LLC	4933	Algonquin Lift Station Rehab - 10/19-11/14/2020, R-68-20	267,900.00
368	8100	Improvements	7676 Marc Kresmery Construction LLC	5002	Additional Piping - Algonquin LS - 12/10/2020	5,654.55
Total 580 - CIP - Water/Sewer					345,474.18	

Total 00 - Non Departmental					674,301.79
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City of Des Plaines

Warrant Register 02/01/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Department: 30 - Finance						
369	6025	Administrative Services	7615 Sebis Direct Inc	31317	Utility Bill Rendering Services for Bill Drop 12/18/2020	897.43
370	6025	Administrative Services	7961 BridgePay Network Solutions LLC	7058	Utility Web & Business License Transactions Fees for Dec 2020	203.52
Total 30 - Finance					1,100.95	

Total 500 - Water/Sewer Fund	675,402.74
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Fund: 510 - City Owned Parking Fund						
371	6015	Communication Services	1027 Call One	360280	Communication Service 01/15-02/14/2021	209.69
372	6015	Communication Services	1027 Call One	360280	Communication Service 01/15-02/14/2021	1,038.61
373	6025	Administrative Services	7960 Passport Labs Inc	INV-1018556	Mobile Pay Parking Transaction Fees December 2020	2.22
374	6320	R&M Parking Lots	2350 Anderson Elevator Co	INV-34323-K2X6	Elevator Inspection Services - 11/01/2020	252.50
375	6320	R&M Parking Lots	2350 Anderson Elevator Co	INV-34323-K2X6	Elevator Inspection Services - 11/01/2020	121.20
376	6320	R&M Parking Lots	2350 Anderson Elevator Co	INV-36714-Q1K7	Elevator Maintenance - 01/01/2021	252.50
377	6320	R&M Parking Lots	2350 Anderson Elevator Co	INV-36714-Q1K7	Elevator Maintenance - 01/01/2021	121.20
Total 510 - City Owned Parking Fund					1,997.92	

Fund: 520 - Metra Leased Parking Fund						
378	6025	Administrative Services	7960 Passport Labs Inc	INV-1018556	Mobile Pay Parking Transaction Fees December 2020	19.98
Total 520 - Metra Leased Parking Fund					19.98	

Fund: 600 - Risk Management Fund						
379	6000	Professional Services	8074 Thomas Group Solutions LLC	DP TO-1 Final.20	Task Order 3 Risk Management - 12/01-12/31/2020, R-9-20	1,542.00
380	6000	Professional Services	8074 Thomas Group Solutions LLC	DP TO-3-Final.20	Task Order 3 Risk Management Services - 12/1-12/31/2020, R-9-20	1,625.00
381	6005	Legal Fees	8133 Elrod Friedman LLP	2747	12-20 Non-Retainer PSEBA Proceedings	1,645.00
382	6005	Legal Fees	8133 Elrod Friedman LLP	2748	12-20 Non-Retainer PSEBA Proceedings	3,163.50
Total 600 - Risk Management Fund					7,975.50	

Fund: 610 - Health Benefits Fund						
383	6195	Miscellaneous Contractual Services	1412 Discovery Benefits Inc	0001279812-IN	Commuter & FSA - Monthly 12/01-12/31/20	545.00
Total 610 - Health Benefits Fund					545.00	

City of Des Plaines

Warrant Register 02/01/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Fund: 700 - Escrow Fund						
384	2460	Refundable Bonds	4524 Lynn, Patrick	Refund 01/05/21	Refund for Duplicated Payment of #84 Rental Townhouse	50.00
385	2460	Refundable Bonds	8339 Bestax Income Tax Acct Sv	Refund 01/05/21	Refund for Duplicated Payment of #299 Business Registration	55.00
386	2464	Hydrant Deposits	6471 Winters Landscape - Christen	Refund 01/07/21	Hydrant Usage Refund 01/07/2021	1,100.00
387	2464	Hydrant Deposits	1364 Martam Construction	Refund 01/14/21	Hydrant Usage Refund 01/14/2021	1,100.00
388	2493	Escrow - CED Development	1050 Journal & Topics Newspapers	184907	Legal Notice for 1/12/21 PZ&B Meeting Published 12/23/20	115.40
389	2493	Escrow - CED Development	1050 Journal & Topics Newspapers	184907	Legal Notice for 1/12/21 PZ&B Meeting Published 12/23/20	230.80
390	2493	Escrow - CED Development	8133 Elrod Friedman LLP	2739	12-20 Reimb Redevelopment	280.00
391	2493	Escrow - CED Development	8133 Elrod Friedman LLP	2740	12-20 Reimb Redevelopment	770.00
Total 700 - Escrow Fund					3,701.20	
Grand Total					2,582,308.28	

City of Des Plaines

Warrant Register 02/01/2021

Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Fund: 100 - General Fund						
City Administration						
Division: 220 - Legal						
392	6120	Recording Fees	1139 Cook County of Illinois	2903312020-Repl Recording Fees 03/04- 03/05/2020-Replaces Check 139847	1,457.00	
Total 220 - Legal					1,457.00	
Division: 250 - Human Resources						
393	6000	Professional Services	8330 Jacobs, Jeffrey W	01/02/2021 Mediation Services 09/02 & 10/05-10/06/2020	6,187.50	
Total 250 - Human Resources					6,187.50	
Total 20 - City Administration					7,644.50	
Public Works & Engineering						
Division: 535 - Facilities & Grounds Maintenance						
394	7110	Natural Gas	1064 Nicor	12/14/20 x500000	Natural Gas Service 11/12- 12/10/2020	428.95
395	7110	Natural Gas	1064 Nicor	12/15/20 x507801	Natural Gas Service 11/12- 12/13/2020	1,160.67
396	7110	Natural Gas	1064 Nicor	12/15/20 x550488	Natural Gas Service 11/12- 12/14/2020	39.28
397	7110	Natural Gas	1064 Nicor	12/15/20 x600000	Natural Gas Service 11/13- 12/14/2020	435.51
398	7110	Natural Gas	1064 Nicor	12/15/20 x603131	Natural Gas Service 10/12- 12/13/2020	82.58
399	7110	Natural Gas	1064 Nicor	12/16/20 x500007	Natural Gas Service 11/16- 12/15/2020	280.22
400	7110	Natural Gas	1064 Nicor	12/16/20 x600005	Natural Gas Service 11/16- 12/15/2020	679.48
Total 535 - Facilities & Grounds Maintenance					3,106.69	
Division: 540 - Vehicle Maintenance						
401	6195	Misc Contractual Services	7631 T-Mobile USA Inc	965199112-Dec 20	Vehicle Positioning System 11/21-12/20/2020	252.00
Total 540 - Vehicle Maintenance					252.00	
Total 50 - Public Works & Engineering					3,358.69	
Police Department						
Division: 610 - Uniformed Patrol						
402	6015	Communication Services	1032 Comcast	12/19/20 x6724	Internet/Cable Service Jan 2021	104.60
Total 610 - Uniformed Patrol					104.60	
Total 60 - Police Department					104.60	

City of Des Plaines

Warrant Register 02/01/2021

Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Fire Department						
Division: 730 - Emergency Management Agency						
403	6015	Communication Services	1032 Comcast	12/22/20 x6716	Internet/Cable Service Jan 2021	62.76
Total 730 - Emergency Management Agency					62.76	

Total 70 - Fire Department	62.76
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Department: 90 - Overhead						
404	6015	Communication Services	1032 Comcast	113740159	Internet/Cable Service 11/15-12/14/2020	2,314.00
405	6015	Communication Services	1032 Comcast	12/20/20 x6732	Internet/Cable Service Jan 2021	62.76
406	6015	Communication Services	1032 Comcast	12/21/20 x0683	Internet/Cable Service 12/25/2020-01/24/2021	308.30
407	7500	Postage & Parcel	1231 Postmaster	01/07/2021	Purchase of Ten Rolls of 55-Cent Stamps	550.00
Total 90 - Overhead					3,235.06	

Total 100 - General Fund	14,405.61
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Fund: 230 - Motor Fuel Tax Fund						
408	7140	Electricity	1033 ComEd	2943015087-12/20	Electricity Service 11/18-12/21/2020	16,794.00
Total 230 - Motor Fuel Tax Fund					16,794.00	

Fund: 250 - Grant Projects Fund						
Program: 2520 - Capital Grants						
409	8030	Land	1033 ComEd	0M70007	1101 Seegers-ComEd Prop Easement/Rand Rd Sidepath	12,400.00
410	8030	Land	1033 ComEd	0M70008	1323 Rand Rd-ComEd Prop Easement/Rand Rd Sidepath	4,700.00
Total 2520 - Capital Grants					17,100.00	

Total 250 - Grant Projects Fund	17,100.00
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Fund: 500 - Water/Sewer Fund						
Division: 550 - Water Systems						
411	7110	Natural Gas	1064 Nicor	12/15/20 x054542	Natural Gas Service 11/15-12/14/2020	164.05
412	7110	Natural Gas	1064 Nicor	12/17/20 x500005	Natural Gas Service 11/17-12/16/2020	322.42
Total 550 - Water Systems					486.47	

City of Des Plaines

Warrant Register 02/01/2021

Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Division: 560 - Sewer Systems						
413	7110	Natural Gas	1064 Nicor	12/15/20 x400005	Natural Gas Service 11/13- 12/14/2020	147.88
Total 560 - Sewer Systems					147.88	
Total 500 - Water/Sewer Fund					634.35	
Grand Total					48,933.96	

City of Des Plaines

Warrant Register 02/01/2021

JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Fund: 100 - General Fund						
Elected Office						
Division: 110 - Legislative						
414	7310	Publications	1050 Journal & Topics Newspapers	PC - 30517	December 2020 Online Newspaper Subscription - Mayor's Office	5.99
Total 110 - Legislative					5.99	

Division: 120 - City Clerk						
415	5325	Training	8008 Cengage Learning	PC - 30533	Fundamentals of Supv I and II Online Class 12/7/20-Deputy Clerk	298.00
416	6115	Licensing/Titles	1453 International Institute of Municipal Clerks	PC - 30532	Master Municipal Clerk Certification One-Time Fee-Deputy Clerk	390.00
417	7000	Office Supplies	4348 Amazon.Com	PC - 30534	Rubber Stamp Released	10.90
418	7300	Uniforms	1538 Lands' End Business Outfitters	PC - 30535	City Clerk's Office Uniforms - Four Employees	456.20
419	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 30531	Dymo Label Writer and Mouse Pad	88.52
420	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 30536	Returned Dymo Label Writer	(80.52)
421	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 30537	Dymo 450 Twin Turbo Label Printer	128.88
Total 120 - City Clerk					1,291.98	

Total 10 - Elected Office					1,297.97
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City Administration						
Division: 210 - City Manager						
422	6195	Miscellaneous Contractual Services	8153 Zoom Video Communications Inc	PC - 30540	Subscription for Zoom 12/26/20-1/25/21 City Manager	14.99
423	7310	Publications	1050 Journal & Topics Newspapers	PC - 30539	Subscription to Journal and Topics 12/14/20-12/13/21-City Mgr	66.00
424	7550	Miscellaneous Expenses	4348 Amazon.Com	PC - 30538	1 Microwave Oven for Office Use	96.63
Total 210 - City Manager					177.62	

Division: 230 - Information Technology						
425	6195	Miscellaneous Contractual Services	8153 Zoom Video Communications Inc	PC - 30583	Zoom Webinar Subscription 11/30/2020-12/29/2020	40.00
426	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 30597	Monthly Secure Express Renewal 12/14/20 - 1/12/21	7.99
427	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 30600	Tasteofdesplaines.com Renewal 12/25/20 - 12/24/21	52.98

City of Des Plaines
Warrant Register 02/01/2021
JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
428	6195	Miscellaneous Contractual Services	8153 Zoom Video Communications Inc	PC - 30605	Zoom Webinar Subscription 12/30/2020 - 1/29/2021	40.00
429	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 30585	USB 2.0 Extender Cable for Fire Department	11.99
430	7320	Equipment < \$5,000	1057 Menard Incorporated	PC - 30586	Lock Nuts and Washers for IT City Use	24.27
431	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 30587	iPad Screen Protector for Public Works	12.99
432	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 30588	Cell Phone Stands for IT Department	27.98
433	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 30589	Apple 20W USB Power Adapter for City Use	50.97
434	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 30590	Dewalt Accessory Socket Set for IT Department	25.49
435	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 30591	USB 2.0 Extender Cable for Fire Department	11.95
436	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 30592	Cell Phone Stands for IT Department	27.98
437	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 30593	Letscom Wireless Charging Pad for IT Department	22.98
438	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 30594	3-Tier All Purpose Utility Cart for IT Department	32.62
439	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 30596	3-Tier All Purpose Utility Cart for IT Department	71.99
440	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 30598	HDMI Cable for City Use	49.87
441	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 30599	Logitech Speakers for IT Department	199.99
442	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 30601	High Speed HDMI Cable for City Use	16.99
443	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 30602	CAT6A Cable for IT Department	89.08
444	7320	Equipment < \$5,000	8260 GPSCity.com	PC - 30603	2 Ram Mounting Hardware for Police Dept	137.67
445	7320	Equipment < \$5,000	8260 GPSCity.com	PC - 30604	1 Ram Mounting Hardware and 1 Riser for Police Dept	100.37
Total 230 - Information Technology					1,056.15	

Division: 240 - Media Services						
446	5320	Conferences	1532 Des Plaines Chamber of Commerce & Industry	PC - 30518	One Media Services Attendee Holiday Luncheon 12/15/20	15.00
447	6195	Miscellaneous Contractual Services	5096 iStock	PC - 30520	iStock Essentials 25/Pkg for Illustration Rights 12/29-1/29/21	65.00
448	7200	Other Supplies	4348 Amazon.Com	PC - 30514	Brother P-Touch Label Maker	94.99
449	7200	Other Supplies	4348 Amazon.Com	PC - 30515	Tape Cartridges for Brother P-Touch Label Maker	71.94

City of Des Plaines

Warrant Register 02/01/2021

JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
450	7310	Publications	1050 Journal & Topics Newspapers	PC - 30519	Online Subscription Renewal 12/5/20-12/4/21	66.00
Total 240 - Media Services					312.93	

Division: 250 - Human Resources						
451	6100	Publication of Notices	1753 American Public Works Association - APWA	PC - 30565	PW Job Ad-Mechanic 12/16/2020-01/07/2021	325.00
452	6100	Publication of Notices	7000 YourMembership.com Inc	PC - 30566	PW Job Ad-Mechanic 12/16/2020-01/07/2021	299.00
Total 250 - Human Resources					624.00	

Total 20 - City Administration					2,170.70
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Department: 30 - Finance						
453	7000	Office Supplies	1066 Office Depot	PC - 30606	3 Cases of 2ml Reclosable Poly Bags	32.04
454	7000	Office Supplies	4348 Amazon.Com	PC - 30607	2 Pocket Poly Expanding Files and 1 Box of Poly File Folders	29.88
455	7300	Uniforms	1538 Lands' End Business Outfitters	PC - 30608	Uniform Sweaters and Shirts for Finance Dept	801.12
456	7300	Uniforms	1538 Lands' End Business Outfitters	PC - 30609	Uniform Sweaters and Shirts for Finance Dept	401.60
Total 30 - Finance					1,264.64	

Community Development						
Division: 410 - Building & Code Enforcement						
457	5310	Membership Dues	1447 International Code Council Inc	PC - 30509	Membership Renewal - Plan Coordinator - 1/1/2021-12/31/2022	195.00
Total 410 - Building & Code Enforcement					195.00	

Division: 420 - Planning & Zoning						
458	7310	Publications	1050 Journal & Topics Newspapers	PC - 30530	Subscription - CED Director - 12/6/2020-12/5/2021	66.00
Total 420 - Planning & Zoning					66.00	

Total 40 - Community Development					261.00
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Public Works & Engineering						
Division: 100 - Administration						
459	6195	Misc Contractual Services	8153 Zoom Video Communications Inc	PC - 30516	Zoom Subscription 12/7/20-1/6/21 - PW	14.99
Total 100 - Administration					14.99	

Division: 510 - Engineering						
460	5310	Membership Dues	5087 American Society of Civil Engineers	PC - 30508	Asst Dir of Eng Membership Dues 1/1-12/31/2021	275.00

City of Des Plaines

Warrant Register 02/01/2021

JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
461	5310	Membership Dues	7664 IL Assoc for Floodplain & Stormwater Mgmt (IAFSM)	PC - 30523	Civil Eng II - Membership Renewal Fee 1/1-12/31/2021	50.00
462	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 30522	4 Webcams for PCs	79.96
463	7320	Equipment < \$5,000	4444 Misc Vendor for Procurement Card	PC - 30524	Backuptrans iPhone SMS + MMS Extractor	31.82
464	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 30525	Paint Marking Wand	33.98
Total 510 - Engineering					470.76	

Division: 535 - Facilities & Grounds Maintenance						
465	7025	Supplies - Custodial	4348 Amazon.Com	PC - 30526	Hand Sanitizer Refills	199.90
Total 535 - Facilities & Grounds Maintenance					199.90	

Total 50 - Public Works & Engineering					685.65
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Police Department						
Division: 610 - Uniformed Patrol						
466	7200	Other Supplies	4348 Amazon.Com	PC - 30579	Lock Out Tool	159.86
Total 610 - Uniformed Patrol					159.86	

Division: 620 - Criminal Investigation						
467	7000	Office Supplies	4348 Amazon.Com	PC - 30580	Weekly Planner	17.52
468	7000	Office Supplies	4348 Amazon.Com	PC - 30582	24 Flash Drives	311.76
Total 620 - Criminal Investigation					329.28	

Division: 630 - Support Services						
469	5325	Training	4444 Misc Vendor for Procurement Card	PC - 30576	ATV Certification Course for 2 Officers 12/07/2020	300.00
470	7000	Office Supplies	4348 Amazon.Com	PC - 30581	File Box	19.99
471	7200	Other Supplies	1057 Menard Incorporated	PC - 30577	Squad Lock De-Icer	40.60
472	7200	Other Supplies	4348 Amazon.Com	PC - 30578	Waterproof Seat Cover For Squad 97	29.99
473	7550	Miscellaneous Expenses	2318 Jewel Food Stores	PC - 30575	Cake for Retirement Function 12/10/2020	28.49
Total 630 - Support Services					419.07	

Total 60 - Police Department					908.21
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Department: 65 - Emergency Management Agency						
474	6015	Communication Services	1936 DTN LLC	PC - 30551	EMA Weather Billing and Support - Sept 2020	369.00
475	6015	Communication Services	1936 DTN LLC	PC - 30552	EMA Weather Billing and Support - October 2020	369.00
476	6015	Communication Services	1936 DTN LLC	PC - 30553	EMA Weather Billing and Support - November 2020	369.00
Total 65 - Emergency Management Agency					1,107.00	

City of Des Plaines

Warrant Register 02/01/2021

JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fire Department					
Division: 100 - Administration					
477	7000	Office Supplies	4348 Amazon.Com	PC - 30546	Memory Sticks-Chief 57.02
478	7120	Gasoline	4433 Marathon Petroleum Company	PC - 30571	Gas - Pumps Not Working at PW 12/24/2020 32.15
479	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 30542	Digital Voice Recorder for Meetings 59.99
480	8010	Furniture & Fixtures	4348 Amazon.Com	PC - 30543	New Chair-Deputy Chief's Office 234.99
Total 100 - Administration					384.15

Division: 710 - Emergency Services					
481	6115	Licensing/Titles	1472 IL Department of Public Health	PC - 30511	1 EMT-P System License Renewal 1/31/2021-1/31/2025 41.00
482	6115	Licensing/Titles	1472 IL Department of Public Health	PC - 30512	1 EMT-P System License Renewal 2/28/2021-2/28/2025 41.00
483	6115	Licensing/Titles	1472 IL Department of Public Health	PC - 30513	1 EMT-P System License Renewal 1/31/2021-1/31/2025 41.00
484	7035	Supplies - Equipment R&M	4444 Misc Vendor for Procurement Card	PC - 30541	Seatbelts for Eng 61 94.23
485	7035	Supplies - Equipment R&M	4444 Misc Vendor for Procurement Card	PC - 30550	Seatbelts for Twr 61 94.23
486	7200	Other Supplies	2219 Jones & Bartlett Learning LLC	PC - 30544	Credit for Tax Charged on Nov 2020 CC Statement (66.08)
487	7200	Other Supplies	4390 Restaurant Depot	PC - 30549	Kitchen Supplies-Brushes, Silverware, Cutting Brds, Cups, Etc. 257.67
488	7550	Miscellaneous Expenses	5191 Giordano's of Des Plaines	PC - 30570	Lunch for Strategic Plan Meeting 12/22/2020 54.70
Total 710 - Emergency Services					557.75

Total 70 - Fire Department					941.90
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Department: 75 - Fire & Police Commission					
489	7000	Office Supplies	4348 Amazon.Com	PC - 30545	Memory Sticks-Board of Fire and Police Commission 57.02
490	7550	Miscellaneous Expenses	5390 Avanti Cafe & Sandwich Bar	PC - 30547	Lunch During Interviews for FF Candidates - 12/21/2020 71.55
491	7550	Miscellaneous Expenses	5390 Avanti Cafe & Sandwich Bar	PC - 30548	Lunch During Interviews for FF Candidates - 12/28/2020 68.69
492	7550	Miscellaneous Expenses	5390 Avanti Cafe & Sandwich Bar	PC - 30572	Food for New Officers with BFPC 12/02/2020 87.48
493	7550	Miscellaneous Expenses	4413 Panera Bread Company	PC - 30573	Food for New Police Officers with BFPC 12/05/2020 87.55

City of Des Plaines

Warrant Register 02/01/2021

JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
494	7550	Miscellaneous Expenses	6163 Portillos Hot Dogs LLC	PC - 30574	Food for New Police Officers with BFPC 12/07/2020	103.79
Total 75 - Fire & Police Commission					476.08	

Total 100 - General Fund	9,113.15
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Fund: 260 - Asset Seizure Fund						
Program: 2610 - Customs						
495	7320	Equipment < \$5,000	1047 Home Depot Credit Svcs	PC - 30521	Paint for New Roll Call Room	99.52
Total 2610 - Customs					99.52	

Total 260 - Asset Seizure Fund	99.52
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Fund: 420 - IT Replacement Fund						
496	8005	Computer Hardware	4348 Amazon.Com	PC - 30584	APC Replacement Batteries for IT Department	277.60
497	8005	Computer Hardware	4348 Amazon.Com	PC - 30595	APC Replacement Batteries for IT Department	272.03
Total 420 - IT Replacement Fund					549.63	

Fund: 430 - Facilities Replacement Fund						
498	7045	Supplies - Building R&M	4444 Misc Vendor for Procurement Card	PC - 30567	Trim for Theater	60.48
499	7045	Supplies - Building R&M	4444 Misc Vendor for Procurement Card	PC - 30568	Credit for Sales Tax on Invoice	(87.12)
500	7045	Supplies - Building R&M	4444 Misc Vendor for Procurement Card	PC - 30569	Temporary Lighting for Theater	1,176.12
501	8100	Improvements	1033 ComEd	PC - 30529	Elec Service Connection 12/22/20-Civic Parking Deck PO-2021-23	3,335.47
Total 430 - Facilities Replacement Fund					4,484.95	

Fund: 500 - Water/Sewer Fund						
Division: 550 - Water Systems						
502	6300	R&M Software	6540 SyTech Inc	PC - 30510	SCADA XL Reporter 2021 Renewal 01/07/2021-01/06/2022	300.00
503	7030	Supplies - Tools & Hardware	4348 Amazon.Com	PC - 30528	Hand Sanitizer Stations and Sanitizer Sprayer	334.16
504	7070	Supplies - Water System Maintenance	4348 Amazon.Com	PC - 30527	Batteries for Hand Held Meter	96.50
Total 550 - Water Systems					730.66	

Total 500 - Water/Sewer Fund	730.66
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Grand Total	14,977.91
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City of Des Plaines

Warrant Register 02/01/2021

Summary

	<u>Amount</u>		<u>Transfer Date</u>
Automated Accounts Payable	\$ 2,582,308.28	**	2/1/2021
Manual Checks	\$ 48,933.96	**	1/8/2021
Payroll	\$ 1,450,504.74		1/15/2021
RHS Payout	\$ -		
Electronic Transfer Activity:			
JPMorgan Chase Credit Card	\$ 14,977.91	**	1/25/2021
Chicago Water Bill ACH	\$ 169,296.68		1/29/2021
Postage Meter Direct Debits	\$ -		
Utility Billing Refunds	\$ -		
FEMA Buyout-1943 Big Bend Drive	\$ 280,000.00		1/12/2021
Debt Interest Payment	\$ -		
IMRF Payments	\$ 199,094.76		1/7/2021
Employee Medical Trust	\$ 693,924.86		1/4/2021
Total Cash Disbursements:	<u>\$ 5,439,041.19</u>		

* Multiple transfers processed on and/or before date shown

** See attached report

Adopted by the City Council of Des Plaines

This First Day of February 2021

Ayes _____ Nays _____ Absent _____

Jennifer L. Tsalapatani, City Clerk

Matthew J. Bogusz, Mayor


**COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT**

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

MEMORANDUM

Date: January 21, 2021

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

From: Michael McMahon, Community and Economic Development Director *mm*

Subject: Class 7c Renewal – 1517 Lee St., The Oaks Shopping Center – Butera Market (5th Ward)

Issue: PJR Properties, LLC (PJR), property owner of The Oaks Shopping Center at 1517 Lee St., has filed an application requesting an extension of its current Cook County Class 7c Property Tax Incentive (Class 7c Incentive).

Analysis: The subject property sits on 15.08 acres of land developed with a 135,004 square foot shopping center. On March 6, 2017 the City Council approved Resolution R-45-17, which provided support and consent for the Class 7c Incentive for the property. The resolution required an investment of at least \$1,755,000 to renovate and reoccupy the former grocery store site. Since 2017, PJR made \$1,807,475 worth of building improvements for a new Butera Market Grocery Store and Planet Fitness.

The Class 7c Incentive is different than other Cook County property tax incentives in that it is only effective for five years and is renewable only once in the fourth year. PJR is seeking a renewal of its Class 7c Incentive in order to continue to recoup the investment it has made in the property. The original Class 7c Incentive only applied to the 65,989 square foot grocery store portion of the shopping center.

If approved, this renewal will take effect for tax year 2021 and run through 2025. Assessment of Tax Impact Scenarios:

1. Estimated Property Taxes in 2021 with no 7c Renewal: \$266,062
2. Estimated Property Taxes in 2021 with 7c: \$177,375
3. Total tax savings over the life of the 7c Renewal: \$798,187

The Cook County Class 7c Property Tax Incentive – Commercial Urban Relief Eligibility (CURE) of the Cook County Real Property Assessment Classification Ordinance is intended to encourage commercial projects, which would not be economically feasible without assistance. The five-year incentive applies to all newly constructed buildings or other structures; utilization of vacant structures abandoned for at least twelve months; or all buildings and other structures which are substantially rehabilitated to the extent such rehabilitation has added to their value.

Class 7c Incentives are eligible for an additional 5-year renewal, which would allow the property to witness reduced taxes for a total of 10 years. If the renewal is approved, this property will continue to be assessed at 10% for years 6 through 8. In the 9th year of the incentive, the property would be assessed at 15%, and in the

10th year at 20%. At the end of the incentive period the assessment will go back up to 25% of market valuation.

Recommendation: I recommend that the City Council approve Resolution R-31-21 supporting and consenting to a Class 7c Renewal for 1517 Lee St.

Attachments:

Attachment 1: Renewal Request and Application

Attachment 2: Estimated Tax Projections

Attachment 3: Location Map

Resolution R-31-21

EUGENE L. GRIFFIN & ASSOCIATES, LTD.

LAW OFFICES

29 NORTH WACKER DRIVE, SUITE 650

CHICAGO, ILLINOIS 60606-3215

(312) 855-5050

December 22, 2020

FACSIMILE

(312) 855-5048

WRITER'S DIRECT DIAL NUMBER

855-5021

Via Federal Express

Mr. Michael McMahon
Director of Community Development
City of Des Plaines
1420 Miner Street
Des Plaines, Illinois 60016

Re: Renewal Request for
Class 7C Property Tax Incentive
PJR Properties, LLC
1565 Lee Street, Des Plaines, IL
Maine Township
Perm. No. 09-20-400-051

Dear Mr. McMahon,,

On behalf of applicant PJR Properties, LLC, we are requesting a renewal of the Class 7C Property Tax Incentive for the above referenced property. The Control Number for the original incentive was 7C0037.

Please note that there was a change in the parcel number pursuant to a 2017 parcel division. The original application was under PIN 09-20-400-036. In 2017, PIN 09-20-400-036 was voided. New PINS 09-20-400-051 and -052 were created. The subject property is on the -051 PIN. A division report is included with this application.

The property is in the third year of the original incentive. Pursuant to paragraph 11(h) of Section 74-63 of the Cook County Code or ordinances, the applicant may apply for a renewal on or after the third year of the incentive, but before the expiration of the fifth year of the incentive.

We have enclosed the following documents in connection with our 7C renewal application:

1. Cook County Assessor's Class 7C Renewal Eligibility Application;
2. City of Des Plaines Application for Class 7c Incentive Renewal
3. 2017 Division Report
4. The \$750 application fee
5. Letter in Lieu From the City of Des Plaines

EUGENE L. GRIFFIN & ASSOCIATES, LTD.

Mr. McMahon

-2-

December 22, 2020

Thank you for your December 18, 2020 letter informing the Cook County Assessor of our intent to renew the Class 7c Incentive with the City of Des Plaines. Please let me know when we will be able to appear on the City Council agenda for consideration of the Class 7c renewal.

Thank you for your assistance in this matter. Please contact me if you should have any questions.

Have a happy and safe Holiday,

EUGENE L. GRIFFIN & ASSOCIATES, Ltd.

A handwritten signature in black ink, appearing to read "Stephen F. Griffin". The signature is stylized and cursive.

Stephen F. Griffin

SFG:bb
Enclosures



COMMUNITY AND ECONOMIC DEVELOPMENT

1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5370
desplaines.org

CITY OF DES PLAINES APPLICATION FOR RENEWAL OF
COOK COUNTY REAL ESTATE CLASSIFICATION 6a, 6b, 7a, 7b, 7c and Class C

This original, signed application and all supporting documents must be completed to be considered for City approval. Please attach the application fee to the original submittal. Please type or print.

APPLICANT INFORMATION:

NAME OF APPLICANT: PJR Properties, LLC

APPLICABLE ENTITY:

Corporation [] LLC XX Partnership [] Non-Profit []

DATE OF INCORPORATION: August 27, 2010

STATE OF INCORPORATION: Wisconsin

PHONE: (847) 227-6035 E-MAIL: realestate@pjr-properties.com

ADDRESS: 2215 Union Avenue, Sheboygan, WI 53081

NAME OF AGENT/REPRESENTATIVE (if applicable):

NAME: Eugene L. Griffin & Associates, Ltd.

PHONE: 312-855-5021 E-MAIL: steve@griffinlaw.com

ADDRESS: 29 North Wacker Drive, Suite 650, Chicago, Illinois 60606

REQUESTED PROPERTY TAX INCENTIVE: 6A [] 6B [] 7A [] 7B [] 7C X CLASS C [X]

DESCRIPTION OF SUBJECT PROPERTY:

One story, masonry constructed two-tenant retail building containing 65,989 square feet.

Tenant 1 – Butera Finer Food Tenant 2 Planet Fitness

STREET ADDRESS: 1515 – 1591 Lee Street, Des Plaines IL 60018

PERMANENT REAL ESTATE INDEX NUMBER(S): 09-20-400-051-0000

CURRENT ZONING OF PROPERTY: C-4 Regional Shopping District

CURRENT EQUALIZED ASSESSED VALUATION GENERATED BY THE NEW DEVELOPMENT: \$1,921,929

SIGNATURE: _____



TITLE: Eugene P. Griffin – Attorney

DATE: December 16, 2020



**CLASS 6B/7/8
RENEWAL APPLICATION**

Control Number

7C0037

A certified copy of the resolution or ordinance obtained from the municipality in which the real estate is located, or from the Cook County Board of Commissioners if located in an unincorporated area, must accompany this Renewal Application. This application, resolution and a filing fee of \$500.00 must be filed. For assistance in preparing this Renewal Application, please contact the Cook County Assessor's Office Development Incentives Department at (312) 603-7529.

I. Identification of Applicant

Name: PJR Properties, LLC Telephone: (847) 741-1010
Address: One Clock Tower Plaza
City, State: Elgin, Illinois Zip Code: 60120
Email Address: pbutera@buteramarket.com

Agent/Representative (if any)

Name: Stephen F. Griffin Telephone: (312) 855-5021
Address: 29 North Wacker Drive, Suite 650
City, State: Chicago, Illinois Zip Code: 60606
Email Address: steve@griffinlaw.com

II. Description of Subject Property

Street address: 1565 Lee Sreet
City, State: Des Plaines Zip Code: _____
Permanent Real Estate Index Number (s): 09-20-400-051

Township: Maine

III. Identification of Persons or Entities Having an Interest

Attach a current and complete list of all owners, developers, occupants and other interested parties (including all beneficial owners of a land trust) identified by names and addresses, and the nature and extent of their interest.

Attach legal description, site dimensions and square footage, and building dimensions and square footage.

IV. Property Use

Attach a current and detailed description of the precise nature and extent of the use of the subject property, specifying in the case of multiple uses the relative percentages of each use.

If there have been any changes from the original application, include current copies of materials which explain each occupant's business, including corporate letterhead, brochures, advertising material, leases, photographs, etc.

V. Nature of Development

Indicate the nature of the original development receiving the Class 6B/7/8 designation

New Construction

Substantial Rehabilitation

Occupation of Abandoned Property - No Special Circumstance

Occupation of Abandoned Property - With Special Circumstance

VI. Employment

How many permanent full-time and part-time employees do you now employ?

On-Site: Full-time: 25 Part-time: 32

In Cook County: Full-time: 73 Part-time: 196

VII. Local Approval

A certified copy of a resolution or ordinance from the municipality in which the real estate is located (or the County Board, if the real estate is located in an unincorporated area) must accompany this renewal. The ordinance or resolution must expressly state that the municipality supports and consents to this Class 6B/7/8 Renewal and has determined that the industrial use of the property is necessary and beneficial to the local economy.

I, Eugene P. Griffin the undersigned, certify that I have read this Renewal Application and that the statements set forth in this Renewal Application and in the attachments hereto are true and correct, except as those matters stated to be on information and belief and as to such matters the undersigned certifies that he/she believes the same to be true.



Signature

12/21/2016

Date

Eugene P. Griffin

Print Name

Attorney

Title

02/10/2020

LIST OF ALL OWNERS, DEVELOPERS,
OCCUPANTS AND OTHER INTERESTED PARTERS

OWNER: PJR PROPERTIES, LLC

<u>MEMBER</u>	<u>ADDRESS</u>	<u>% INTEREST</u>
Paul Butera Sr.		4%
Paul Butera Jr.	One Clock Tower Plaza, Elgin, IL	24%
Joseph Butera	One Clock Tower Plaza, Elgin, IL	24%
Judith Butera	2215 Union Avenue, Sheboygan, WI	24%
Rosalita Butera	2215 Union Avenue, Sheboygan, WI	24%

Tenant 1: Butera Market

Tenant 2: PF Des Plaines 2, LLC
d/b/a Planet Fitness

LEGAL DESCRIPTION

LOT 1 IN THE OAKS SHOPPING CENTER SUBDIVISION OF THAT PART OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WESTERLY LINE OF THE RIGHT OF WAY OF THE MINNEAPOLIS ST. PAUL AND SAULT ST. MARIE RAILROAD, AND LYING SOUTH OF THE NORTH 332 FEET OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 THEREOF (EXCEPT THEREFROM THE NORTHERLY 300 FEET OF THE WEST 350 FEET AND EXCEPT THAT PART TAKEN AND USED FOR OAKTON STREET AND LEE STREET), IN COOK COUNTY, ILLINOIS.

SITE DIMENTIONS
& BUILDING SQUARE FOOTAGE

Site Dimensions: Irregular shaped corner site containing 279,812 square feet

Building Dimensions: 65,989 square feet

PROPERTY USE

One Story, masonry-constructed, two-tenant retail building containing 65,989 square feet of rentable building area

Tenant 1: Butera Finer Foods
45,225 square feet – 68.5%

Tenant 2: Planet Fitness
20,764 square feet – 31.5%



Community & Economic Development
1420 Miner Street, Des Plaines, IL 60016
P: 847.391.5380 | W: desplaines.org

December 18, 2020

Cook County Assessor
Attention: Ira Horwitz, Incentives Department
118 North Clark Street
Room 301
Chicago, Illinois
60602

Re: Application for Class 7c Real Estate Tax Incentive Renewal – Control No. 7C0037
Property Address: 1517 Lee Street, Des Plaines, Illinois
Applicant: PJR Properties, LLC
PIN: 09-20-400-051

Dear Mr. Horwitz:

PJR Properties, LLC ("**Applicant**") has notified the City of Des Plaines ("**City**") of its intention to apply for a one-time renewal of the Class 7c Real Estate Tax Incentive Renewal for the property located at 1517 Lee Street, Des Plaines, Illinois ("**Property**"). The Applicant has requested that the City provide evidence of its support for its renewal application.

On March 6, 2017, the City's Corporate Authorities adopted Resolution R-45-17 affirming the City's support for the application of the 7c incentive classification to the Property. The City remains supportive of this classification and its renewal for an additional five-year term. Due to meeting schedules and agenda deadlines, the City Council will not be able to adopt a resolution in support of a classification renewal for the Property until January of 2021. City staff is confident that the City Council will take formal action in support of the renewal of the 7c classification for the ultimate consideration and approval by the Cook County Board of Commissioners.

Thank you for your attention to this matter. If you have any questions, please feel free to contact me at (847) 391-5545 or mmcmahon@desplaines.org.

Sincerely,

A handwritten signature in black ink that reads 'M. McMahon'.

Michael McMahon
Director of Community Development

CC. File



COOK COUNTY ASSESSOR'S OFFICE

Joseph Berrios, Cook County Assessor

118 North Clark Street, Chicago, IL 60602

Phone: 312.443.7550 Website: www.cookcountyassessor.com

May 12, 2017

Division Report

Division: 2017-00811
Township: MAINE

Tax Year: 2017
Division Date: 10/31/2016

Document No. Recording Date Description
pet 371 10/28/2016 scan of 2017-0371

Petition No. Date Petitioner
2017-0371 10/28/2016 STEPHEN F. GRIFFIN

Existing PIN(s)

Permanent Index Number: 09-20-400-036-0000

Tract

Tax Payer

PJR PROPERTIES LLC

2215 UNION AVE SHEBOYGAN, IL 53081-5561

P/A: 1517 LEE ST

DES PLAINES, IL 600181518

Assessment Status: Assessable

Exempt Code: 0

Volume: 90

Taxcode: 22028

Legal Description:

Sec	Tw	Rng	Lot	SubBlk	Outlot
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New PIN(s)

Permanent Index Number: 09-20-400-051-0000

Tract 1

Tax Payer

PJR PROPERTIES LLC

ONE CLOCK TOWER PLAZA ELGIN, IL 60120

P/A: 0000001501 LEE ST

DES PLAINES, IL 600180000

Assessment Status: Assessable

Exempt Code:

Volume: 90

Taxcode: 22028

Sec.	Tw.	Rng.	Lot	SubBlk	Outlot
20	41	12			



COOK COUNTY ASSESSOR'S OFFICE

Joseph Berrios, Cook County Assessor

118 North Clark Street, Chicago, IL 60602

Phone: 312.443.7550 Website: www.cookcountyassessor.com

May 12, 2017

Division Report

Legal Description:

THAT PART OF LOT 1 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1; THENCE SOUTHERLY ON THE EASTERLY LINE OF SAID LOT 1, 158.22 FEET; THENCE SOUTH 21°28'17" WEST, 273.59 FEET; THENCE SOUTH 68°29'13" EAST, 21.50 FEET; THENCE SOUTH 05°17'26" WEST, 311.16 FEET; THENCE SOUTH 89°14'58" WEST, 366.62 FEET; THENCE NORTH 05°29'21" EAST, 396.30 FEET; THENCE NORTH 28°54'42" WEST, 35.00 FEET; THENCE NORTH ON THE WEST LINE OF LOT 1, 300.48 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE EAST ON THE NORTH LINE OF SAID LOT 1, 415.15 FEET TO THE POINT OF BEGINNING. IN THE OAK SHOPPING CENTER SUBDIVISION OF THAT PART OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 20-41-12, LYING WEST OF THE WESTERLY LINE OF THE RIGHT-OF-WAY OF THE MINNEAPOLIS ST. PAUL AND SAULT ST. MARIE RAILROAD, AND LYING SOUTH OF THE NORTH 332 FEET OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF

Permanent Index Number: 09-20-400-052-0000

Tract 2

Tax Payer

PJR PROPERTIES LLC

ONE CLOCK TOWER PLAZA ELGIN, IL 60120

P/A: 0000001501 LEE ST

DES PLAINES, IL 600180000

Assessment Status: Assessable

Exempt Code:

Volume: 90

Taxcode: 22028

Sec.	Twn.	Rng.	Lot	SubBlk	Outlot
20	41	12			

Legal Description:

LOT 1 <EXCEPT THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1; THENCE SOUTHERLY ON THE EASTERLY LINE OF SAID LOT 1, 158.22 FEET; THENCE SOUTH 21°28'17" WEST, 273.59 FEET; THENCE SOUTH 68°29'13" EAST, 21.50 FEET; THENCE SOUTH 05°17'26" WEST, 311.16 FEET; THENCE SOUTH 89°14'58" WEST, 366.62 FEET; THENCE NORTH 05°29'21" EAST, 396.30 FEET; THENCE NORTH 28°54'42" WEST, 35.00 FEET; THENCE NORTH ON THE WEST LINE OF LOT 1, 300.48 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE EAST ON THE NORTH LINE OF SAID LOT 1, 415.15 FEET TO THE POINT OF BEGINNING>.

IN THE OAKS SHOPPING CENTER SUBDIVISION OF THE PART OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 20-41-12, LYING WEST OF THE WESTERLY LINE OF THE RIGHT OF WAY OF THE MINNEAPOLIS ST. PAUL AND SAULT ST. MARIE RAILROAD, AND LYING SOUTH OF THE NORTH 332 FEET OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF

CITY OF DES PLAINES

RESOLUTION R - 45 - 17

**A RESOLUTION SUPPORTING AND CONSENTING TO
CLASS 7c INCENTIVE FOR THE PROPERTY LOCATED
AT 1517 LEE STREET.**

WHEREAS, the President and Board of Commissioners of the County of Cook enacted an ordinance known as the Cook County Real Property Assessment Classification Ordinance, as amended from time to time ("**Classification Ordinance**"), which provides, among other things, for a tax assessment classification system that offers incentives for the development of new facilities, the rehabilitation of existing structures, and the utilization of abandoned buildings in order to create employment opportunities and expand the tax base; and

WHEREAS, the owner of a commercial property may request that the City Council approve and consent to a Cook County Class 7c Real Estate Tax Incentive, commonly known as the Commercial Urban Relief Eligibility (CURE), (the "**Class 7c Incentive**") for a property; and

WHEREAS, the Class 7c Incentive is intended to encourage commercial projects which would not be economically feasible without assistance; and

WHEREAS, pursuant to the Classification Ordinance, an owner of a property may not obtain a Class 7c Incentive for a property located within the City unless the City Council adopts a resolution approving and consenting to the Class 7c Incentive and the owner of the property submits that resolution to the County of Cook along with its application for the Class 7c Incentive; and

WHEREAS, PJR Properties, LLC ("**Applicant**") owns the that certain property commonly known as 1517 Lee Street in the City and legally described in **Exhibit A** attached to and, by this reference, made a part of this Resolution ("**Subject Property**"); and

WHEREAS, the Subject Property is improved with a 63,000 square foot vacant commercial unit commonly known as 1517 Lee Street in the City; and

WHEREAS, the Applicant has applied for a Class 7c Incentive on behalf of Butera Finer Foods, Inc. d/b/a Butera Market to assist with the rehabilitation and re-occupancy of the Subject Property for use as a grocery store ("**Store**"); and

WHEREAS, the Applicant estimates the cost to complete the rehabilitation works will be approximately \$1,755,000; and

WHEREAS, the Applicant's rehabilitation and re-occupancy of the Subject Property is dependent on the application of a Class 7c Incentive to the Subject Property; and

WHEREAS, the City Council finds that the Applicant's planned redevelopment of the Subject Property meets the four eligibility requirements for the Class 7c Incentive as set forth in the Classification Ordinance. Specifically, (1) the Subject Property's Assessed Value, Equalized Assessed Value or Real Estate taxes for three of the last six years declined or remained stagnant; (2) the Subject Property has been vacant for at least 12 months despite being marketed for at least 6 months and there is a reasonable expectation that the rehabilitation of the Subject Property will likely go forward on a timely basis if granted the Class 7c Incentive; (3) the Applicant's redevelopment of the Subject Property is dependent on receiving the Class 7c Incentive and the Subject Property will be economically feasible once the incentive expires; and (4) granting the Class 7c Incentive is reasonably expected to ultimately result in an increased real property tax revenue and employment opportunities at the Subject Property; and

WHEREAS, the Applicant's redevelopment of the Subject Property will create additional employment opportunities during construction and, when complete, permanent employment positions, as well as generate new tax revenues and additional real estate taxes for both the City and the County of Cook; and

WHEREAS, the City Council believes that the Applicant's redevelopment of the Subject Property will serve the residents of the City and surrounding communities and that without a Class 7c Incentive for the Subject Property it will remain underutilized; and

WHEREAS, to promote commercial growth, create new employment opportunities within the City and expand and further diversify the tax base of the City, the City Council declares that it is necessary and in the best interests of the City to consent to an approve the Class 7c Incentive for the redevelopment and revitalization of the Subject Property pursuant to the Classification Ordinance;

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: DETERMINATION OF ELIGIBILITY AND APPROPRIATENESS. The City Council hereby finds and determines that: (a) the Subject Property satisfies the four eligibility requirements for a Class 7c Incentive pursuant to the Classification Ordinance; (b) the Subject Property is otherwise appropriate for a Class 7c Incentive pursuant to the Classification Ordinance; (d) but for a Class 7c Incentive, the Applicant would not redevelop the Subject Property; and (e) completion of the Work is necessary for the Applicant to occupy the Subject Property.

SECTION 3: SUPPORT AND CONSENT TO CLASS 7c INCENTIVE. Pursuant to the Classification Ordinance, the City Council hereby approves, consents to, and supports the granting of a Class 7c Incentive to the Applicant for the Subject Property.

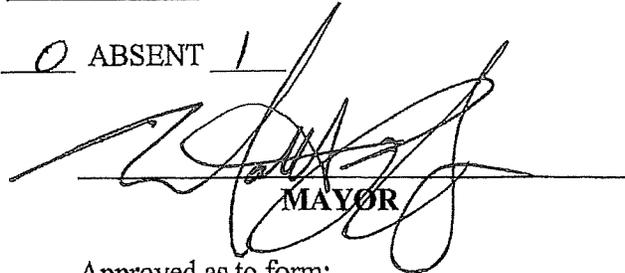
SECTION 4: DELIVERY. The City Clerk is hereby directed to transmit a certified copy of this Resolution to the Applicant. The Applicant shall be responsible for filing the certified copy with the County of Cook and the Office of the Assessor.

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 6th day of March, 2017.

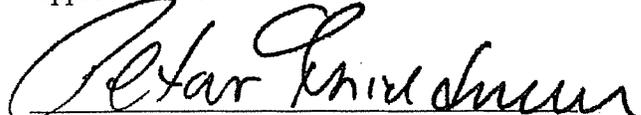
APPROVED this 6th day of March, 2017.

VOTE: AYES 7 NAYS 0 ABSENT 1



MAYOR

Approved as to form:



Peter M. Friedman, General Counsel

ATTEST:



CITY CLERK

DP- Resolution Approving Class 7c Incentive for 1517 Lee St. The Oaks Shopping Center- Butera Market

RESOLUTION

**Cook County Economic Development Advisory Committee (EDAC)
PJR Properties LLC D/B/A Butera Markets
Class 7c Tax Incentive Classification**

2-R-2017

WHEREAS, the Cook County Board of Commissioners has adopted a Real Property Assessment Classification 7c special circumstances that provides an applicant a reduction in the assessment level for a commercial project; and

WHEREAS, the Real Property Assessment Classification Ordinance provides for the role of the EDAC in reviewing the five criteria set forth in the Ordinance; and

WHEREAS, EDAC has received an application from PJR Properties LLC for a 6963,071 square foot site located at 1517 Lee Street, Des Plaines, Cook County, Illinois, Permanent Index Number 09-20-400-036-0000.

WHEREAS, EDAC has thoroughly reviewed the Class 7c application for PJR Properties LLC for substantial rehabilitation of a 62,713 square foot commercial building for use as a super market facility; and

WHEREAS, on March 6, 2017, the Village of Des Plaines adopted a Resolution supporting and consenting to PJR Properties LLC's application for the Class 7c Property Tax Incentive finding that the proposed development meets the Class 7c five eligibility criteria; and

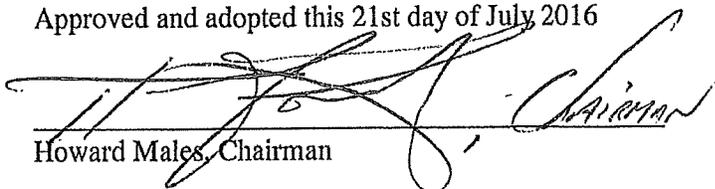
WHEREAS, "The Project" will create an estimated 20-30 new full-time jobs; 40-60 new part-time job and 30-40 construction jobs to the area; and

WHEREAS, "The Project" would not be economically feasible without the Class 7c and the 7c classification is necessary to subsidize part of the total investment to make the project viable and sustainable.

NOW, THEREFORE, BE IT RESOLVED, that EDAC makes a finding that PJR Properties LLC has presented documentation satisfying the four eligibility requirements of the ordinance for designation; and

BE IT FURTHER RESOLVED, that a copy of the staff report of the Cook County Bureau of Economic Development on the eligibility criteria and the recommendation for approval is forwarded to the Office of the Assessor of Cook County for consideration in the designation of Class 7c.

Approved and adopted this 21st day of July, 2016


Howard Males, Chairman

**CITY OF DES PLAINES
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT**

Company Name PJR Properties, LLC

Project Name The Oaks

Project Address 1515-1591 Lee Street, Des Plaines

The City of Des Plaines (the "City") requires disclosure of the information requested in this Economic Disclosure Statement and Affidavit ("EDS") before any City agency, department or City Council action regarding the matter that is the subject of this EDS. Please fully complete each statement, with all information current as of the date this EDS is signed. If a question is not applicable, answer with "NA" **An incomplete EDS will be returned and any City action will stop pending receipt of a completed EDS.**

Please **print or type** all responses clearly and legibly. **Add additional pages if needed, being careful to identify the portion of the EDS to which each additional page refers.**

WHO MUST SUBMIT AN EDS:

1. **Applicants:** Any individual or entity (the "**Applicant**") making an application to the City for action on economic entitlements requiring City Council approval must file this EDS.

2. **Entities holding an interest in the Applicant:** Generally, whenever an ownership interest in the Applicant (for example, shares of stock of the Applicant or a limited partnership interest in the Applicant) is held or owned by another legal entity (for example, a corporation or partnership, rather than an individual) each such legal entity must also file an EDS on its own behalf, and any parent of that legal entity **must do so until individual owners are disclosed.**

However, if an entity filing an EDS is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, only those shareholders that own 10% or more of that filing entity's stock must file an EDS on their own behalf.

ACKNOWLEDGMENT OF POSSIBLE CREDIT AND OTHER CHECKS: By completing and filing this EDS, the Undersigned acknowledges and agrees, on behalf of itself and the entities or individuals named in this EDS, that the City may investigate the criminal background and creditworthiness of some or all of the entities or individuals named in this EDS.

CERTIFYING THIS EDS: Execute the certification on the date of the initial submission of this EDS. **You may be asked to re-certify this EDS on the last page as of the date of submission of any subsequent documentation, or as of the date of the closing of your transaction.**

GENERAL INFORMATION

Date this EDS is completed: January 6, 2021

A. **Who is submitting this EDS?** The individual will be the "Undersigned" throughout this EDS. Paul J. Butera Jr., Member

NOTE: The Undersigned is the individual or entity submitting this EDS, whether the Undersigned is an Applicant *or is an individual on behalf of an* entity holding an interest in the Applicant. This EDS requires certain disclosures and certifications from Applicants that are not required from entities holding an interest in the Applicant.

NOTE: When completing this EDS, please observe whether the section you are completing applies only to Applicants.

Check here if the Undersigned is filing this EDS as the Applicant.
 Check here if the Undersigned is filing *on behalf of an* entity holding an interest in an Applicant.

Also, please identify the legal name of the Entity holding an interest in the Applicant:

PJR Properties, LLC

B. Business address of the Undersigned: 2215 Union Avenue
Sheboygan, WI. 53081

C. Telephone: 847-741-1010 Fax: 847-741-9610 Email: pbutera@buteramarket.com

D. Name of contact person: Paul Butera Jr.

E: Tax identification number: 36-4676398

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location if applicable):

G. City action requested (specify; professional services, purchase of supplies, project bid, contract for services, other):

Resolution in favor of Class 7C Tax Incentive Renewal

H. Describe contract:

SECTION ONE: DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF ENTITY

1. Indicate whether the Undersigned is an individual or legal entity:

- Individual
- Limited Liability Company
- Business corporation
- Joint venture
- Sole proprietorship
- Not-for-profit corporation
- Trust
- (Is the not-for-profit corporation also a 501(c)(3))?
- Yes No
- General partnership
- Other entity (please specify)
- Limited partnership

2. State of incorporation and date of incorporation of organization, if applicable:

3. For legal entities not organized in the State of Illinois: Is the organization authorized to do business in the State of Illinois as a foreign entity?

- Yes No N/A **Submit Proof by attachment.**

B. ORGANIZATION INFORMATION – attach additional pages, if necessary.

1. IF THE UNDERSIGNED IS A CORPORATION:

a. List below the names and titles of all executive officers and all directors of the corporation. For not-for-profit corporations, also list below any executive director of the corporation, and indicate all members, if any, who are legal entities. If there are no such members, write "no members."

Name

Title

b. If the Undersigned is a corporation whose shares **are** registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, please provide the following information concerning shareholders who own shares equal to or in excess of 10% of the corporation's outstanding shares.

Name	Business	Address	Percentage Interest

c. For corporations that **are not** registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, list below the name, business address and percentage of ownership interest of each shareholder.

Name	Business	Address	Percentage Interest

2. IF THE UNDERSIGNED IS A PARTNERSHIP OR JOINT VENTURE:

For general or limited partnerships or joint ventures: list below the name, business address and percentage of ownership interest of each partner. For limited partnerships, indicate whether each partner is a general partner or a limited partner.

Name	Business	Address	Percentage Interest

3. IF THE UNDERSIGNED IS A LIMITED LIABILITY COMPANY:

a. List below the name, business address and percentage of ownership interest of each (i) member and (ii) manager. If there are no managers, write "no managers," and indicate how the company is managed.

Name	Business	Address	Percentage Interest
Paul Butera Sr,			4%
Paul Butera Jr.		One Clock Tower Plaza, Elgin, IL.	24%
Joseph Butera		One Clock Tower Plaza, Elgin, IL.	24%
Judith Butera		2215 Union Avenue, Sheboygan, WI.	24%
Rosalia Butera		2215 Union Avenue, Sheboygan, WI.	24%
* No Managers; Member Managed			

b. List below the names and titles of all officers, if any. If there are no officers, write "no officers."

Name	Title
No Officers	

4. IF THE UNDERSIGNED IS A LAND TRUST, BUSINESS TRUST, TRUST, ESTATE OR OTHER SIMILAR ENTITY:

a. List below the name and business address of each individual or legal entity holding legal title to the property that is the subject of the trust.

Name	Business	Address

Trustee Name and Address	Trust Number

b. List below the name, business address and percentage of beneficial interest of each beneficiary of the Trust.

Name	Business	Address	Percentage Interest

5. IF THE UNDERSIGNED IS ANY OTHER LEGAL ENTITY, first describe the entity, then provide the name, business address, and the percentage of interest of all individuals or legal entities having an ownership or other beneficial interest in the entity. Describe the entity:

Name	Business	Address	Percentage Interest

SECTION TWO: BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

A. DEFINITIONS AND DISCLOSURE REQUIREMENT

1. The Undersigned must indicate whether it had a "doing business" relationship or had a "financial interest" with a City elected official in the 12 months before the date this EDS is signed.

2. Pursuant to the City Code of Ethics, Section 1-9-1 et seq. and specifically Section 1-9-3 and Section 1-9-5 of the Municipal Code of Des Plaines (the "Municipal Code"), "doing business" and "financial interest" are defined as follows:

DOING BUSINESS:

Any combination of sales, contracts, or purchases, with the City or any City Agency in an amount in excess of ten thousand dollars (\$10,000.00) in any twelve (12) consecutive months.

FINANCIAL INTEREST:

A. Any interest as a result of which the owner currently receives or is entitled to receive in the future more than two thousand five hundred dollars (\$2,500.00) per year; or

B. Any interest with a cost or present value of five thousand dollars (\$5,000.00) or more; or

C. Any interest representing more than ten percent (10%) of a corporation, partnership, sole proprietorship, firm, enterprise, franchise, organization, holding company, joint stock company, receivership, trust or any legal entity organized for profit; provided, however, financial interest shall not include:

1. Any publicly held stock traded on a recognized exchange;
2. The authorized compensation paid to an official or employee for his office or employment;
3. Any economic benefit provided equally to all residents of the city;
4. A time or demand deposit in a financial institution;

5. An endowment or insurance policy or annuity contract purchased from an insurance company.

B. CERTIFICATION

1. Has the Undersigned had a "doing business" relationship or "financial interest" with any City elected official in the 12 months before the date this EDS is signed?

Yes No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s). Attach additional sheet if necessary:

SECTION THREE: DISCLOSURE OF RETAINED PARTIES

A. DEFINITIONS AND DISCLOSURE REQUIREMENTS

1. The Undersigned, must disclose certain information about attorneys, lobbyists, accountants, consultants, subcontractors, and any other person whom the Undersigned has retained or expects to retain in connection with the Matter. In particular, the Undersigned must disclose the name of each such person, his/her business address, the nature of the relationship, and the total amount of the fees paid or estimated to be paid. For this section 3, the Undersigned is not required to disclose employees who are paid solely through the Applicant's regular payroll.

"Lobbyist" means any person (i) who undertakes to influence any legislative or administrative action, or (ii) any part of whose duty as an employee of another includes undertaking to influence any legislative or administrative action. **For the purposes of this section only, a person may be a Lobbyist, within the meaning of the above definition, even if he or she is not registered with the State of Illinois as a Lobbyist.**

2. If the Undersigned is uncertain whether a disclosure is required under this Section 3, the Undersigned must attach to this EDS a letter specifying the question on disclosure or make the disclosure.

B. DISCLOSURE – attach additional pages, if necessary.

1. Each and every attorney, lobbyist, accountant, consultant, subcontractor, or other person retained or anticipated to be retained directly by the Undersigned with respect to or in connection with the Matter is listed below [begin list here, add sheets as necessary]:

Name	Business Address	Relationship to Undersigned (attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated)
------	------------------	--	---

2. Indicate for each whether retained or anticipated to be retained.

Name	Status
------	--------

CHECK HERE IF NO SUCH INDIVIDUALS HAVE BEEN RETAINED BY THE UNDERSIGNED OR ARE ANTICIPATED TO BE RETAINED BY THE UNDERSIGNED.

3. Has any owner, officer, manager, or employee of Applicant ever plead guilty, been found guilty, received supervision, plead nolo contendere (no contest) to any felony within the last five (5) years? Check one: No _____. Yes _____. If yes, complete section below or attach additional sheet(s) identifying person, charge, date of finding, Court name and branch and case docket number.

Name	Relationship with company	Date of plea or court action
------	---------------------------	------------------------------

Court in which plea made	County, and State or District
--------------------------	-------------------------------

Nature of offense:

4. State whether any person or company identified in response to section 3 B. 1 above has ever plead guilty, been found guilty, received supervision, plead nolo contendere (no contest) to any felony within the last five (5) years. Check one: No _____. Yes _____. If yes complete section below or attach additional sheet(s) identifying person, charge, dated of finding, Court name and branch and case docket number.

Name	Relationship with company	Date of plea or court action
------	---------------------------	------------------------------

Court in which plea made

County, State, or District

Nature of offense:

SECTION FOUR: CERTIFICATIONS

A. CERTIFICATION OF COMPLIANCE

For purposes of the certifications in 1, 2, and 3 below, the term “affiliate” means any individual or entity that, directly or indirectly: controls the Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

1. The Undersigned is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, **or the Internal Revenue Service** nor is the Undersigned or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City. This includes all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes. If there are any such delinquencies, note them below:

None

If the letters “NA,” meaning “not applicable” or the word “None,” or no response appears on the lines above, it will be conclusively presumed that the Undersigned is not delinquent and has certified to the above statements.

2. The Undersigned and its affiliates have not, in the past five years, been found in violation of any City, state or federal environmental law or regulation. If there have been any such violations, note them below:

None

If the letters “NA,” the word “None,” or no response appears on the lines above, it will be conclusively presumed that the Undersigned had no violations and certified to the above statements.

3. If the Undersigned is the Applicant, the Undersigned and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

4. The Undersigned will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Section Four, 1, (1-3) above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Undersigned has reason to believe has not provided or cannot provide truthful certifications.

If the Undersigned is unable to make the certifications required in Section Four, paragraph A (3) and (4) above, provide an explanation:

None

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

B. FURTHER CERTIFICATIONS

1. The Undersigned and, if the Undersigned is a legal entity, its principals (officers, directors, partners, members, managers, executive director):

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. Have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause (1)(b) of this section;
- d. Have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. Have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, in any

criminal or civil action instituted by the City or by the federal government, any state, or any other unit of local government.

- f. Have not, within a five-year period preceding the date of this EDS, filed for, or acquiesced in the filing of, (i) any bankruptcy, reorganization, debt arrangement or other case or proceeding under any bankruptcy or insolvency law, or (ii) any dissolution, liquidation or foreclosure.

2. The certifications concern:

- the Undersigned;
- any party participating in the performance of the Matter ("an **Applicable Party**");
- any "**Affiliated Entity**" (meaning an individual or entity that, directly or indirectly: controls the Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Applicable Parties, the term Affiliated Entity means an individual or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another individual or entity;
- any responsible official of the Undersigned, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Undersigned, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Undersigned, any Applicable Party or any Affiliated Entity (collectively "Agents").

Neither the Undersigned, nor any Applicable Party, nor any Affiliated Entity of either the Undersigned or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party's or Affiliated Entity's contract or engagement in connection with the Matter:

- A. Bribe or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- B. Agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint

of freedom of competition by agreement to bid a fixed price or otherwise;
or

- C. Made an admission of such conduct described in (1) or (2) above that is a matter of record, but have not been prosecuted for such conduct; or

3. The Undersigned understands and shall comply with State Statutes and the City Code of Ethics, Section 1-9-1 et seq. of the Des Plaines Municipal Code.

4. Neither the Undersigned, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

5. If the Undersigned is unable to certify to any of the above statements in this Part III, the Undersigned must explain below:

None

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

C. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Section 1-9-1 et seq. of the Municipal Code have the same meanings when used in this Part III.

- 1. In accordance with Section 1-9-3 of the Municipal Code:
Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person in the Matter?

Yes No

NOTE: If you answered "No" to Item C(1), you are not required to answer Items C(2) or (3) below. Instead, review the certification in Item C(4) and then proceed to Section Five. If you answered "Yes" to Item C(1), you must first respond to Item C(2) and provide the information requested in Item C(3). After responding to those items, review the certification in Item C(4) and proceed to Section Five.

- 2. Unless sold pursuant to a process of competitive bidding, no City elected official or employee shall have a financial interest in his or her own name or in the name

of any other person in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part V.

Does the Matter involve a City Property Sale?

Yes No

3. If you answered "yes" to Item C(1), provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest

4. The Undersigned further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

SECTION FIVE: DISCLOSURE OF A FAMILIAL RELATIONSHIP

A. The Undersigned must disclose whether such Applicant or any Applicable Party (as defined below) or any spouse or domestic partner thereof currently has a "familial relationship" with any elected City official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Undersigned or any Applicable Party or any spouse or domestic partner thereof is related to the mayor, any councilman, or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means any (1) officer, member, manager, partner or executive director, of a legal entity or any person exercising similar authority, or (2) any person having more than a 7.5 percent ownership interest in the Applicant as listed in Section I.B,

B. Does the Undersigned or any "Applicable Party" or any spouse or domestic partner thereof currently have a "familial relationship" with an elected City official or department head?

Yes

No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

None

SECTION SIX: CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Undersigned understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Undersigned understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based including, but not limited to, compliance with the City Code of Ethics.

B. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Undersigned's participation in the Matter and/or declining to allow the Undersigned to participate in other transactions with the City.

C. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. **By completing and signing this EDS, the Undersigned waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS, and conduct any background investigation which may be necessary as a result of this EDS.**

D. The Undersigned has not withheld or reserved any disclosures as to economic interests in the Undersigned, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks economic entitlements requiring City Council approval.

E. The information provided in this EDS must be kept current. In the event of changes, the Undersigned must supplement this EDS up to the time the City takes action on the Matter and recertify the supplemental matters.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Applicant, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

PJR Properties, LLC
(Print name of individual or legal entity submitting this EDS)

Date: 1/6/2021

By: 
(Sign here)

Paul Butera Jr.
Print name of signer

Member
Title of signer

SUBSCRIBED and SWORN to before
me this 6th, day of January, 2021.

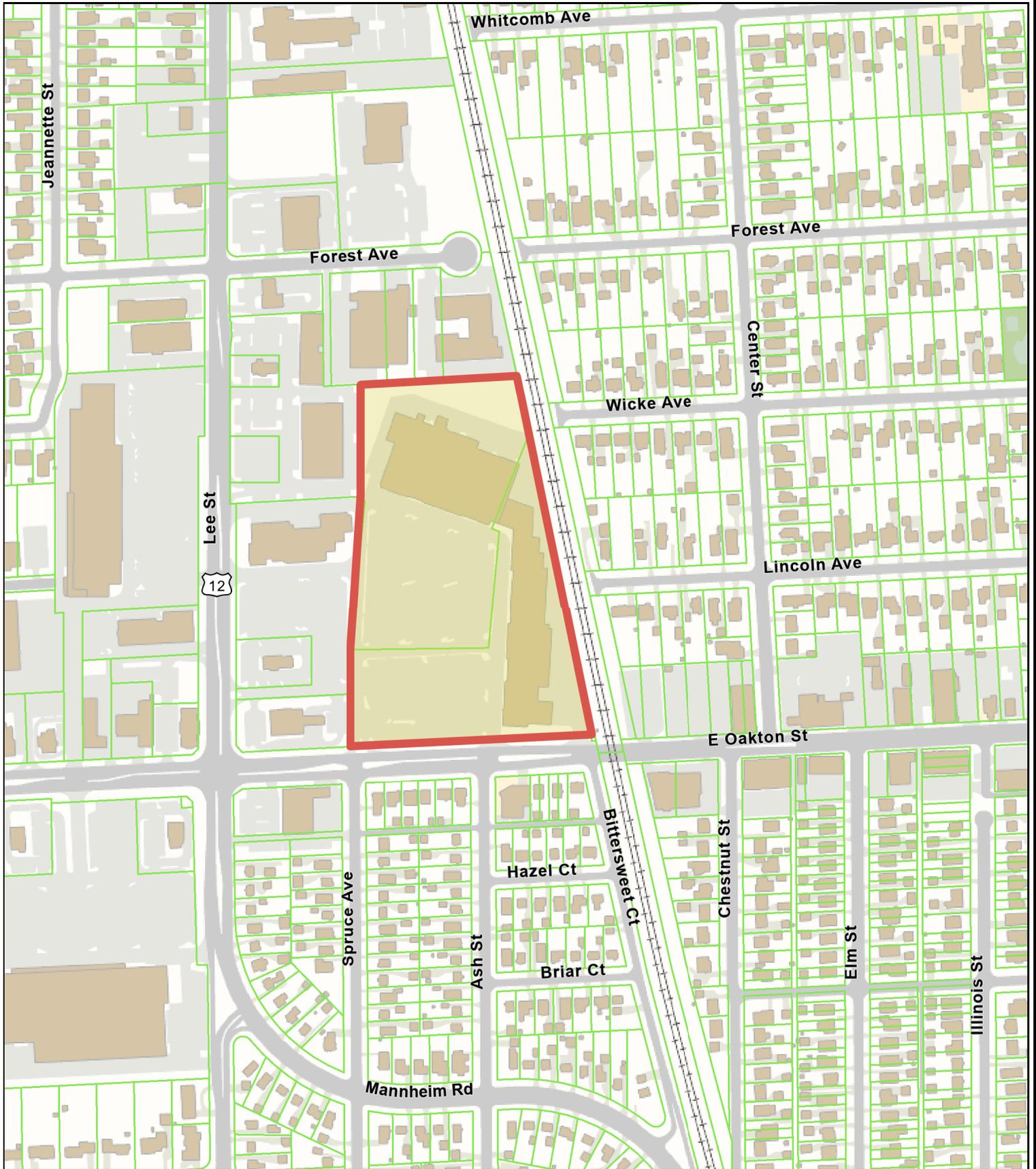

NOTARY PUBLIC



(SEAL)

CLASS 7C TAX IMPACT TABLE
 PJR PROPERTIES, LLC
 1555 Lee Street, Des Plaines
 PIN: 09-20-400-051

Tax Year	Estimated Market Value	Equalized Tax Rate	INCENTIVE YEAR	Level of Assessment	Estimated Assessed Value Without Incentive Renewal	Estimated Tax Without Incentive Renewal	INCENTIVE YEAR	Level of Assessment	Estimated Assessed Value With Incentive Renewal	Estimated Tax With Incentive Renewal
2020	\$6,590,980	26.9118%	3	10%	\$659,098	\$177,375	3	10%	\$659,098	\$177,375
2021	\$6,590,980	26.9118%	4	15%	\$988,647	\$266,062	1	10%	\$659,098	\$177,375
2022	\$6,590,980	26.9118%	5	20%	\$1,318,196	\$354,750	2	10%	\$659,098	\$177,375
2023	\$6,590,980	26.9118%		25%	\$1,647,745	\$443,437	3	10%	\$659,098	\$177,375
2024	\$6,590,980	26.9118%		25%	\$1,647,745	\$443,437	4	15%	\$988,647	\$266,062
2025	\$6,590,980	26.9118%		25%	\$1,647,745	\$443,437	5	20%	\$1,318,196	\$354,750
Totals						\$2,128,499				\$1,330,312
Tax Savings										\$798,187



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Notes

CITY OF DES PLAINES

RESOLUTION R - 31 - 21

A RESOLUTION SUPPORTING AND CONSENTING TO CLASS 7c INCENTIVE RENEWAL FOR THE PROPERTY LOCATED AT 1517 LEE STREET.

WHEREAS, PJR Properties, LLC ("*Applicant*") owns the that certain property commonly known as 1517 Lee Street in the City and legally described in **Exhibit A** attached to and made a part of this Resolution ("*Subject Property*"); and

WHEREAS, the Subject Property contains a 65,989 square foot commercial unit currently occupied by a grocery store; and

WHEREAS, in 2017, the City Council adopted Resolution R-45-17 supporting and consenting to Class 7c classification of the Subject Property under the Cook County Real Property Assessment Classification Ordinance ("*Classification Ordinance*"), and the Subject Property was classified as 7c under Cook County Control Number 7C0037 ("*7c Classification*"); and

WHEREAS, 2022 is the last year in which the Subject Property is entitled to the reduced assessment level pursuant to the 7b Classification; and

WHEREAS, in 2021, the Applicant filed a notice of intent to request a five-year renewal of the 7c Classification of the Subject Property ("*7c Renewal*") with the Office of the Assessor of Cook County ("*Assessor*"); and

WHEREAS, pursuant to the Classification Ordinance, the Assessor will not grant the 7c Renewal unless the City Council adopts a resolution expressing the City Council's support for and consent to the 7c Renewal; and

WHEREAS, the Applicant has requested that the City Council adopt a such a resolution; and

WHEREAS, the Applicant completed rehabilitation work on the Subject Property in the amount of \$1,807,475 ("*Improvements*"); and

WHEREAS, the Applicant's rehabilitation and re-occupancy of the Subject Property was dependent on the application of the original Class 7c Classification for the Subject Property; and

WHEREAS, the Applicant's redevelopment of the Subject Property created additional employment opportunities during construction and, now that the Subject Property is completed and occupied, permanent employment positions; and

WHEREAS, the Applicant's redevelopment of the Subject Property generates new tax revenues and additional real estate taxes for both the City and the County of Cook; and

WHEREAS, the City Council has determined that supporting and consenting to the 7c Renewal is necessary and beneficial to the local economy and will: (i) reduce the likelihood that the Subject Property will again become abandoned and unproductive; and (ii) preserve employment opportunities within the City; and (iii) serve the best interests of the City and the public;

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: DETERMINATION OF NECESSITY AND BENEFIT. The City Council hereby finds that: (i) but for the 7c Classification, the Applicant would not have redeveloped and occupied the Subject Property; (ii) the continued occupancy and use of the Subject Property by the Applicant is necessary and beneficial to the local economy; and (iii) the required Economic Disclosure Statement has been received and filed with the City.

SECTION 3: SUPPORT AND CONSENT TO 7c RENEWAL. Pursuant to the Classification Ordinance, the City Council hereby approves, consents to, and supports the granting of a 7c Renewal to the Applicant for the Subject Property.

SECTION 4: DELIVERY. The City Clerk is hereby directed to transmit a certified copy of this Resolution to the Applicant. The Applicant shall be responsible for filing the certified copy with the County of Cook and the Office of the Assessor.

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 _____, 2021.

APPROVED this ____ day of _____, 2021.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

EXHIBIT A

LEGAL DESCRIPTION

LOT 1 IN THE OAKS SHOPPING CENTER SUBDIVISION OF THAT PART OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WESTERLY LINE OF THE RIGHT OF WAY OF THE MINNEAPOLIS ST. PAUL AND SAULT ST. MAIRIE RAILROAD, AND LYING SOUTH OF THE NORTH 332 FEET OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 THEREOF (EXCEPT THEREFROM THE NORTHERLY 300 FEET OF THE WEST 350 FEET AND EXCEPT THAT PART TAKEN AND USED FOR OAKTON STREET AND LEE STREET), IN COOK COUNTY, ILLINOIS.



COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: January 13, 2021
To: Michael G. Bartholomew, MCP, LEED AP, City Manager
From: Michael McMahon, Director of Community and Economic Development
Subject: Consideration of a Text Amendment to Increase the Allowable Area for Office Uses in the C-4, Regional Shopping District. Case #20-051-TA (City-wide)

Issue: The petitioner is requesting a Text Amendment to Section 12-7-3(K) of the 1998 Des Plaines Zoning Ordinance, as amended to increase the total allowable contiguous area for Office uses in the C-4, Regional Shopping District from 2,500-square feet to 5,000-square feet and approval of any other such variations, waivers, and zoning relief as may be necessary.

Analysis:

Owner: PJR Properties, LLC, 1153 Lee Street, Suite 109, Des Plaines, IL 60016
Petitioner: PJR Properties, LLC, 1153 Lee Street, Suite 109, Des Plaines, IL 60016
Case Number: 20-051-TA
Real Estate Index Numbers: 09-20-400-051-0000; -052
Ward: #5, Alderman Carla Brookman
Existing Zoning: C-4, Regional Shopping District
Existing Land Use: Shopping Center
Surrounding Zoning: North: C-4, Regional Shopping District; South: R-1, Single-Family Residential District; East: Railroad; C-3, General Commercial District / R-1, Single Family Residential District; West: C-3, General Commercial District / C-4, Regional Shopping District
Surrounding Land Use: North: Shopping Center; South: Single Family Residences

East: Railroad; Single Family Residences / Vacant Commercial Property
West: Jewel (Commercial) / Shopping Center

Street Classification Lee Street and Oakton Street are classified as arterial streets.

Comprehensive Plan Designation The Comprehensive Plan designates this property as Commercial.

Project Description The petitioner is proposing a Text Amendment to Section 12-7-3(K) of the 1998 Des Plaines Zoning Ordinance, as amended to increase the total allowable contiguous area for Office uses in the C-4, Regional Shopping District from 2,500-square feet to 5,000-square feet.

Amending Section 12-7-3(K) of the Zoning Ordinance to Allow for Increased Office Area in the C-4 Zoning District

Prior to 2018, the Zoning Ordinance did not allow office uses in the C-4, Regional Shopping District. Ordinance Z-28-18 was approved by City Council on September 4, 2018 to allow office uses up to 2,500-square feet in area in the C-4, Regional Shopping District provided that they are not contiguous to another office use. The petitioner owns the Oak Shopping Center and is looking to fill vacant space within the existing shopping center. Recently, various businesses that are classified under office uses have been interested in occupying space within the shopping center in excess of 2,500-square feet. Thus, the proposed text amendment would allow office uses up to 5,000-square feet of contiguous space within the C-4, Regional Shopping District. The proposed amendment is as follows:

Amend

12-7-3.K: Commercial Use Matrix: Amending Office Use footnote to Allow Additional Contiguous Office Area in the C-4, Regional Shopping District.

COMMERCIAL DISTRICT USE MATRIX

Uses	C-1	C-2	C-3	C-4	C-5	C-6	C-7
Offices	C	P	P	<u>P¹⁷</u>	P		P

Note 17. Each office use in the C-4 Regional Shopping District shall be limited to ~~2,500~~ **5,000 square** feet of area and shall not be contiguous to another office use.

Amendment Findings: Text Amendment requests are subject to the standards set forth in Section 12-3-7(E) of the 1998 City of Des Plaines Zoning Ordinance, as amended. In reviewing these standards, staff has the following comments:

A. 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:

Comment: The Comprehensive Plan strives to expand the range of commercial uses along major Des Plaines corridors. The subject property is located along the Lee Street/Mannheim Road corridor and near the Oakton Street corridor and is surrounded by different types of commercial development. The proposed text amendment would help expand the types of office uses permitted in the C-4 zoning district and provide additional services to Des Plaines residents. See also the petitioner’s responses to standards for amendments.

B. The proposed amendment is compatible with current conditions and the overall character of existing development in the immediate vicinity of the subject property:

Comment: The subject property consists of a shopping center that is surrounded by a mix of commercially-zoned properties. The proposed text amendment allowing additional office space in the C-4 zoning district would not alter the current conditions or overall character of existing development in the immediate vicinity as the development in this area already contains a mixture of retail, service, and office uses. See also the petitioner's responses to standards for amendments.

C. The proposed amendment is appropriate considering the adequacy of public facilities and services available to this subject property:

Comment: There are currently adequate public facilities for the subject property and the proposed text amendment will not alter the public facilities in any way. See also the petitioner's responses to standards for amendments.

D. The proposed amendment will not have an adverse effect on the value of properties throughout the jurisdiction:

Comment: The proposed text amendment would assist in boosting the economy in Des Plaines by filling vacant spaces in the C-4 zoning district that have been vacated by a retail use or do not fit the needs of a retail use. This request would allow for office uses of larger sizes to be located in the C-4 zoning district, which may attract larger businesses to Des Plaines. See also the petitioner's responses to standards for amendments.

E. The proposed amendment reflects responsible standards for development and growth:

Comment: The proposal strives to meet and exceed the responsible standards required for development and growth as it would allow for larger office uses to locate on site to attract new businesses and further expand the services available to Des Plaines residents. See also the petitioner's responses to standards for amendments.

Planning and Zoning Board Review: The Planning and Zoning Board met on January 12, 2021 to consider Text Amendments to Section 12-7-3(K) of the 1998 Des Plaines Zoning Ordinance, as amended, to increase the total allowable contiguous area for Office uses in the C-4, Regional Shopping District from 2,500-square feet to 5,000-square feet, citywide.

The petitioner briefly described the request to increase the maximum allowable office use area in the C-4, Regional Shopping District to 5,000-square feet in order to provide additional opportunities for new businesses to locate within the Oaks Shopping Center located at 1515-1519 Lee Street.

The Planning and Zoning Board (PZB) did not have any questions.

The Community and Economic Development Department presented the proposed text amendment and clarified the reasoning behind the amendment. Staff noted that the maximum allowable office use amount will be the only change made as part of this text amendment and the regulation will still prohibit contiguous office uses in the C-4 zoning district.

No members of the public spoke on this petition.

The Planning and Zoning Board *recommended* (6-0) that the City Council *approve* the above-mentioned Text Amendment to Section 12-7-3(K) of the 1998 Des Plaines Zoning Ordinance, as amended, to increase the maximum allowable office area to 5,000-square feet in the C-4 zoning district, citywide.

Recommendation: Staff recommends approval of Ordinance Z-28-21 for the proposed Text Amendment to Section 12-7-3(K) of the 1998 Des Plaines Zoning Ordinance, as amended to increase the total allowable contiguous area for Office uses in the C-4, Regional Shopping District to 5,000-square feet.

Attachments:

Attachment 1: Project Narrative

Attachment 2: Petitioner's Responses to Standards

Attachment 3: Proposed Text Amendment

Attachment 4: Chairman Szabo Memo

Attachment 5: Draft Excerpt of Minutes from the January 12, 2021 Planning and Zoning Board Meeting

Ordinance Z-28-21



December 8, 2020

Jonathan Stytz, Planner
City of Des Plaines
1420 Miner Street
Des Plaines, IL 60016

Re: Text Amendment Request relating to Chapter 12-7-3.K, Table 3, footnote #17
The Oaks Shopping Center, 1515-1591 Lee Street, Des Plaines – C-4 Zoning District

Dear Mr. Stytz,

I am writing on behalf of applicant PJR Properties, LLC (“PJR”), which is the current owner of The Oaks Shopping Center (“The Oaks”). PJR is requesting consideration from the City of Des Plaines (“City”) Planning and Zoning Board and the City Council for a Text Amendment to Chapter 12-7-3.K, Table 3, footnote #17 as it relates to the C-4 Regional Shopping District. Presently, footnote #17 reads, “Each office¹ use in the C-4 Regional Shopping District shall be limited to 2,500 square feet of area and shall not be contiguous to another office use.” PJR is requesting the text be amended to read, “Each office use in the C-4 Regional Shopping District shall be limited to 5,000 square feet of area and shall not be contiguous to another office use.” PJR believes that allowing additional square footage to be occupied by office uses at The Oaks will generate increased investment and activity for the commercial development and an increased demand for the services offered. Furthermore, we feel that this text amendment is consistent with the goals, objectives, and polices of the City’s 2019 Comprehensive Plan (“Plan”).

PJR acquired The Oaks in June of 2016 out of bankruptcy from the previous property owner. At that time, the grocery anchor space of approximately 64,000 square feet sat empty in addition to other small shop vacancies, which brought the total center vacancy to just over 85,000 square feet or about 64% of the leasable area of the center. Through investment from PJR and the Butera family, as well as with the support of the City, we have been able to lease up the vacant grocery anchor space with a Butera Fruit Market grocery store as well as a Planet Fitness gym bringing life back to The Oaks. Unfortunately, during this time we also experienced just over 10,000 square feet of tenancy vacate, bringing the total remaining vacancy to approximately 31,000 square feet, or 23% of leasable area. The property is being actively marketed by CBRE and while we have received leasing inquiries over the past 4 years, completed deals for the remaining vacancies have not come to fruition.

The Oaks is not alone in this retail vacancy dilemma. It has become quite evident that the retail real estate landscape is in a period of transformation. Retailers are struggling to remain relevant and a significant and sizable number have either left the marketplace, or worse, have completely ceased operations. The closures are the result, at least in part, of the big box and internet pressures and influence. In order for traditional shopping centers to not only survive and remain relevant but to thrive and continue to contribute to the community, the trend has been the diversification of uses within these centers. Service oriented uses and tenancies are a growing category in this diversification trend, since in part, the service community has shown to be more resistant to internet competition. It is now quite common to see formerly exclusive retail oriented shopping centers become fully leased as mixed-use centers, offering a balance of retail, office and service oriented uses to better and more fully serve visitors with tenants such as: grocery stores, fitness centers, restaurants, chiropractors, student tutoring centers, financial and real estate services, weight loss centers, physical therapy, dentists, medical centers, clinics, to name a few.

As mentioned, PJR believes that this request is consistent and in keeping with the goals, objectives and policies of the current Comprehensive Plan. The Plan notes as an Overarching Principle the expansion of mixed-use development, particularly along the Oakton Street Corridor. Section 3.2.1 notes that the City should consider permitting more intense, non-commercial and mixed-use projects along the Oakton Street Corridor that can generate activity for existing commercial development and increase demand for services. This section then provides a number of recommendations to remove, replace or relax current zoning restrictions along the corridor to achieve the objective. With The Oaks being a major shopping center along the Oakton Street Corridor, allowing for increased square footage to be occupied by office use tenants would help put the center in a better position to be able to offer a balance of uses and services that a revitalized Oakton Street Corridor would demand.

To that end, PJR respectfully requests that footnote #17 of Table 3, Section 12-7-3.K be amended to read, "Each office use in the C-4 Regional Shopping District shall be limited to 5,000 square feet of area and shall not be contiguous to another office use." The City's continued support is greatly appreciated and we thank you for your consideration in this matter.

Sincerely,

Brian R. Bucaro
PJR Properties, LLC

¹ The City's current definition of "Office" pursuant to Section 12-13-3 includes professional services made available to the public, including, but not limited to, tax preparation, accounting, architecture, legal services, medical clinics and laboratories, dental laboratories, psychological counseling, real estate and securities brokering, and professional consulting services.

Responses to Standards for Amendments – December 8, 2020

The Oaks (1515 – 1591 Lee Street)
PJR Properties, LLC (Applicant)

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;

This requested text amendment is consistent and in keeping with the goals, objectives and policies of the 2019 Comprehensive Plan (the “Plan”). The Plan notes as an Overarching Principle the expansion of mixed-use development, particularly along the Oakton Street Corridor. Section 3.2.1 notes that the City should consider permitting more intense, non-commercial and mixed-use projects along the Oakton Street Corridor that can generate activity for existing commercial development and increase demand for services. This section then provides a number of recommendations to remove, replace or relax current zoning restrictions along the corridor to achieve the objective. With The Oaks being a major shopping center along the Oakton Street Corridor, allowing for increased square footage to be occupied by “Office” use tenants would help put the center in a better position to be able to offer a balance of uses and services that a revitalized Oakton Street Corridor would demand.

2. Whether the proposed amendment is compatible with current conditions and the overall character of existing development in the immediate vicinity of the subject property;

The Oaks is bounded by C-3 zone areas to the north, east, south and west, excluding only a portion of south of The Oaks which is residential, and the M-2 zoning to the north (see attachment). Accordingly, increasing the square footage allowable for “Offices”, which is already a Permitted Use in Zone C-3, is clearly compatible.

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

It is not expected that the changes in use as proposed in the text amendment would have any impact on the adequacy of public facilities and services available to The Oaks.

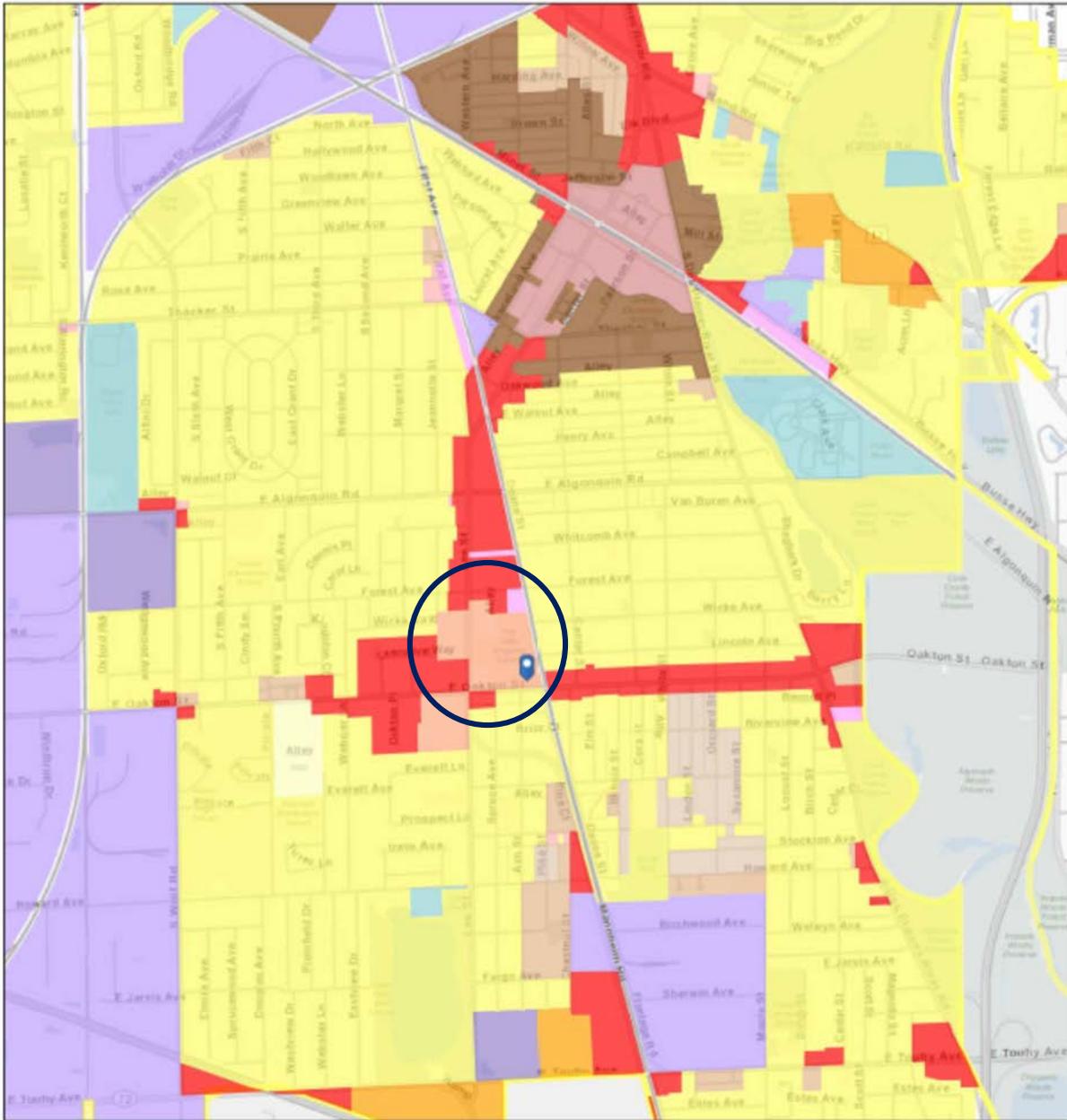
4. Whether the proposed amendment will have an adverse effect on the value of properties throughout the jurisdiction;

Being that The Oaks is primarily surrounded by other commercial oriented uses, simply increasing the allowable square footage for the “Office” use is unlikely to have an adverse effect on the value of surrounding properties. It is more likely to have a positive effect on the surrounding area should the proposed amendment have the desired effect of fostering additional investment and activity at The Oaks.

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

Increasing the allowable square footage for the “Offices” use at The Oaks would be aligned with the continuing development trend for the expansion of mixed-use centers. The proposed text amendment reflects responsible standards for development and growth by allowing for a greater balance of retail, office and service oriented uses to better and more fully serve the public

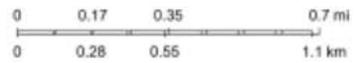
ArcGIS Web Map



May 7, 2018

Zoning	C-4	M-2	R-2
	C-1	M-3	R-3
	C-2	I-1	M-H
	C-3	M-1	R-1
			R-4

1:16,000



PROPOSED TEXT AMENDMENT

K. Commercial Use Matrix:

TABLE 3

COMMERCIAL DISTRICTS USE MATRIX

P = Permitted use

C = Conditional use permit required

Uses	C-1	C-2	C-3	C-4	C-5	C-6	C-7
Offices	C	P	P	<u>P¹⁷</u>	P		P

Notes:

17. Each office use in the C-4 Regional Shopping District shall be limited to ~~2,500~~ **5,000** square feet of area and shall not be contiguous to another office use.



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

January 13, 2021

Mayor Bogusz and Des Plaines City Council
CITY OF DES PLAINES

Subject: Planning and Zoning Board, Case #20-051-TA, City Wide
RE: Consideration of a Comprehensive Text Amendment to Chapter 7 of the 1998 Des Plaines Zoning Ordinance

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board met on January 12, 2021 to consider Text Amendments to Section 12-7-3(K) of the 1998 Des Plaines Zoning Ordinance, as amended, to increase the total allowable contiguous area for Office uses in the C-4, Regional Shopping District from 2,500-square feet to 5,000-square feet, citywide.

1. The petitioner briefly described the request to increase the maximum allowable office use area in the C-4, Regional Shopping District to 5,000-square feet in order to provide additional opportunities for new businesses to locate within the Oaks Shopping Center located at 1515-1519 Lee Street.
2. The Planning and Zoning Board (PZB) did not have any questions.
3. The Community and Economic Development Department presented the proposed text amendment and clarified the reasoning behind the amendment. Staff noted that the maximum allowable office use amount will be the only change made as part of this text amendment and the regulation will still prohibit contiguous office uses in the C-4 zoning district.
4. No members of the public spoke on this petition.
5. The Planning and Zoning Board *recommended* (6-0) that the City Council *approve* the above-mentioned Text Amendment to Section 12-7-3(K) of the 1998 Des Plaines Zoning Ordinance, as amended, to increase the maximum allowable office area to 5,000-square feet in the C-4 zoning district, citywide.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'James S. Szabo'.

James Szabo,
Des Plaines Planning and Zoning Board, Chairman

Cc: City Officials/Aldermen

Case 20-046-TSUB-V
Case 20-045-V
Case 20-051-TA

10 S. River Rd
1415 Redeker Rd
City-wide

Tentative Plat of Subdivision/Variations
Major Variations
Text Amendment

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Page 13

3. **Address:** City-wide

Case Number: 20-051-TA

The petitioner is requesting a Text Amendment to Section 12-7-3(K) of the 1998 Des Plaines Zoning Ordinance, as amended to change the maximum allowable contiguous office area in the C-4, Regional Shopping District from 2,500-square feet to 5,000-square feet and approval of any other such variations, waivers, and zoning relief as may be necessary.

Chairman Szabo swore in Brian Bucaro, on behalf of the Petitioner, PJR Properties (The Oak Properties), via Zoom. Mr. Bucaro provided a brief overview of the request, which includes increasing the permitted maximum area of office uses in the C-4 shopping district from 2,500 square feet to 5,000 square feet.

Chairman Szabo asked if there were any questions from the Board. There were no questions.

Member Saletnik stated the following comment: that the current poor retail climate makes sense for the office use to fill the vacant space.

Chairman Szabo asked that the Staff Report be entered into record. Planner Stytz provided a summary of the following report:

Issue: The petitioner is requesting a Text Amendment to Section 12-7-3(K) of the 1998 Des Plaines Zoning Ordinance, as amended to increase the total allowable contiguous area for Office uses in the C-4, Regional Shopping District from 2,500-square feet to 5,000-square feet and approval of any other such variations, waivers, and zoning relief as may be necessary.

Analysis:

Owner: PJR Properties, LLC, 1153 Lee Street, Suite 109, Des Plaines, IL 60016

Petitioner: PJR Properties, LLC, 1153 Lee Street, Suite 109, Des Plaines, IL 60016

Case Number: 20-051-TA

Real Estate Index Numbers: 09-20-400-051-0000; -052

Ward: #5, Alderman Carla Brookman

Existing Zoning: C-4, Regional Shopping District

Existing Land Use: Shopping Center

Surrounding Zoning: North: C-4, Regional Shopping District

South: R-1, Single-Family Residential District

East: Railroad; C-3, General Commercial District / R-1, Single Family Residential District

West: C-3, General Commercial District / C-4, Regional Shopping District

Surrounding Land Use North: Shopping Center

South: Single Family Residences

East: Railroad; Single Family Residences / Vacant Commercial

Case 20-046-TSUB-V
 Case 20-045-V
 Case 20-051-TA

10 S. River Rd
 1415 Redeker Rd
 City-wide

Tentative Plat of Subdivision/Variations
 Major Variations
 Text Amendment

January 12, 2021
 Page 14

Property
 West: Jewel (Commercial) / Shopping Center

Street Classification Lee Street and Oakton Street are classified as arterial streets.

Comprehensive Plan Designation The Comprehensive Plan designates this property as Commercial.

Project Description The petitioner is proposing a Text Amendment to Section 12-7-3(K) of the 1998 Des Plaines Zoning Ordinance, as amended to increase the total allowable contiguous area for Office uses in the C-4, Regional Shopping District from 2,500-square feet to 5,000-square feet.

Amending Section 12-7-3(K) of the Zoning Ordinance to Allow for Increased Office Area in the C-4 Zoning District

Prior to 2018, the Zoning Ordinance did not allow office uses in the R-4, Regional Shopping District. Ordinance Z-28-18 was approved by City Council on September 4, 2018 to allow office uses up to 2,500-square feet in area in the C-4, Regional Shopping District provided that they are not contiguous to another office use. The petitioner owns the Oak Shopping Center and is looking to fill vacant space within the existing shopping center. Recently, various businesses that are classified under office uses have been interested in occupying space within the shopping center in excess of 2,500-square feet. Thus, the proposed text amendment would allow office uses up to 5,000-square feet of contiguous space within the C-4, Regional Shopping District. The proposed amendment is as follows:

Amend

12-7-3.K: Commercial Use Matrix: Amending Office Use footnote to Allow Additional Contiguous Office Area in the C-4, Regional Shopping District.

COMMERCIAL DISTRICT USE MATRIX

Uses	C-1	C-2	C-3	C-4	C-5	C-6	C-7
<u>Offices</u>	C	P	P	<u>P¹⁷</u>	P		P

Note 17. Each office use in the C-4 Regional Shopping District shall be limited to 2,500 5,000 square feet of area and shall not be contiguous to another office use.

Amendment Findings: Text Amendment requests are subject to the standards set forth in Section 12-3-7(E) of the 1998 City of Des Plaines Zoning Ordinance, as amended. In reviewing these standards, staff has the following comments:

- A. 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:

Case 20-046-TSUB-V
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10 S. River Rd
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Major Variations
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Comment: The Comprehensive Plan strives to expand the range of commercial uses along major Des Plaines corridor. The subject property is located along the Lee Street/Mannheim Road corridor and near the Oakton Street corridor and is surrounding by different types of commercial development. The proposed text amendment would help expand the types of office uses permitted in the C-4 zoning district and provide additional services to Des Plaines residents. See also the petitioner's responses to standards for amendments.

B. The proposed amendment is compatible with current conditions and the overall character of existing development in the immediate vicinity of the subject property:

Comment: The subject property consists of a shopping center that is surrounded by a mix of commercially-zoned properties. The proposed text amendment allowing additional office space in the C-4 zoning district would not alter the current conditions or overall character of existing development in the immediate vicinity as the development in this area already contains a mixture of retail, service, and office uses. See also the petitioner's responses to standards for amendments.

C. The proposed amendment is appropriate considering the adequacy of public facilities and services available to this subject property:

Comment: There are currently adequate public facilities for the subject property and the proposed text amendment will not alter the public facilities in any way. See also the petitioner's responses to standards for amendments.

D. The proposed amendment will not have an adverse effect on the value of properties throughout the jurisdiction:

Comment: The proposed text amendment would assist in boosting the economy in Des Plaines by filling vacant spaces in the C-4 zoning district that have been vacated by a retail use or do not fit the needs of a retail use. This request would allow for office uses of larger sizes to be located in the C-4 zoning district, which may attract larger businesses to Des Plaines. See also the petitioner's responses to standards for amendments.

E. The proposed amendment reflects responsible standards for development and growth:

Comment: The proposal strives to meet and exceed the responsible standards required for development and growth as it would allow for larger office uses to locate on site to attract new businesses and further expand the services available to Des Plaines residents. See also the petitioner's responses to standards for amendments.

Recommendations: Staff recommends approval of the proposed Text Amendment to Section 12-7-3(K) of the 1998 Des Plaines Zoning Ordinance, as amended to increase the total allowable contiguous area for Office uses in the C-4, Regional Shopping District from 2,500-square feet to 5,000-square feet and approval of any other such variations, waivers, and zoning relief as may be necessary.

Planning and Zoning Board Procedure:

The Planning and Zoning Board may vote to *recommend* approval, approval with modifications, or disapproval. The City Council has final authority over the proposed Text Amendment request.

Case 20-046-TSUB-V
Case 20-045-V
Case 20-051-TA

10 S. River Rd
1415 Redeker Rd
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A motion was made by Board Member Saletnik, seconded by Board Member Catalano to recommend approval of the text amendment as presented.

AYES: Saletnik, Catalano, Fowler, Hofherr, Veremis, Szabo

NAYES: None

*****MOTION CARRIES *****

STAFF UPDATES

Staff provided an updated on the Ellinwood Project and the Municipal Parking Deck, both projects are underway. Director McMahon provided a brief overview of the upcoming February cases.

ADJOURNMENT

The next meeting scheduled for January 26, 2021 has been cancelled. The next scheduled Planning & Zoning Board meeting is Tuesday, February 9, 2021.

Chairman Szabo adjourned the meeting by voice vote at 7:42 p.m.

Sincerely,

Wendy Bednarz, Recording Secretary

cc: City Officials, Aldermen, Zoning Board of Appeals, Petitioners

CITY OF DES PLAINES

ORDINANCE Z - 28 - 21

AN ORDINANCE AMENDING THE TEXT OF SECTION 12-7-3.K OF THE DES PLAINES ZONING ORDINANCE REGARDING MAXIMUM OFFICE USE AREA IN C-4, REGIONAL SHOPPING DISTRICT.

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

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

WHEREAS, PJR Properties, LLC ("**Petitioner**") is the owner of the property commonly known as 1153 Lee Street in the City; and

WHEREAS, Petitioner has requested an amendment to Section 12-7-3.K of the Zoning Ordinance to increase the allowable office use area in the C-4 Regional Shopping District from 2,500 square feet to 5,000 square feet ("**Text Amendment**"); and

WHEREAS, a public hearing by the Planning and Zoning Board ("**PZB**") to consider the Text Amendment was duly advertised in the *Des Plaines Journal* on December 23, 2020 and held on January 12, 2021; and

WHEREAS, on February, the PZB voted to recommend approval of the Text Amendment by a vote of 6-0, which recommendation was forwarded in writing to the City Council on January 13, 2021; 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 Text Amendment as set forth in this Ordinance;

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

SECTION 1. RECITALS. The recitals set forth above are incorporated herein by reference and made a part hereof.

SECTION 2. FINDING OF COMPLIANCE. The City Council finds that consideration of the Text Amendment complies with the provisions of Section 12-3-7 of the Zoning Ordinance.

Additions are bold and double-underlined; deletions are struck through.

SECTION 3. COMMERCIAL USE MATRIX (OFFICE USE). Section 12-7-3.K, titled “Commercial Use Matrix,” of Chapter 7, titled “Districts,” of the Zoning Ordinance is hereby amended to read as follows:

“12-7-3.K: COMMERCIAL USE MATRIX

* * *

Uses	C-1	C-2	C-3	C-4	C-5	C-6	C-7
Offices	C	P	P	P ¹⁷	P		P

Notes:

* * *

17. Each office use in the C-4 Regional Shopping District shall be limited to 2,500 5,000 square feet of area and shall not be contiguous to another office use.

* * *

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.

[SIGNATURE PAGE FOLLOWS]

Additions are bold and double-underlined; ~~deletions are struck through.~~

PASSED this _____ day of _____, 2021.

APPROVED this _____ day of _____, 2021.

VOTE: Ayes _____ Nays _____ Absent _____

MAYOR

ATTEST:

CITY CLERK

Published in pamphlet form this
_____ day of _____, 2021

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Ordinance Amending Zoning Code Text Amendment Office Use Area Requirements

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: January 13, 2021
To: Michael G. Bartholomew, MCP, LEED AP, City Manager
From: Michael McMahon, Director of Community and Economic Development mm
Jonathan Stytz, Planner JS
Subject: Consideration of Major Variations at 1415 Redeker Road, Case 20-045-V (1st Ward)

Issue: The petitioner is requesting the following: (i) a Major Variation under Section 12-7-4(H) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a front building setback of 30.18-feet in the M-1, Limited Manufacturing District where 60-feet is required; (ii) a Major Variation under Section 12-7-4(H) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a west side building setback of 2.51-feet and an east side building setback of 0-feet in the M-1, Limited Manufacturing District where 60-feet is required; (iii) a Major Variation under Section 12-7-4(H) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a rear building setback of 0-feet in the M-1, Limited Manufacturing District where 60-feet is required; (iv) a Major Variation under Section 12-9-7 of the 1998 Des Plaines Zoning Ordinance, as amended, to allow eighteen parking spaces on site where 41 parking spaces are required; (v) a Major Variation under Section 12-7-4(H) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a lot size of 0.54-acres in the M-1, Limited Manufacturing District where a minimum of 5-acres is required; and (vi) the approval of any other such variations, waivers, and zoning relief as may be necessary.

Analysis:

Address: 1415 Redeker Road
Owner: 1415 Redeker, LLC, 1415-1419 Redeker Road, Des Plaines, IL 60016
Petitioner: 1415 Redeker, LLC, 1415-1419 Redeker Road, Des Plaines, IL 60016
Case Number: 20-045-V
Real Estate Index Numbers: 09-17-200-044-0000; -045; -051; -106
Ward: #1, Alderman Mark A. Lysakowski
Existing Zoning: M-1, Limited Manufacturing District

Existing Land Use: Manufacturing (Multi-tenant industrial building)

Surrounding Zoning: North: C-2, Limited Office Commercial District / C-3, General Commercial District
 South: C-3, General Commercial District
 East: M-1, Limited Manufacturing District / C-3, General Commercial District
 West: M-1, Limited Manufacturing District

Surrounding Land Use: North: Commercial (City Electric Supply / Golf River)
 South: Utilities (ComEd)
 East: Automotive Repair Shop (Damiano Service Center)
 West: Commercial (X-pert Landscaping)

Street Classification: Redeker Road is classified as a local street.

Comprehensive Plan: The Comprehensive Plan designates the site as Commercial Industrial Urban Mix.

Project Description: The petitioner Jay Lazar, on behalf of 1415 Redeker, LLC, is requesting Major Variations for building setbacks, parking, and lot size for the property located at 1415 Redeker Road. The subject property is 52,382-square feet (1.203 acres) in size and is comprised of four lots, which are improved with a single 2-story building, surface parking areas on the north and east side of the building, and a drive aisle along the east side of the building that connects to River Road as shown in the Plat of Survey (Attachment 4). The first floor of the building on the subject property contains a 1,345-square foot office area, an 18,115-square foot east warehouse area, an 8,715-square foot west warehouse area, a 9,360-square foot central warehouse area, a 400-square foot mechanical area with restrooms, and an 2,210-square foot east annex. The partial second floor located over the east warehouse area contains an 18,200-square foot warehouse space. In total, the building contains 52,645-square feet of warehouse area.

The petitioner wishes to sell off one of the four parcels to the property owner of 10 S. River Road who is proposing to resubdivide and absorb the easternmost portion of the property (Parcel 09-17-200-044-0000) located at 1415 Redeker Road. This request is tied with a Tentative Plat of Subdivision and Major Variation request at 10 S. River Road (Case #20-046-SUB-V). The parcel in question is located behind the properties at 10 River Road, 20 River Road and 24 River Road and is shown as Lot 2 on the Proposed Site Plan (Attachment 5). Lot 2 is 12,684-square feet (0.291-acres) in size and is comprised of one lot, which is improved with a portion of the multi-tenant manufacturing building located on 1415 Redeker Road and a gravel drive aisle/parking area. A portion of the multi-tenant manufacturing building is located on Lot 2, denoted as the East Annex on the Existing Floor Plan (Attachment 6). Since the east annex structure is located entirety on Lot 2 and is attached with the rest of the multi-tenant building, the east annex structure would not meet current building and fire codes. Thus, the property owner of 10 River Road plans to demolish the east annex structure and replace it with a dust-free hard surface. Aside from the portion of 1415 Redeker Road (Lot 2) being sold to the owner

of 10 S. River Road, the proposal does not include any alterations to the existing building or site as a whole. Pursuant to Section 12-9-7 of the Des Plaines Zoning Ordinance, the following parking regulations apply to this request:

- One space for every 250-square feet of gross floor area of office areas; and
- One space for every 1,500-square feet of gross floor area for warehousing areas.

Based on the parking regulations, the total number of parking spaces required is 41 (1,345-square foot/250-square foot plus 52,645-square feet/1,500-square feet equals 41 spaces), including two handicap accessible parking spaces. Given the loss of the parking and drive aisle area on Lot 2, the petitioner proposes to designate 18 parking spaces, including two handicap accessible parking spaces, at the front of the building located along Redeker Road for use of the subject property (Lot 1) as shown on the Proposed Site Plan (Attachment 5). Since the provided parking count results in a 23 parking space deficit to the minimum parking space requirements pursuant to Section 12-9-7, the petitioner is requesting a parking variation.

There are several variations included with this request given that the subject property does not conform to building setback, parking, and minimum lot size requirements for the M-1, Limited Manufacturing District and the proposed resubdivision would increase the existing non-conforming building setbacks and parking availability for the building on 1415 Redeker Road, even with the removal of the east annex structure. Thus, the petitioner is also requesting five Major Variations as summarized in the table below:

Bulk Regulations	M-1	Existing	Proposed
Maximum height	50-feet	33-feet	33-feet
Minimum front yard setback	60-feet	30.18-feet	<i>30.18-feet*</i>
Minimum side yard setback	60-feet	2.51-feet (west); 21.75-feet (east)	<i>2.51-feet (west); 0-feet (east)*</i>
Minimum rear yard setback	60-feet	0-feet	<i>0-feet*</i>
Minimum lot size	5-acres	<i>1.20-acres</i>	<i>1.20-acres*</i>
Maximum building coverage	75%	69%	69%
Parking (Office & Warehouse)	41 spaces	18 spaces	<i>18 spaces*</i>

****Requested Variations***

Variation Findings: Variation requests are subject to the standards set forth in Section 12-3-6(H) of the 1998 City of Des Plaines Zoning Ordinance, as amended.

- 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: Please see the Petitioner’s responses to Standards for Variations.

- 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: Please see the Petitioner's responses to Standards for Variations.

- 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: Please see the Petitioner's responses to Standards for Variations.

- 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: Please see the Petitioner's responses to Standards for Variations.

- 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: Please see the Petitioner's responses to Standards for Variations.

- 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: Please see the Petitioner's responses to Standards for Variations.

- 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: Please see the Petitioner's responses to Standards for Variations.

- 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: Please see the Petitioner's responses to Standards for Variations.

Planning and Zoning Board Review: The Planning and Zoning Board met on January 12, 2021 to consider the following requests: (i) a Major Variation under Section 12-7-4(H) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a front building setback of 30.18-feet in the M-1, Limited Manufacturing District where 60-feet is required; (ii) a Major Variation under Section 12-7-4(H) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a west side building setback of 2.51-feet and an east side building setback of 0-feet in the M-1, Limited Manufacturing District where 60-feet is required; (iii) a Major Variation under Section 12-7-4(H) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a rear building

setback of 0-feet in the M-1, Limited Manufacturing District where 60-feet is required; (iv) a Major Variation under Section 12-7-4(H) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a lot size of 0.54-acres in the M-1, Limited Manufacturing District where a minimum of 5-acres is required; and (v) a Major Variation under Section 12-9-7 of the 1998 Des Plaines Zoning Ordinance, as amended, to allow eighteen parking spaces on site where 41 parking spaces are required.

The petitioner's engineer, Jason Doland, presented an overview of the request for the Major Variations, which are related to the Tentative Plat of Subdivision and Major Variation request for 10 S. River Road. He described that the intent of the request is to sell a portion of the property located at 1415 Redeker Road, identified as Lot 2 on the Tentative Plat of Subdivision, to the owner and petitioner of the related Tentative Plat of Subdivision and Major Variation request at 10 S. River Road for use of his business. He mentioned that Lot 2 is located in between the property at 10 S. River Road and the multi-tenant industrial building at 1415 Redeker Road and is improved with an existing asphalt/gravel area and one-story annex building connected to the multi-tenant industrial building. Mr. Doland explained that Lot 2 will be utilized as a driveway and parking area for the property owner at 10 S. River Road to help increase his business and more efficiently service vehicles on his property, identified as Lot 3 on the Tentative Plat of Subdivision. He pointed out the new 24-foot easement for Lot 2 on the Tentative Plat of Subdivision for easy access between 10 S. River Road (Lot 3) and the leased parking area within the ComEd right-of-way, which the owner of 10 S. River Road has permission to utilize for parking as well as for fire truck access as necessary. The petitioner's attorney added that the existing one-story annex building, identified as the east annex on the floor plan for 1415 Redeker Road, will be demolished as part of this request followed by the complete resurfacing of the Lot 2 property.

The Planning and Zoning Board (PZB) Members asked what was the purpose of the request; what the operation plan was for Lot 2 and how it would affect the operations on Lot 3; if there were any proposed surface improvements for Lot 2; if there were any proposed roadway improvements for Redeker Road; and why there was no staff recommendation.

Community and Economic Development staff provided an overview of the request identifying the increased non-conformities for the east building setback, available parking spaces on 1415 Redeker Road, and lot size. Staff did not recommend approval or disapproval of the request.

No one from the public spoke on this request. The Planning and Zoning Board recommended (4-1) that the City Council approve the request without any conditions. One board member abstained from voting.

Recommendations: Staff does not recommend approval or disapproval of Ordinance Z-29-21 for the requested building setback, lot size, and parking variations for 1415 Redeker Road 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 within the City of Des Plaines Zoning Ordinance, as amended.

Attachments:

- Attachment 1: Project Narrative
- Attachment 2: Responses to Standards
- Attachment 3: Location Map
- Attachment 4: Plat of Survey
- Attachment 5: Existing Floor Plan
- Attachment 6: Site and Context Photos
- Attachment 7: Chairman Szabo Memo
- Attachment 8: Draft Excerpt of Minutes from the January 12, 2021 Planning and Zoning Board Meeting

Ordinance Z-29-21
Exhibit A: Site Plan

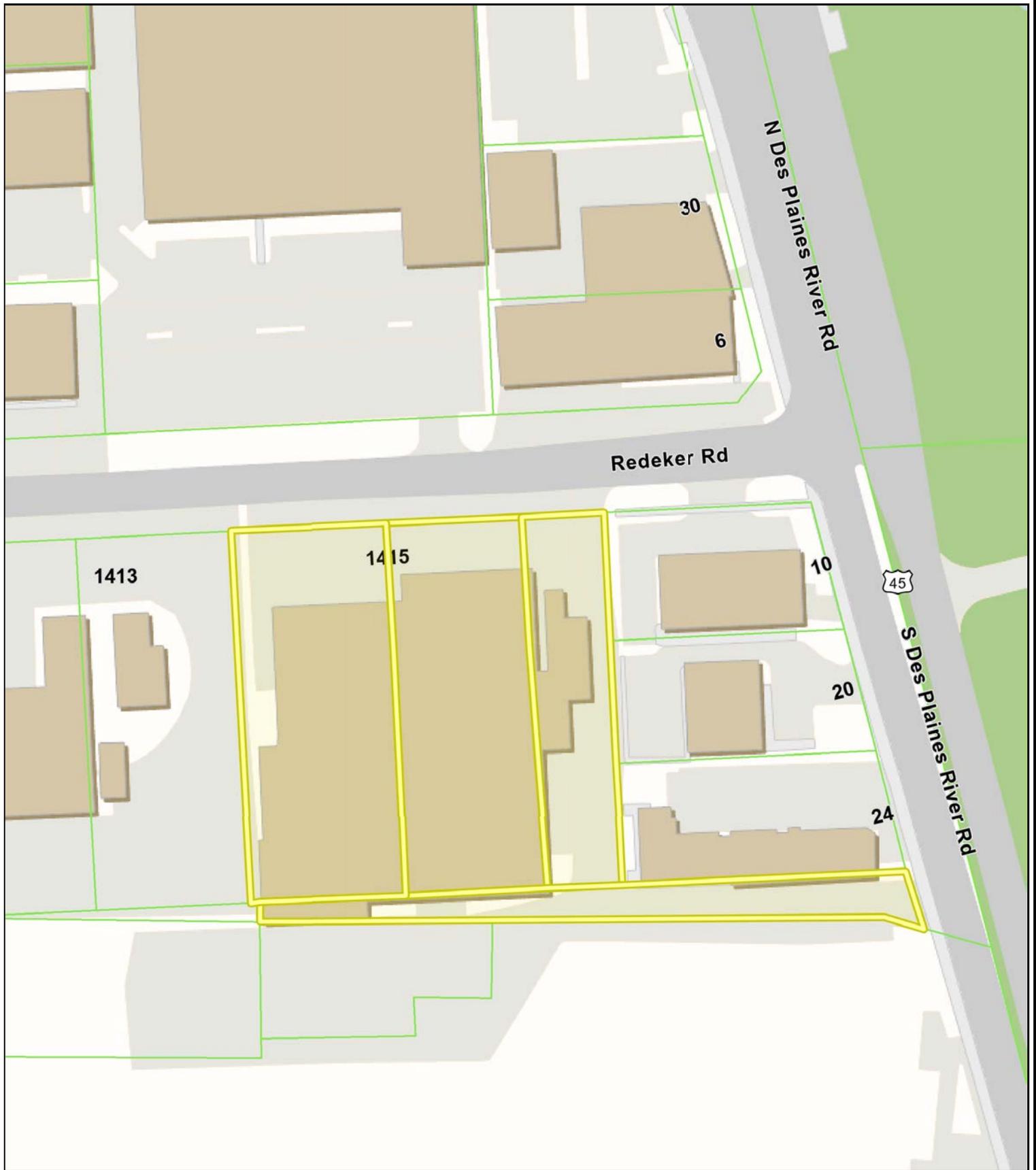
III. PROJECT NARRATIVE

1415 Redeker LLC leases the buildings to Merchandise USA and Jonas Sales who each utilize the property and buildings as warehouse storage and office space with business operating hours of 8:00 – 4:00 p.m.

At any given time 6 employees are on the premises; Only 2 times a month do customers visit the property.

II. STANDARDS OF VARIATION

1. For 1415 Redeker LLC to adhere to the strict letter of the City of Des Plaines' Code after selling the East Annex property by bringing the 1415 buildings into compliance with the regulations for setbacks and parking spaces would be **physically impossible as a practical difficulty** due to the footprint of the buildings in relation to all surrounding buildings, properties and the streets and easements, as they all currently exist.
2. The **unique physical conditions** at 1415 Redeker are so due to its proximity to River Road and surrounding structures owned by third parties and the inability to expand the footprint of 1415; the proposed use with variances requested is non-confirming, yet the business within 1415 Redeker is not changing so there should be no impact on all surrounding properties, owners and the streets and easements.
3. 1415 Redeker LLC has **not self-created** the unique physical condition at the property by action or inaction; the structures and current layout have been in existence for a significant amount of time prior to the current ownership rights and the surrounding ownership rights.
4. Without the requested variance 1415 Redeker LLC will be unable to continue business operations – thus a **deprivation of a substantial right** currently held -- at the property because it would be forced to demolish portions of the buildings and property to come into compliance with the setback and parking space requirements.
5. 1415 Redeker LLC's hardship will be **more than a monetary hardship or loss of an additional right**; It will be deprived of continuing its business operations in the property as it would have to shut down to demolish portions of the warehouse to provide land for the setbacks and parking spaces required.
6. 1415 Redeker LLC's **plan purposes and title** with the variations requested for the use of 1415 Redeker will be in harmony with the current use and purpose as a warehouse and office space.
7. There is **no other means available** to 1415 Redeker LLC other than the requested variation, so it can sell the East Annex to Damiano Properties LLC for use in the Damiano Service Center without giving up currently utilized warehouse space for setback and parking space requirements.
8. 1415 Redeker LLC's variation requests constitute the bare **minimum relief** needed to sell the East Annex to Damiano Properties LLC for use in the Damiano Service Center's business operations.



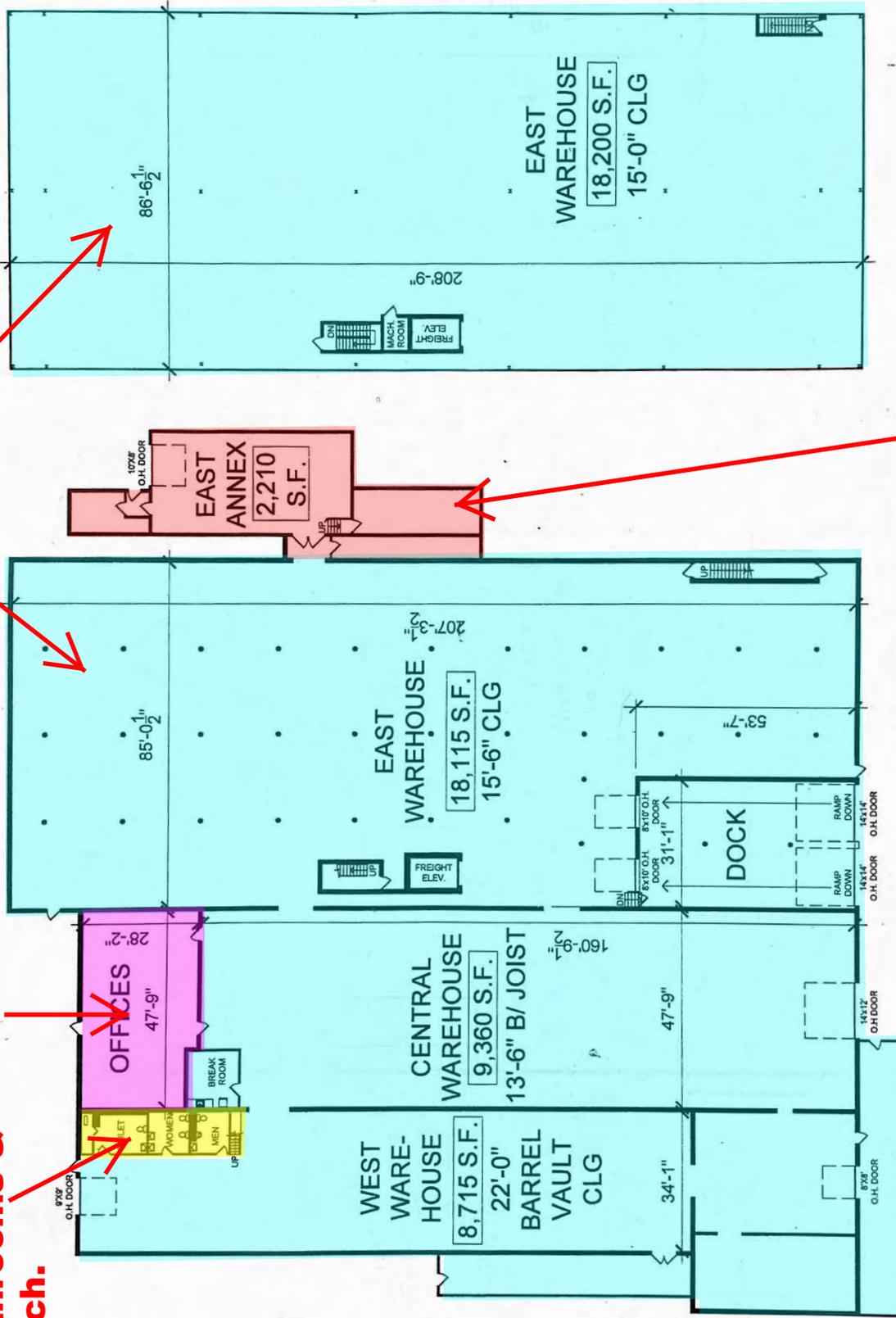
Disclaimer: The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law. This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently 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.

Notes

52,645 sq.ft. Warehouse

1,345 sq.ft. Offices

400 sq.ft. Bathrooms & Mech.



FIRST FLOOR
TOTAL AREA: +/-38,400 S.F.

1415 REDEKER RD,
DES PLAINES, IL
TOTAL AREA: 56,600 S.F.

SECOND FLOOR
TOTAL AREA: +/-18,200 S.F.

**2,210 sq.ft. Annex Warehouse
(counted with 10 S. River Bldg.)**



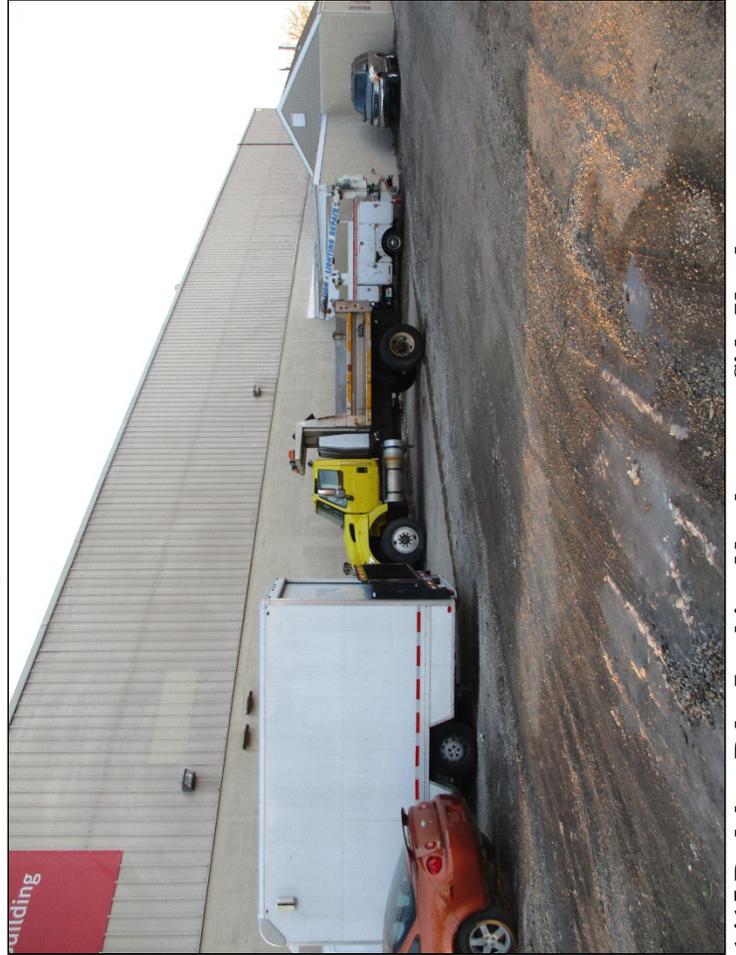
1415 Redeker Rd – Public Notice



1415 Redeker Rd – Looking Southeast at Front of Site



1415 Redeker Rd – Looking South at Property



1415 Redeker Rd – Looking Northwest at Side Yard



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

January 13, 2021

Mayor Bogusz and Des Plaines City Council
CITY OF DES PLAINES

Subject: Planning and Zoning Board, 1415 Redeker Road, 20-045-V, 1st Ward

RE: Consideration of Major Variations at 1415 Redeker Road, Case #20-045-V (1st Ward)

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board met on January 12, 2021 to consider the following requests: (i) a Major Variation under Section 12-7-4(H) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a front building setback of 30.18-feet in the M-1, Limited Manufacturing District where 60-feet is required; (ii) a Major Variation under Section 12-7-4(H) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a west side building setback of 2.51-feet and an east side building setback of 0-feet in the M-1, Limited Manufacturing District where 60-feet is required; (iii) a Major Variation under Section 12-7-4(H) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a rear building setback of 0-feet in the M-1, Limited Manufacturing District where 60-feet is required; (iv) a Major Variation under Section 12-7-4(H) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a lot size of 0.54-acres in the M-1, Limited Manufacturing District where a minimum of 5-acres is required; and (v) a Major Variation under Section 12-9-7 of the 1998 Des Plaines Zoning Ordinance, as amended, to allow eighteen parking spaces on site where 41 parking spaces are required.

1. The petitioner's engineer, Jason Doland, presented an overview of the request for the Major Variations, which are related to the Tentative Plat of Subdivision and Major Variation request for 10 S. River Road. He described that the intent of the request is to sell a portion of the property located at 1415 Redeker Road, identified as Lot 2 on the Tentative Plat of Subdivision, to the owner and petitioner of the related Tentative Plat of Subdivision and Major Variation request at 10 S. River Road for use of his business. He mentioned that Lot 2 is located in between the property at 10 S. River Road and the multi-tenant industrial building at 1415 Redeker Road and is improved with an existing asphalt/gravel area and one-story annex building connected to the multi-tenant industrial building. Mr. Doland explained that Lot 2 will be utilized as a driveway and parking area for the property owner at 10 S. River Road to help increase his business and more efficiently service vehicles on his property, identified as Lot 3 on the Tentative Plat of Subdivision. He pointed out the new 24-foot easement for Lot 2 on the Tentative Plat of Subdivision for easy access between 10 S. River Road (Lot 3) and the leased parking area within the ComEd right-of-way, which the owner of 10 S. River Road has permission to utilize for parking as well as for fire truck access as necessary. The petitioner's attorney added that the existing one-story annex building, identified as the east annex on the floor plan for 1415 Redeker Road, will be demolished as part of this request followed by the complete resurfacing of the Lot 2 property with a dust-free hard surface.
2. The Planning and Zoning Board (PZB) Members asked what was the purpose of the request; what was the operation plan for Lot 2 and how it would affect the operations on Lot 3; if there were any proposed surface improvements for Lot 2; if there were any proposed roadway improvements for Redeker Road; and why there was no staff recommendation. The petitioner's attorney responded that the purpose of the request was to expand Damiano Service and Repair business located at 10 S. River Road (Lot 3) and utilize Lot 2 as a staging, pass-through, and turn-around area for work done on Lot 3, but not to change

the use of either property; that the operation plan for Lot 2 would be mostly for staging and shuffling of vehicles current being serviced on Lot 3 whereas Lot 3 would primarily be for service of vehicles and storage; and that Lot 2 will be resurfaced with a dust-free hard surface after the east annex building is demolished. Director McMahon noted that the City does not have plans to redo Redeker Road at this time and that staff did not make a recommendation because this is a usual request in a sub-par area and the multi-tenant industrial building at 1415 Redeker Road does not need much parking for their uses. He added that while staff can see both sides of the proposal, it is not a request that staff would encourage.

3. Community and Economic Development staff provided an overview of the identifying the increased non-conformities for the east building setback, available parking spaces on 1415 Redeker Road, and lot size. Staff did not recommend approval or disapproval of the request.
4. No one from the public spoke on this request.
5. The Planning and Zoning Board *recommended* (4-1) that the City Council *approve* the request without any conditions. One board member abstained from voting on this request.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "James S. Szabo".

James Szabo,
Des Plaines Planning and Zoning Board, Chairman

Cc: City Officials/Aldermen

Case 20-046-TSUB-V	10 S. River Rd	Tentative Plat of Subdivision/Variations
Case 20-045-V	1415 Redeker Rd	Major Variations
Case 20-051-TA	City-wide	Text Amendment

January 12, 2021
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2. Address: 1415 Redeker Road **Case Number:** 20-045-V

The petitioner is requesting the following: (i) a Major Variation under Section 12-7-4(H) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a front building setback of 30.18-feet in the M-1, Limited Manufacturing District where 60-feet is required; (ii) a Major Variation under Section 12-7-4(H) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a west side building setback of 2.51-feet and an east side building setback of 0-feet in the M-1, Limited Manufacturing District where 60-feet is required; (iii) a Major Variation under Section 12-7-4(H) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a rear building setback of 0-feet in the M-1, Limited Manufacturing District where 60-feet is required; (iv) a Major Variation under Section 12-9-7 of the 1998 Des Plaines Zoning Ordinance, as amended, to allow eighteen parking spaces on site where 41 parking spaces are required; (v) a Major Variation under Section 12-7-4(H) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a lot size of 0.54-acres in the M-1, Limited Manufacturing District where a minimum of 5-acres is required; and (vi) the approval of any other such variations, waivers, and zoning relief as may be necessary.

PINs: 09-17-200-044-0000; -045; -051; -106
Petitioner: 1415 Redeker, LLC, 1415-1419 Redeker Road, Des Plaines, IL 60016
Owner: 1415 Redeker, LLC, 1415-1419 Redeker Road, Des Plaines, IL 60016

Chairman Szabo swore in Zoe Biel (attorney) and Jason Doland (engineer), representing the Petitioner, via Zoom. Chairman Szabo also swore in Peter Damiano, owner of the subject property.

Mr. Doland provided an overview of the requested variations, which include front, side, and rear yard setbacks as well as a reduction in lot size and parking reductions. Mr. Doland went over the current site plan and tentative plat of survey, including what structures would be removed, egress access and parking. The requested variations are for pre-existing conditions to comply with current zoning regulations and not for new construction.

Chairman Szabo asked if the Board had any questions.

Member Catalano asked what the ultimate purpose of the variations/tentative plat of subdivision. Ms. Biel stated that the property at 1415 Redeker would not change at all, would stay a warehouse, the current owners of 1415 Redeker are selling Lot 2 to Mr. Damiano so he may expand his business.

Ms. Biel clarified that the business located at 10 S River Rd, by purchasing the property, Mr. Damiano is able to expand his business by being able to service additional vehicles and storage. There will be no new construction of buildings; the annex building on Lot 2 will be demolished.

Member Saletnik asked to explain operationally what will happen vehicle-wise in the new lot. Ms. Biel stated that there is a limited amount of space on Lot 3, acquiring Lot 2 will be able to store vehicles and provide more time to each vehicle. Member Saletnik reiterated that the number of bays would not be increasing, but the space for jockeying vehicles will increase which will allow the work to be more efficient.

Member Fowler asked if there was a plan for improving streets. Ms. Biel stated some of Lot 2 will be improved (paved) once the annex building is demolished.

Case 20-046-TSUB-V	10 S. River Rd	Tentative Plat of Subdivision/Variations
Case 20-045-V	1415 Redeker Rd	Major Variations
Case 20-051-TA	City-wide	Text Amendment

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Member Hofherr asked Director McMahon if there was plans for the City to redo the street, and commented that the street is in need of some attention. Director McMahon stated that the location was originally part of a TIF District designed for major redevelopment. Mr. McMahon stated that the area was originally constructed by Cook County and then annexed within the City of Des Plaines in the 1950's/1960's. The City does not have any plans to improve Redeker, the street is functioning, but in bad shape. It would be unfair of the City to ask the Petitioner to make major improvements.

Member Catalano asked Staff about the "No Recommendation" stance of Staff. Director McMahon stated that this is an unusual request, taking a parcel that is part of Lot 1 and selling to another landowner for private use. From a Staff level, a neutral stance is necessary due to the number of variations requested and current use of the property. Staff does not feel that the changes would negatively affect how Redeker Rd is used by the owners and residents of the area; however, the owner feels that this change will benefit the owner functionally and economically.

Chairman Szabo asked as far as the Building goes with its history with Cook County, with zero lot lines, were the norm. Director McMahon stated that the warehouse building has adequate parking and does not need to utilize all the parking on the property.

Member Saletnik commented that all of this is fine as long as the use remains the same, as intended, and will improve the operations of the corner lot. If the use changes, then the case will have to come before the Planning & Zoning Board.

Chairman Szabo asked that the Staff Report be entered into record. Planner Stytz provided a summary of the following report:

Issue: The petitioner is requesting the following: (i) a Major Variation under Section 12-7-4(H) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a front building setback of 30.18-feet in the M-1, Limited Manufacturing District where 60-feet is required; (ii) a Major Variation under Section 12-7-4(H) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a west side building setback of 2.51-feet and an east side building setback of 0-feet in the M-1, Limited Manufacturing District where 60-feet is required; (iii) a Major Variation under Section 12-7-4(H) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a rear building setback of 0-feet in the M-1, Limited Manufacturing District where 60-feet is required; (iv) a Major Variation under Section 12-9-7 of the 1998 Des Plaines Zoning Ordinance, as amended, to allow eighteen parking spaces on site where 41 parking spaces are required; (v) a Major Variation under Section 12-7-4(H) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a lot size of 0.54-acres in the M-1, Limited Manufacturing District where a minimum of 5-acres is required; and (vi) the approval of any other such variations, waivers, and zoning relief as may be necessary.

Analysis:

Address: 1415 Redeker Road
Owner: 1415 Redeker, LLC, 1415-1419 Redeker Road, Des Plaines, IL 60016
Petitioner: 1415 Redeker, LLC, 1415-1419 Redeker Road, Des Plaines, IL 60016
Case Number: 20-045-V

Case 20-046-TSUB-V	10 S. River Rd	Tentative Plat of Subdivision/Variations
Case 20-045-V	1415 Redeker Rd	Major Variations
Case 20-051-TA	City-wide	Text Amendment

January 12, 2021
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Real Estate Index Numbers: 09-17-200-044-0000; -045; -051; -106
Ward: #1, Alderman Mark A. Lysakowski
Existing Zoning: M-1, Limited Manufacturing District
Existing Land Use: Manufacturing (Multi-tenant industrial building)

Surrounding Zoning: North: C-2, Limited Office Commercial District / C-3, General Commercial District
 South: C-3, General Commercial District
 East: M-1, Limited Manufacturing District / C-3, General Commercial District
 West: M-1, Limited Manufacturing District

Surrounding Land Use: North: Commercial (City Electric Supply / Golf River)
 South: Utilities (ComEd)
 East: Automotive Repair Shop (Damiano Service Center)
 West: Commercial (X-pert Landscaping)

Street Classification: Redeker Road is classified as a local street.

Comprehensive Plan: The Comprehensive Plan designates the site as Commercial Industrial Urban Mix.

Project Description: The petitioner Jay Lazar, on behalf of 1415 Redeker, LLC, is requesting Major Variations for building setbacks, parking, and lot size for the property located at 1415 Redeker Road. The subject property is 52,382-square feet (1.203 acres) in size and is comprised of four lots, which are improved with a single 2-story building, surface parking areas on the north and east side of the building, and a drive aisle along the east side of the building that connects to River Road as shown in the Plat of Survey. The first floor of the building on the subject property contains a 1,345-square foot office area, an 18,115-square foot east warehouse area, an 8,715-square foot west warehouse area, and 9,360-square foot central warehouse area, a 400-square foot mechanical area with restrooms, and an 2,210-square foot east annex. The partial second floor located over the east warehouse area contains an 18,200-square foot warehouse space. In total, the building contains 52,645-square feet of warehouse area.

The petitioner wishes to sell off one of the four parcels to the property owner of 10 S. River Road who is proposing to resubdivide and absorb the easternmost portion of the property (Parcel 09-17-200-044-0000) located at 1415 Redeker Road. This request is tied with a Tentative Plat of Subdivision and Major Variation request at 10 S. River Road (Case #20-046-SUB-V). The parcel in question is located behind the properties at 10 River Road, 20 River Road and 24 River Road and is shown as Lot 2 on the Proposed Site Plan. Lot 2 is 12,684-square feet (0.291-acres) in size and is comprised of one lot, which is improved with a portion of the multi-tenant manufacturing building located on 1415 Redeker Road and a gravel drive aisle/parking area. A portion of the multi-tenant manufacturing building is located on Lot 2, denoted as the East Annex on the Existing Floor Plan. Since the east annex structure is located entirely on Lot 2 and is attached with the rest of the multi-tenant building, the east annex structure would not meet current building and fire codes. Thus, the property owner of 10 River Road plans to demolish the east annex structure and replace it with a dust-free hard surface.

January 12, 2021
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Aside from the portion of 1415 Redeker Road (Lot 2) being sold to the owner of 10 River Road, the proposal does not include any alterations to the existing building or site as a whole. Pursuant to Section 12-9-7 of the Des Plaines Zoning Ordinance, the following parking regulations apply to this request:

- One space for every 250-square feet of gross floor area of office areas; and
- One space for every 1,500-square feet of gross floor area for warehousing areas.

Based on the parking regulations, the total number of parking spaces required is 41 (1,345-square foot/250-square foot plus 52,645-square feet/1,500-square feet equals 41 spaces), including two handicap accessible parking spaces. Given the loss of the parking and drive aisle area on Lot 2, the petitioner proposes to designate 18 parking spaces, including two handicap accessible parking spaces, at the front of the building located along Redeker Road for use of the subject property (Lot 1) as shown on the Proposed Site Plan. Since the provided parking count results in a 23 parking space deficit to the minimum parking space requirements pursuant to Section 12-9-7, the petitioner is requesting a parking variation.

There are several variations included with this request given that the subject property does not conform to building setback, parking, and minimum lot size requirements for the M-1, Limited Manufacturing District and the proposed resubdivision would increase the existing non-conforming building setbacks and parking availability for the building on 1415 Redeker Road, even with the removal of the east annex structure. Thus, the petitioner is also requesting five Major Variations as summarized in the table below:

Bulk Regulations	M-1	Existing	Proposed
Maximum height	50-feet	33-feet	33-feet
Minimum front yard setback	60-feet	30.18-feet	30.18-feet*
Minimum side yard setback	60-feet	2.51-feet (west); 21.75-feet (east)	2.51-feet (west); 0-feet (east)*
Minimum rear yard setback	60-feet	0-feet	0-feet*
Minimum lot size	5-acres	1.20-acres	1.20-acres*
Maximum building coverage	75%	69%	69%
Parking (Office & Warehouse)	41 spaces	18 spaces	18 spaces*

***Requested Variations**

Variation Findings: Variation requests are subject to the standards set forth in Section 12-3-6(H) of the 1998 City of Des Plaines Zoning Ordinance, as amended.

- 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: Please see the Petitioner's responses to Standards for Variations.

- 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: Please see the Petitioner's responses to Standards for Variations.

- 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: Please see the Petitioner's responses to Standards for Variations.

- 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: Please see the Petitioner's responses to Standards for Variations.

- 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: Please see the Petitioner's responses to Standards for Variations.

- 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: Please see the Petitioner's responses to Standards for Variations.

- 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: Please see the Petitioner's responses to Standards for Variations.

- 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: Please see the Petitioner's responses to Standards for Variations.

Case 20-046-TSUB-V	10 S. River Rd	Tentative Plat of Subdivision/Variations
Case 20-045-V	1415 Redeker Rd	Major Variations
Case 20-051-TA	City-wide	Text Amendment

January 12, 2021
Page 12

Recommendation: Staff is not making a recommendation of the Major Variation requests for building setbacks, parking, and minimum lot size pursuant to Section 12-3-6 of the Des Plaines Zoning Ordinance.

Planning and Zoning Board Procedure: Under Section 12-3-6 (Approval of Variations), the Planning and Zoning Board has the authority to recommend approval, approval subject to conditions, or denial of the above-mentioned Major Variation requests for the property at 1415 Redeker Road.

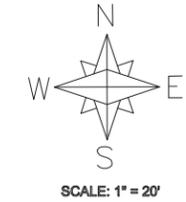
A motion was made by Board Member Saletnik, seconded by Board Member Hofherr to approve the Major Variation requests for building setbacks, parking, and minimum lot size pursuant to Section 12-3-6 of the Des Plaines Zoning Ordinance with the condition that the use of the property does not change.

AYES: Saletnik, Hofherr, Veremis, Szabo
NAYES: Catalano
ABSTAIN: Fowler

*****MOTION CARRIES *****

SITE PLAN WITH PARKING & LANDSCAPING

PROPOSED LOT 1 IN DAMIANO-MERCHANDISE RESUBDIVISION



PROPOSED LOT 1 BULK REGULATION TABLE				
Bulk Controls	M-1	Existing	Variation Needed	
			Yes	No
Maximum Height	50 ft	33 ft		X
Minimum Front Yard				
Adjacent manufacturing, not on major thoroughfare	60 ft			
Adjacent other, or on major thoroughfare	60 ft	30.18	X	
Minimum Side Yard				
Adjacent manufacturing	60 ft			
Adjacent other	60 ft	0.00' (crosses line)	X	
Minimum Rear Yard				
Adjacent manufacturing	60 ft			
Adjacent other	60 ft	0.00' (crosses line)	X	
Minimum Lot Size	5 acres	1.20 acres	X	
Maximum Building Coverage	75%	69%		X

Proposed Lot 1 - Site Data

Total Site Area = 1.20 ac.

Building & Parking Data

Office

1,345 sq.ft.

Parking Req'd = 1,345 sq.ft. / 1 space/250 sq.ft. = 5.4 parking spaces req'd

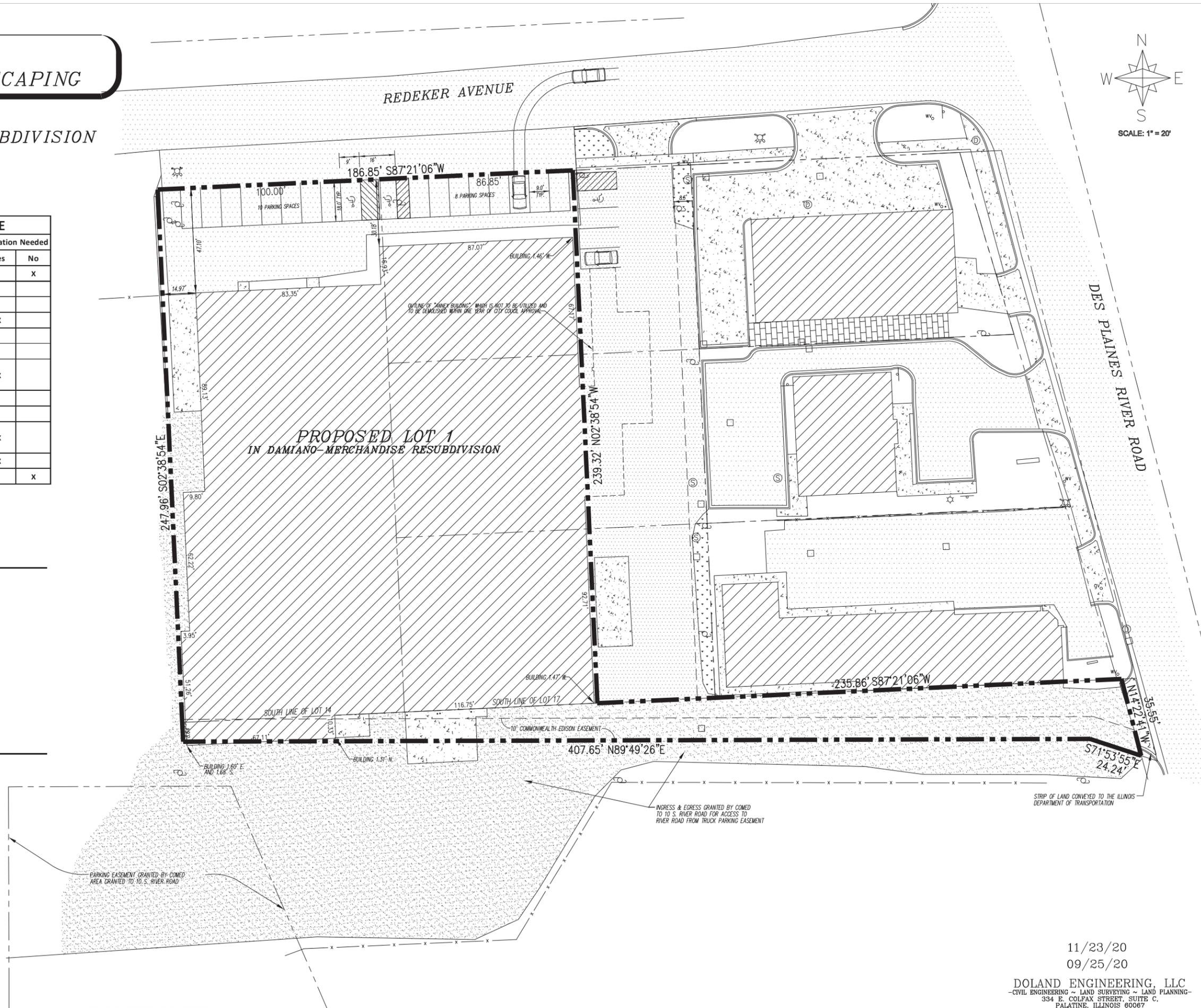
Warehouse / (excluding 400 sq.ft. bathrooms and excluding "East Annex" Bldg.)

52,645 sq.ft.

Parking req'd = 52,645 sq.ft. x 1 space/1,500 sq.ft. = 35.1 parking spaces req'd

Total parking Req'd = 5.4 + 35.1 = 40.5; Therefore, there are 41 parking spaces req'd

Total Parking Provided = 18 parking spaces (including 2 hndc. space)



11/23/20
09/25/20

DOLAND ENGINEERING, LLC
- CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING -
334 E. COLFAX STREET, SUITE C,
PALATINE, ILLINOIS 60067
(847) 991-5088 (847) 934-3427-FAX



COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

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

MEMORANDUM

Date: January 13, 2021
To: Michael G. Bartholomew, MCP, LEED AP, City Manager
From: Michael McMahon, Director of Community and Economic Development mm
Jonathan Stytz, Planner JS
Subject: Consideration of Tentative Plat of Subdivision and Major Variations at 10 S. River Road, Case 20-046-SUB-V (1st Ward)

Issue: The petitioner is requesting: (i) Tentative Plat of Subdivision under Section 13-2 of the Subdivision Regulations to resubdivide and absorb a portion of 1415 Redeker Road located at 09-17-200-044-0000; (ii) a Major Variation under Section 12-7-4(H) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a front building setback of 10.28-feet in the M-1, Limited Manufacturing District where 60-feet is required; (iii) a Major Variation under Section 12-7-4(H) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a north side building setback of 22.75-feet and south side building setback of 10.53-feet in the M-1, Limited Manufacturing District where 60-feet is required; (iv) a Major Variation under Section 12-7-4(H) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a rear building setback of 25.99-feet in the M-1, Limited Manufacturing District where 60-feet is required; (v) a Major Variation under Section 12-7-4(H) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a lot size of 0.54-acres in the M-1, Limited Manufacturing District where a minimum of 5-acres is required; and (vi) the approval of any other such variations, waivers, and zoning relief as may be necessary.

Analysis:

Address: 10 S. River Road
Owner: Carol A. Damiano Trust & Peter Damiano Trust, 10 S. River Road, Des Plaines, IL 60016
Petitioner: Peter Damiano, Damiano Service Center & Damiano Properties, LLC, 10 S. River Road, Des Plaines, IL 60016
Case Number: 20-046-SUB-V
Real Estate Index Number: 09-17-200-022-0000
Ward: #1, Alderman Mark A. Lysakowski

Existing Zoning: M-1, Limited Manufacturing District

Existing Land Use: Automotive Repair Shop (Damiano Service Center)

Surrounding Zoning: North: C-3, General Commercial District
 South: C-3, General Commercial District
 East: R-1, Single Family Residential District
 West: M-1, Limited Manufacturing District

Surrounding Land Use: North: Commercial (City Electric Supply)
 South: Commercial (Peter Troost Monument Company)
 East: Cook County Forest Preserve
 West: Manufacturing (Multi-tenant industrial building)

Street Classification: River Road is classified as an arterial road and Redeker Road is classified as a local street.

Comprehensive Plan: The Comprehensive Plan designates the site as Commercial Industrial Urban Mix.

Project Description: The petitioner, Peter Damiano, is requesting a Tentative Plat of Subdivision and Major Variations for building setbacks and lot size for the property located at 10 S. River Road. The subject property is 10,862-square feet (0.249 acres) in size and is comprised of one lot, which is improved with a single building and parking area as shown in the Plat of Survey (Attachment 4). The building on the subject property contains a 100-square foot office area, 3,906-square foot shop/storage area, and a separate 280-square foot mechanical area with restrooms. The petitioner also currently holds a Land Lease with ComEd to park within the ComEd right-of-way located south of the properties at 24 River Road and 1415 Redeker Road.

The petitioner is proposing to resubdivide and absorb a portion of 1415 Redeker Road (Parcel 09-17-200-044-0000) located west of the subject property and behind the properties located at 20 River Road and 24 River Road shown as Lot 2 on the Proposed Site Plan (Attachment 5). Lot 2 is 12,684-square feet (0.291-acres) in size and is comprised of one lot, which is improved with a portion of the multi-tenant manufacturing building located on 1415 Redeker Road and a gravel drive aisle/parking area. The petitioner proposes to improve Lot 2 with a paved, dust-free hard surface and utilize it to access the leased parking area within the ComEd right-of-way. Given the proposed acquisition of Lot 2 by the petitioner, this portion of the building, denoted as the East Annex on the Existing Floor Plan (Attachment 6), will be demolished as part of this request within a year of City Council approval.

The proposal does not include any alterations to the existing building on the subject property. Pursuant to Section 12-9-7 of the Des Plaines Zoning Ordinance, the following parking regulations apply to this request:

- One space for every 250-square feet of gross floor area of office areas; and

- One space for every 1,500-square feet of gross floor area for warehousing areas.

Based on the parking regulations, the total number of parking spaces required is four (100-square foot/250-square foot plus 3,906-square feet/1,500-square feet), including one handicap accessible parking space. The petitioner proposes to add four required parking spaces, including the handicap accessible space, on the proposed Lot 2 as shown on the Proposed Site Plan (Attachment 5).

There are several variations included with this request given that the subject property does not conform to building setback and minimum lot size requirements for the M-1, Limited Manufacturing District and the proposed resubdivision would increase the existing non-conforming building setbacks for the building on 1415 Redeker Road even with the removal of the East Annex building. Thus, the petitioner is also requesting four Major Variations as summarized in the table below:

Bulk Regulations	M-1	Existing	Proposed
Maximum height	50-feet	33-feet	39-feet
Minimum front yard setback	60-feet	30.18-feet	10.28-feet*
Minimum side yard setback	60-feet	2.51-feet (west); 21.75-feet (east)	10.53-feet (south); 20.50-feet (north)*
Minimum rear yard setback	60-feet	0-feet	25.99-feet*
Minimum lot size	5-acres	1.20-acres	0.54-acres*
Maximum building coverage	75%	69%	<75%
Parking (Office & Warehouse)	4 spaces	0 spaces	4 spaces

***Requested Variations**

Tentative Plat of Subdivision Report

Name of Subdivision: Damiano-Merchandise Resubdivision

Address: 10 S. River Road

Requests: Approval of Tentative Plat of Subdivision & Variations

Total Acreage of Subdivision: 0.541 acres

Lot Descriptions and Construction Plans: The petitioner’s Tentative Plat of Subdivision shows the resubdivision and transfer of ownership of the Lot 2 parcel to the subject property. Lot 2 will have an area of 10,807-square feet and Lot 3 (subject property) will have an area of 8,520-square feet. The Plat shows the existing 8-foot non-exclusive easement on Lot 2, a new 24-foot ingress and egress easement on Lot 2 for use of Lots 1 and 3, and a new parking easement on Lot 2 for use of Lot 3.

Variation Findings: Variation requests are subject to the standards set forth in Section 12-3-6(H) of the 1998 City of Des Plaines Zoning Ordinance, as amended.

- 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: Please see the Petitioner's responses to Standards for Variations.

- 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: Please see the Petitioner's responses to Standards for Variations.

- 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: Please see the Petitioner's responses to Standards for Variations.

- 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: Please see the Petitioner's responses to Standards for Variations.

- 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: Please see the Petitioner's responses to Standards for Variations.

- 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: Please see the Petitioner's responses to Standards for Variations.

- 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: Please see the Petitioner's responses to Standards for Variations.

- 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: Please see the Petitioner's responses to Standards for Variations.

Planning and Zoning Board Review: The Planning and Zoning Board met on January 12, 2021 to consider the following requests: (i) Tentative Plat of Subdivision under Section 13-2 of the Subdivision Regulations to resubdivide and absorb a portion of 1415 Redeker Road located at 09-17-200-044-0000; (ii) a Major Variation under Section 12-7-4(H) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a front building setback of 10.28-feet in the M-1, Limited Manufacturing District where 60-feet is required; (iii) a Major Variation under Section 12-7-4(H) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a north side building setback of 22.75-feet and south side building setback of 10.53-feet in the M-1, Limited Manufacturing District where 60-feet is required; (iv) a Major Variation under Section 12-7-4(H) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a rear building setback of 25.99-feet in the M-1, Limited Manufacturing District where 60-feet is required; (v) a Major Variation under Section 12-7-4(H) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a lot size of 0.54-acres in the M-1, Limited Manufacturing District where a minimum of 5-acres is required.

The petitioner's engineer, Jason Doland, presented an overview of the requests for the Tentative Plat of Subdivision and Major Variations, which are related to the Major Variation requests for 1415 Redeker Road. He described that the intent of the request is to sell a portion of the property located at 1415 Redeker Road, identified as Lot 2 on the Tentative Plat of Subdivision, to the owner and petitioner of the related Tentative Plat of Subdivision and Major Variation request at 10 S. River Road for use of his business. He mentioned that Lot 2 is located in between the property at 10 S. River Road and the multi-tenant industrial building at 1415 Redeker Road and is improved with an existing asphalt/gravel area and one-story annex building connected to the multi-tenant industrial building. Mr. Doland explained that Lot 2 will be utilized as a driveway and parking area for the property owner at 10 S. River Road to help increase his business and more efficiently service vehicles on his property, identified as Lot 3 on the Tentative Plat of Subdivision. He pointed out the new 24-foot easement for Lot 2 on the Tentative Plat of Subdivision for easy access between 10 S. River Road (Lot 3) and the leased parking area within the ComEd right-of-way, which the owner of 10 S. River Road has permission to utilize for parking as well as for fire truck access as necessary. The petitioner's attorney added that the existing one-story annex building, identified as the east annex on the floor plan for 1415 Redeker Road, will be demolished as part of this request followed by the complete resurfacing of the Lot 2 property with a dust-free hard surface.

The Planning and Zoning Board (PZB) Members asked why the subject property (Lot 3) has a service address on River Road.

Community and Economic Development staff provided an overview of the requests identifying the increased non-conformities for the east building setback, available parking spaces on 1415 Redeker Road, and lot size. Staff did not recommend approval or disapproval of the request.

No one from the public spoke on this request. The Planning and Zoning Board recommended (4-2) that the City Council approve the request without any conditions.

Recommendations: Staff does not recommend approval or disapproval of Ordinance Z-30-21 for the requested Tentative Plat of Subdivision and Major Variations for building setbacks and lot size for 10 S. River Road based on review of the information presented by the applicant and the standards and conditions met by Section 13-2 (Tentative Plat) as outlined within the Subdivision Regulations and Section 12-3-6(H) (Findings of Fact for Variations) as outlined within the City of Des Plaines Zoning Ordinance, as amended.

- Attachments:**
- Attachment 1: Project Narrative
 - Attachment 2: Responses to Standards
 - Attachment 3: Location Map
 - Attachment 4: Plat of Survey

Attachment 5: Existing Floor Plan

Attachment 6: Site and Context Photos

Attachment 7: Chairman Szabo Memo

Attachment 8: Draft Excerpt of Minutes from the January 12, 2021 Planning and Zoning Board Meeting

Ordinance Z-30-21

Exhibit A: Tentative Plat of Subdivision

Exhibit B: Site Plan

III. PROJECT NARRATIVE

Damiano Service Center (“Damiano”) is an auto and truck service & repair business with hours of operations from 7:30 a.m. to 6:00 p.m. Monday through Friday.

At any given time during business hours there are 5 employees on the premises; at most 6 customers on any given day are anticipated; most days only 1 customer.

With Damiano’s acquisition of the East Annex property from 1415 Redeker LLC, 10 South River Road will utilize the East Annex for ingress & egress access to the 10 S. River Road property, for the parking of vehicles being serviced.

Damiano will demolish the East Annex structure within 1 year of approval of the Plat of Subdivision, with the required permits; during the pending year all access from 1415 Redeker to the Annex building will be blocked off/permanently removed and there shall be no occupancy of the Annex building with all utilities to the Annex building terminated as of the day of closing from 1415 Redeker LLC to Damiano.

Once the Annex is demolished, Damiano will pave the gravel area with a dust-free hard surface.

II. STANDARDS OF VARIATION

1. For Damiano Service Center (“Damiano”) to adhere to the strict letter of City of Des Plaines' Code would be a **hardship** due to the prohibitive costs as such would require Damiano to demolish all current structures and build new construction to incorporate the East Annex property into the current business.
2. The **Unique Physical Condition** at 10 S. River Road is due to the commercial intersection it is adjacent to, the existing surrounding structures owned by Damiano and other third parties; and the inability to expand beyond the current site. While the proposed use with variances requested is non-conforming, Damiano is not substantially changing the business operations at the site so impact will be low on all surrounding properties, owners and streets, etc.
3. The current physical condition is not the result of any action, inaction or **self-creation** by Damiano. The structures and current layout and footprint have been in existence for a significant amount of time prior to the current ownership rights of Damiano.
4. Without the City PZB’s approval of the requested variances, Damiano will be unable to acquire the property known as 1415 Redeker East Annex, which will deprive Damiano of **substantial rights** specifically from expanding his business operations and space.
5. Damiano’s hardship is more than a monetary hardship, **special privilege** or loss of an additional right; Damiano will be deprived of acquiring additional physical space in which to operate the overflowing business.
6. Damiano’s **title, plan purposes** and variation request for the use of 1415 Redeker East Annex will be in harmony with the current use and purpose Damiano has made of 10 South River Road and the business operations currently located there.
7. Damiano has **no other means** available to it other than the requested variation, so Damiano can acquire the 1415 Redeker East Annex for use in the Damiano Service Center on the existing site.
8. Damiano’s variation requests constitute the bare **minimum relief** needed for the acquisition of the 1415 Redeker East Annex and its incorporation into the current business operations of Damiano Service Center at 10 South River Road.



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.

Notes

PLAT OF SURVEY

BY
JOHN M. HENRIKSEN
 58 BROADWAY DES PLAINES, ILLINOIS 60016
 847-791-0301
 OF

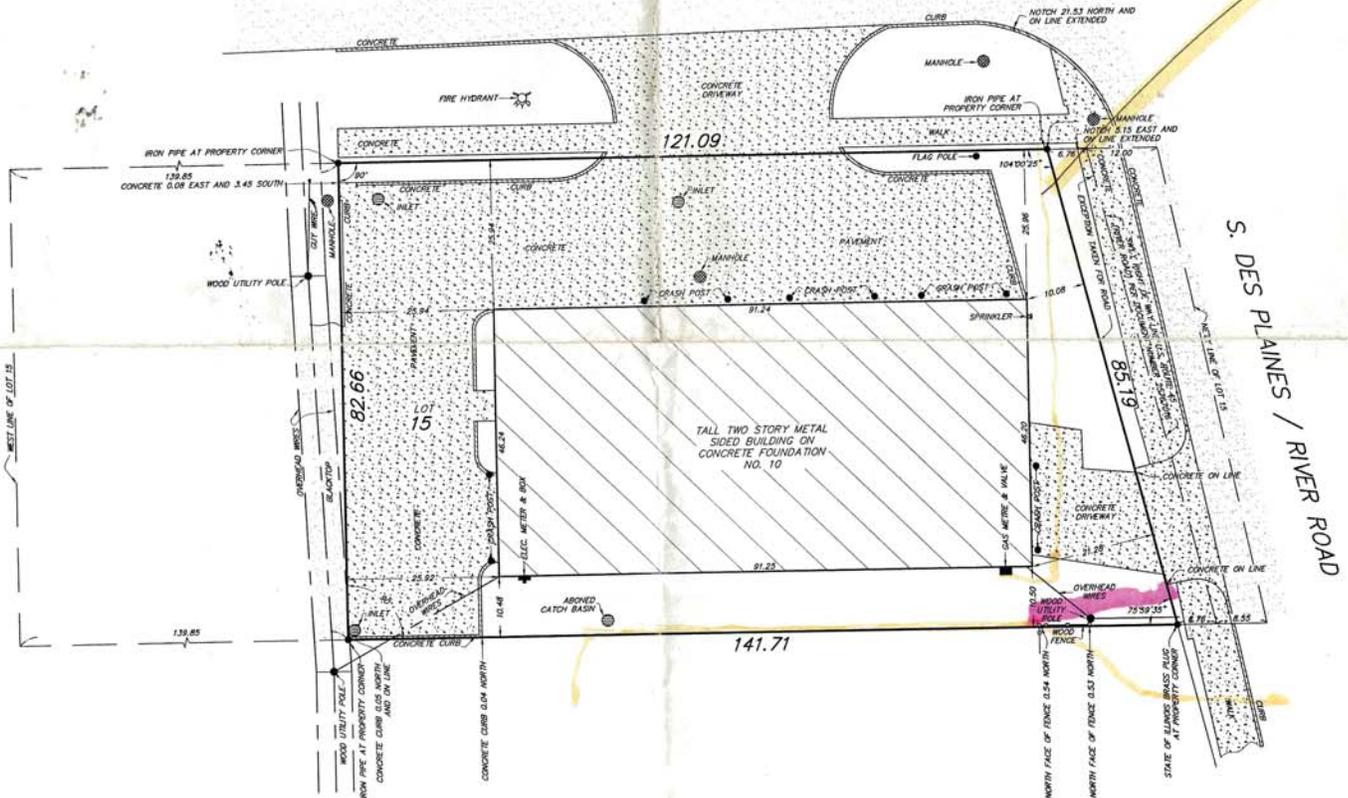
LOT 15 (EXCEPT THE WEST 139.85 FEET THEREOF AND EXCEPT THAT PART THEREOF TAKEN FOR HIGHWAY PURPOSES) IN REDEKER'S GARDEN ADDITION TO DES PLAINES, BEING A SUBDIVISION OF LOTS 6 AND 7 (EXCEPT THE SOUTH 4 ACRES THEREOF) IN REDEKER'S ESTATE, A SUBDIVISION OF PARTS OF SECTIONS 8, 9, 16 AND 17, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



E. REDEKER ROAD

GAS LINE

S. DES PLAINES / RIVER ROAD



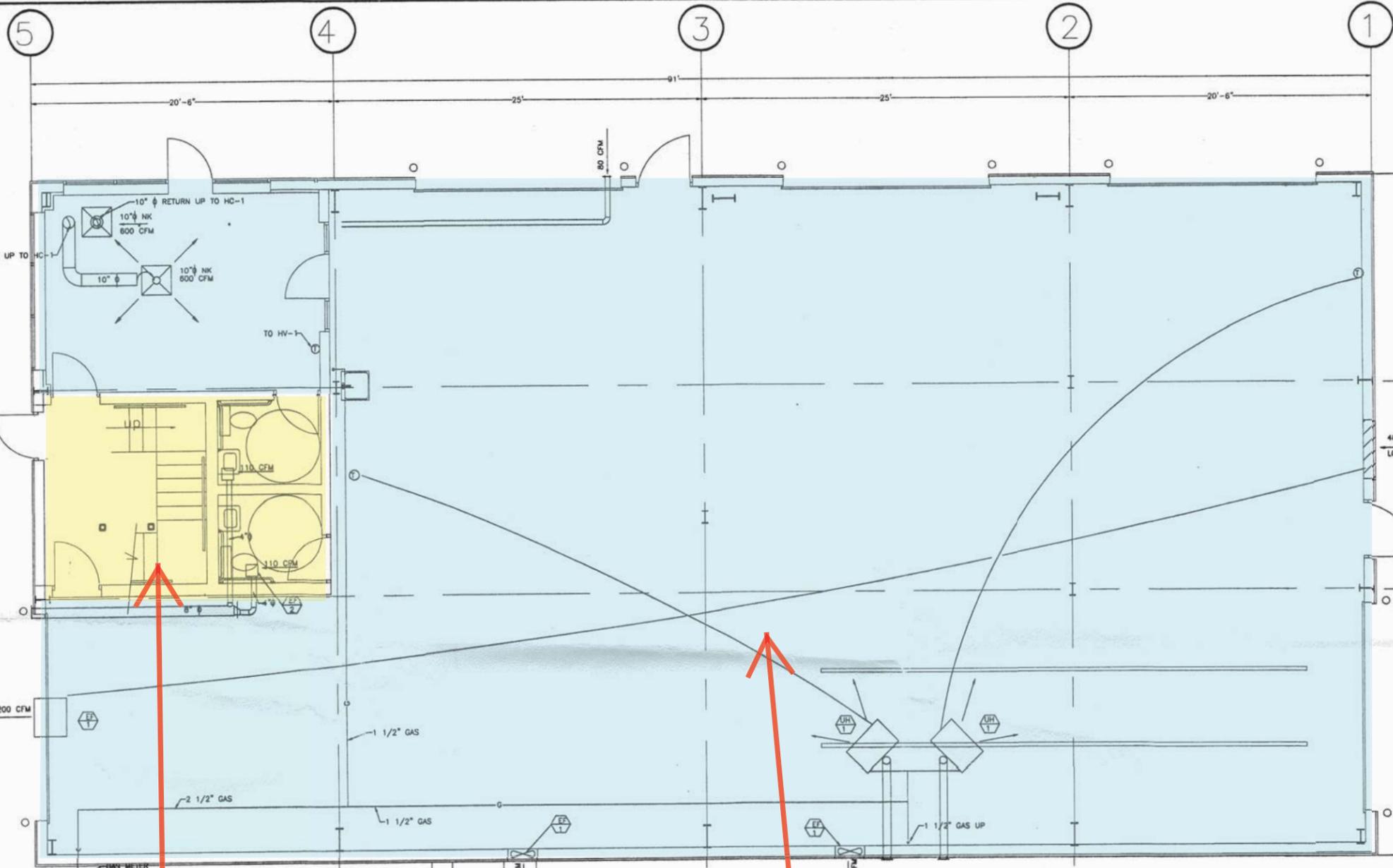
ORDER NUMBER: **020450-FINAL**
 SCALE: 1 INCH = 15 FEET
 ORDERED BY: **PETER DAMIANO**
 BUILDING LINES, IF ANY, SHOWN HEREON ARE BUILDING LINES SHOWN ON THE RECORDED SUBDIVISION PLAT. CONSULT LOCAL AUTHORITIES FOR BUILDING LINES ESTABLISHED BY LOCAL ORDINANCES.
 PLEASE CHECK LEGAL DESCRIPTION WITH DEED.
 COMPARE ALL POINTS BEFORE BUILDING AND REPORT ANY DISCREPANCY IMMEDIATELY.
 DIMENSIONS ARE NOT TO BE ASSUMED FROM SCALING.

FRACTIONAL INCH EQUIVALENTS OF DECIMAL PARTS OF A FOOT

0.01-1/8"	0.25-3"
0.02-1/4"	0.51-6"
0.03-3/8"	0.76-9.2"
0.04-1/2"	0.98-12.2"
0.05-5/8"	1.25-15.2"
0.06-3/4"	1.50-18.2"
0.07-7/8"	1.75-21.2"
0.08-1"	2.00-24.2"
0.09-1.18"	2.25-27.2"
0.10-1.47"	2.50-30.2"
0.11-1.76"	2.75-33.2"
0.12-2.05"	3.00-36.2"
0.13-2.34"	3.25-39.2"
0.14-2.63"	3.50-42.2"
0.15-2.92"	3.75-45.2"
0.16-3.21"	4.00-48.2"
0.17-3.50"	4.25-51.2"

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.
 STATE OF ILLINOIS
 COUNTY OF COOK
 I, JOHN M. HENRIKSEN, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY. DIMENSIONS ARE SHOWN IN FEET DECIMAL PARTS THEREOF.
 DES PLAINES, ILLINOIS NOVEMBER 16, 2004
John M. Henriksen
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2668
 LICENSE EXPIRES NOVEMBER 30, 2004.





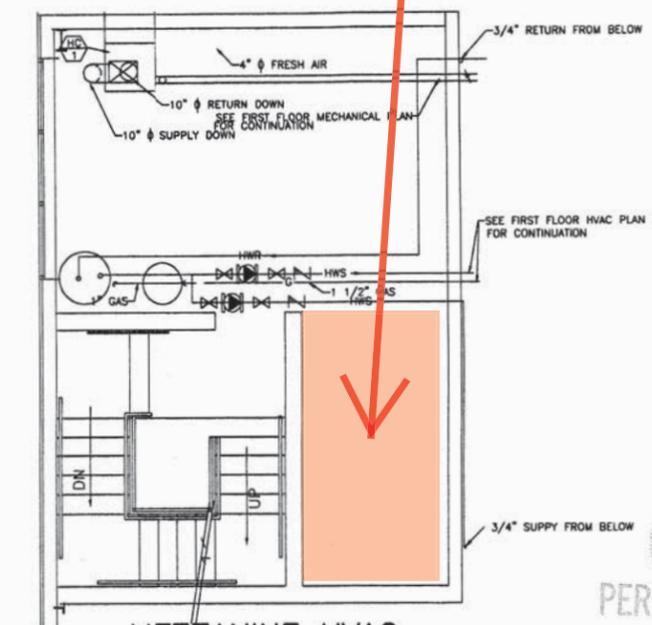
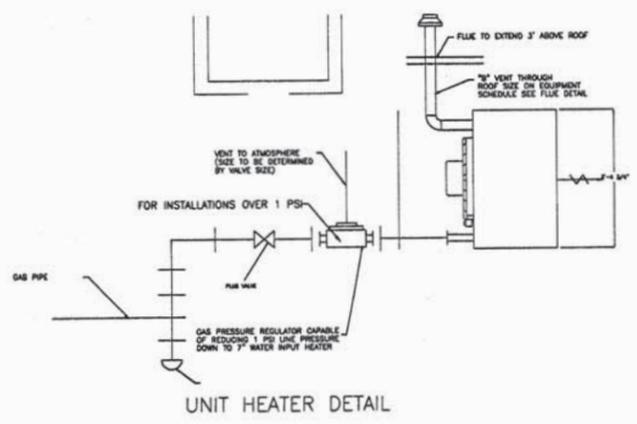
- AMSTRONG AMGIC PAK 64HW183 GAS FIRED COMBINATION HEAT COOL DIRECT VENT IN THE WALL UNIT. 18,000 BTUH COOLING CAPACITY, 64,000 BTUH INPUT 50,000 BTUH HEATING CAPACITY, 800 CFM @.25"ESP 208V 1 PHASE 14.6 AMPS, 20 AMP CIRCUIT BREAKER
- TWIN CITY TB-24E24 TUBEAXIAL BELT DRIVE POWER WALL EXHAUST FAN 7,200 CFM @.125" ESP .90 BHP 1 HP MOTOR UNIT TO HAVE BELT GUARD, MOTOR COVER, INLET SCREEN, WALL ANODIZED BRONZ LOUVER AND BACKDRAFT DAMPER
- BROAN 676 POWER CEILING FAN 110 CFM @.2" ESP.
- BROAN 503 POWER CEILING FAN 160 CFM @.2" ESP.
- 48" X 48" MOTORIZED LOUVER INTERLOCK WITH EF-1 LOUVER TO BE ANODIZED BRONZ
- GAS FIRED 300,000 BTUH UNIT HEATER BY OWNER
- STATE ULTRA FORCE SUP100 150 GAS FIRED HYDRONIC CERTIFIED HOT WATER HEATER 150,000 BTUH INPUT 141,000 BTUH OUTPUT 100 GAL CAPACITY

FIRST FLOOR HVAC
SCALE 1/4" = 1'-0"

280 sq.ft.
Mechanicals
& Stairs

3,906 sq.ft.
Shop & Storage

100 sq.ft.
Office



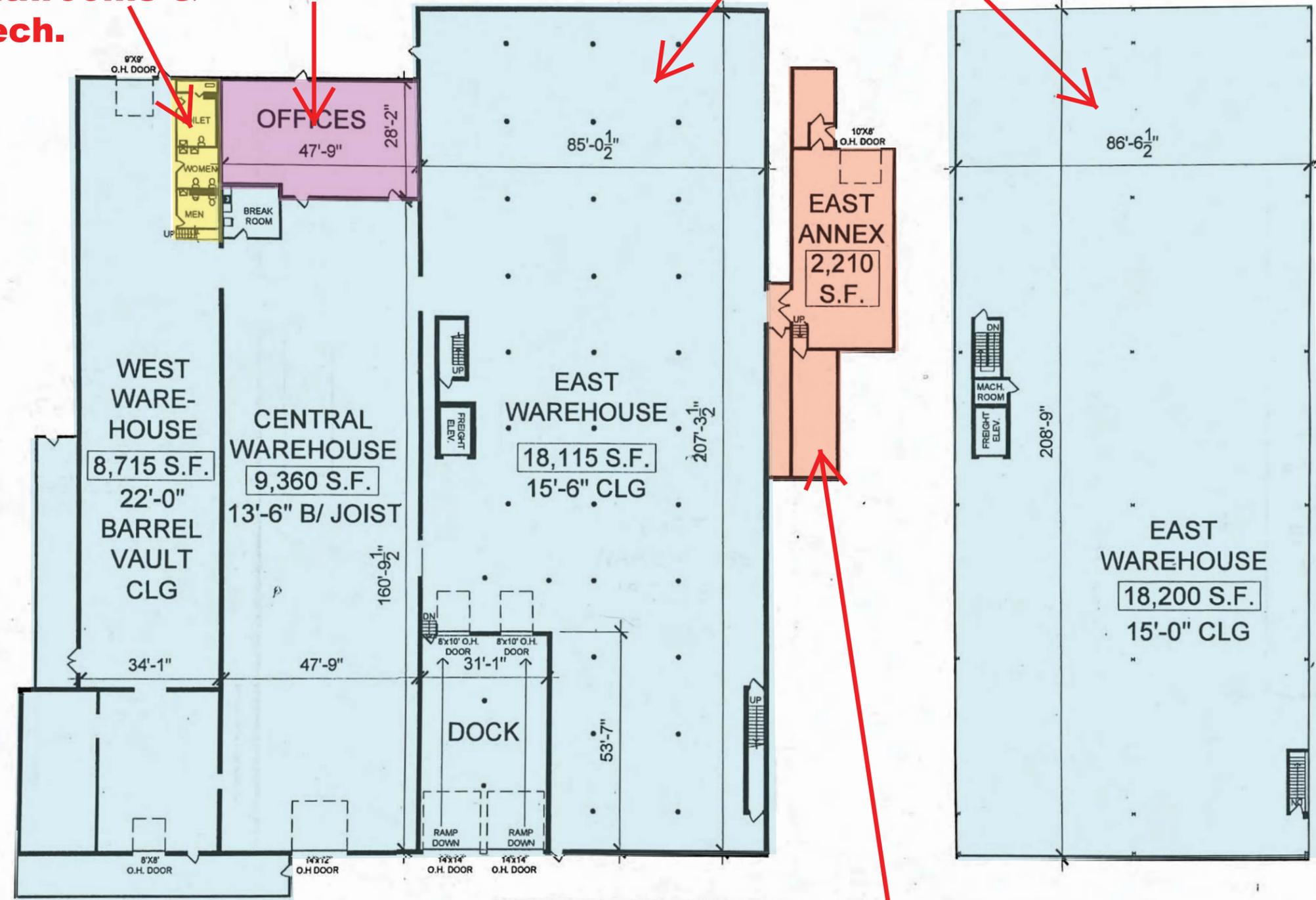
MEZZANINE HVAC
SCALE 1/4" = 1'-0"



**400 sq.ft.
Bathrooms &
Mech.**

**1,345 sq.ft.
Offices**

52,645 sq.ft. Warehouse



FIRST FLOOR
TOTAL AREA: +/-38,400 S.F.

1415 REDEKER RD,
DES PLAINES, IL
TOTAL AREA: 56,600 S.F.

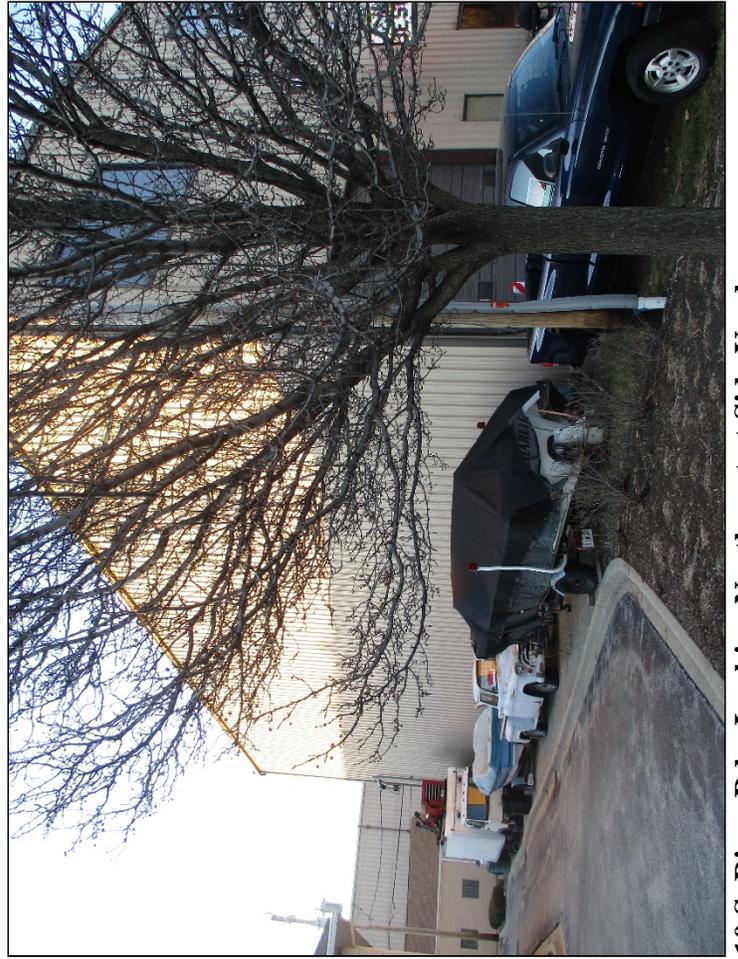


SECOND FLOOR
TOTAL AREA: +/-18,200 S.F.

**2,210 sq.ft. Annex Warehouse
(counted with 10 S. River Bldg.)**



10 S. River Rd – Looking Southeast at Front of Site



10 S. River Rd – Looking Northwest at Side Yard



10 S. River Rd – Public Notice



10 S. River Rd – Looking Northeast at Property



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

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

January 13, 2021

Mayor Bogusz and Des Plaines City Council
CITY OF DES PLAINES

Subject: Planning and Zoning Board, 10 S. River Road, 20-046-SUB-V, 1st Ward

RE: Consideration of Major Variations at 10 S. River Road, Case #20-046-SUB-V (1st Ward)

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board met on January 12, 2021 to consider the following requests: (i) Tentative Plat of Subdivision under Section 13-2 of the Subdivision Regulations to resubdivide and absorb a portion of 1415 Redeker Road located at 09-17-200-044-0000; (ii) a Major Variation under Section 12-7-4(H) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a front building setback of 10.28-feet in the M-1, Limited Manufacturing District where 60-feet is required; (iii) a Major Variation under Section 12-7-4(H) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a north side building setback of 22.75-feet and south side building setback of 10.53-feet in the M-1, Limited Manufacturing District where 60-feet is required; (iv) a Major Variation under Section 12-7-4(H) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a rear building setback of 25.99-feet in the M-1, Limited Manufacturing District where 60-feet is required; (v) a Major Variation under Section 12-7-4(H) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a lot size of 0.54-acres in the M-1, Limited Manufacturing District where a minimum of 5-acres is required.

1. The petitioner's engineer, Jason Doland, presented an overview of the requests for the Tentative Plat of Subdivision and Major Variations, which are related to the Major Variation requests for 1415 Redeker Road. He described that the intent of the request is to sell a portion of the property located at 1415 Redeker Road, identified as Lot 2 on the Tentative Plat of Subdivision, to the owner and petitioner of the related Tentative Plat of Subdivision and Major Variation request at 10 S. River Road for use of his business. He mentioned that Lot 2 is located in between the property at 10 S. River Road and the multi-tenant industrial building at 1415 Redeker Road and is improved with an existing asphalt/gravel area and one-story annex building connected to the multi-tenant industrial building. Mr. Doland explained that Lot 2 will be utilized as a driveway and parking area for the property owner at 10 S. River Road to help increase his business and more efficiently service vehicles on his property, identified as Lot 3 on the Tentative Plat of Subdivision. He pointed out the new 24-foot easement for Lot 2 on the Tentative Plat of Subdivision for easy access between 10 S. River Road (Lot 3) and the leased parking area within the ComEd right-of-way, which the owner of 10 S. River Road has permission to utilize for parking as well as for fire truck access as necessary. The petitioner's attorney added that the existing one-story annex building, identified as the east annex on the floor plan for 1415 Redeker Road, will be demolished as part of this request followed by the complete resurfacing of the Lot 2 property with a dust-free hard surface.
2. The Planning and Zoning Board (PZB) Members asked why the subject property (Lot 3) has a service address on River Road. Director McMahon noted that the parcel is a River Road property. The petitioner's attorney added that the petitioner, who owns Lot 3, will obtain Lot 2.

3. Community and Economic Development staff provided an overview of the requests identifying the increased non-conformities for the east building setback, available parking spaces on 1415 Redeker Road, and lot size. Staff did not recommend approval or disapproval of the request.
4. No one from the public spoke on this request.
5. The Planning and Zoning Board *recommended* (4-2) that the City Council *approve* the request without any conditions.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "James S. Szabo".

James Szabo,
Des Plaines Planning and Zoning Board, Chairman

Cc: City Officials/Aldermen

Case 20-046-TSUB-V
Case 20-045-V
Case 20-051-TA

10 S. River Rd
1415 Redeker Rd
City-wide

Tentative Plat of Subdivision/Variations
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OLD BUSINESS

NEW BUSINESS

1. **Address:** 10 S River Road

Case Number: 20-046-TSUB-V

The petitioner is requesting: (i) Tentative Plat of Subdivision under Section 13-2 of the Subdivision Regulations to resubdivide and absorb a portion of 1415 Redeker Road located at 09-17-200-044-0000; (ii) a Major Variation under Section 12-7-4(H) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a front building setback of 10.28-feet in the M-1, Limited Manufacturing District where 60-feet is required; (iii) a Major Variation under Section 12-7-4(H) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a north side building setback of 22.75-feet and south side building setback of 10.53-feet in the M-1, Limited Manufacturing District where 60-feet is required; (iv) a Major Variation under Section 12-7-4(H) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a rear building setback of 25.99-feet in the M-1, Limited Manufacturing District where 60-feet is required; (v) a Major Variation under Section 12-7-4(H) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a lot size of 0.54-acres in the M-1, Limited Manufacturing District where a minimum of 5-acres is required; and (vi) the approval of any other such variations, waivers, and zoning relief as may be necessary.

PINs: 09-17-200-022-0000
Petitioner: Peter Damiano, Damiano Service Center and Damiano Properties, LLC,
10 S. River Road, Des Plaines, IL 60016
Owner: Carol A. Damiano and Peter S. E. Damiano, 10 S. River Road
Des Plaines, IL 60016

Chairman Szabo swore in the Petitioner and Representatives.

Ms. Beil provided an overview of the application, which includes a variation to the front, side, and rear yard setbacks and a reduction of the minimum lot size. Ms. Beil stressed that the variations are due to existing conditions on the property to comply with current zoning code.

Mr. Doland went over the proposed tentative plat of subdivision; Lot 1 will have the 1415 Redeker Rd address, while Lot 3 will have the 10 S River Rd address.

Chairman Szabo inquired about the address conventions. Director McMahan went over the subdivision. The owner of Lot 3 will be acquiring Lot 2. Mr. McMahan explained that the current subdivision record goes back to the 1800's and used a different system of record keeping.

Chairman Szabo asked that the Staff Report entered into record. Planner Stytz provided a summary of the following report:

Issue: The petitioner is requesting: (i) Tentative Plat of Subdivision under Section 13-2 of the Subdivision Regulations to resubdivide and absorb a portion of 1415 Redeker Road located at 09-17-200-044-0000; (ii) a Major Variation under Section 12-7-4(H) of the 1998 Des Plaines Zoning Ordinance, as amended, to

Case 20-046-TSUB-V	10 S. River Rd	Tentative Plat of Subdivision/Variations
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allow a front building setback of 10.28-feet in the M-1, Limited Manufacturing District where 60-feet is required; (iii) a Major Variation under Section 12-7-4(H) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a north side building setback of 22.75-feet and south side building setback of 10.53-feet in the M-1, Limited Manufacturing District where 60-feet is required; (iv) a Major Variation under Section 12-7-4(H) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a rear building setback of 25.99-feet in the M-1, Limited Manufacturing District where 60-feet is required; (v) a Major Variation under Section 12-7-4(H) of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a lot size of 0.54-acres in the M-1, Limited Manufacturing District where a minimum of 5-acres is required; and (vi) the approval of any other such variations, waivers, and zoning relief as may be necessary.

Analysis:

Address: 10 S. River Road
Owner: Carol A. Damiano Trust & Peter Damiano Trust, 10 S. River Road, Des Plaines, IL 60016
Petitioner: Peter Damiano, Damiano Service Center & Damiano Properties, LLC, 10 S. River Road, Des Plaines, IL 60016

Case Number: 20-046-SUB-V
Real Estate Index Number: 09-17-200-022-0000
Ward: #1, Alderman Mark A. Lysakowski

Existing Zoning: M-1, Limited Manufacturing District
Existing Land Use: Automotive Repair Shop (Damiano Service Center)

Surrounding Zoning: North: C-3, General Commercial District
South: C-3, General Commercial District
East: R-1, Single Family Residential District
West: M-1, Limited Manufacturing District

Surrounding Land Use: North: Commercial (City Electric Supply)
South: Commercial (Peter Troost Monument Company)
East: Cook County Forest Preserve
West: Manufacturing (Multi-tenant industrial building)

Street Classification: River Road is classified as an arterial road and Redeker Road is classified as a local street.

Comprehensive Plan: The Comprehensive Plan designates the site as Commercial Industrial Urban Mix.

Project Description:

The petitioner, Peter Damiano, is requesting a Tentative Plat of Subdivision and Major Variations for building setbacks and lot size for the property located at 10 S. River Road. The subject property is 10,862-square feet (0.249 acres) in size and is comprised of one lot, which is improved with a single building and

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parking area as shown in the Plat of Survey. The building on the subject property contains a 100-square foot office area, 3,906-square foot shop/storage area, and a separate 280-square foot mechanical area with restrooms. The petitioner also currently holds a Land Lease with ComEd to park within the ComEd right-of-way located south of the properties at 24 River Road and 1415 Redeker Road.

The petitioner is proposing to resubdivide and absorb a portion of 1415 Redeker Road (Parcel 09-17-200-044-0000) located west of the subject property and behind the properties located at 20 River Road and 24 River Road shown as Lot 2 on the Proposed Site Plan. Lot 2 is 12,684-square feet (0.291-acres) in size and is comprised of one lot, which is improved with a portion of the multi-tenant manufacturing building located on 1415 Redeker Road and a gravel drive aisle/parking area. The petitioner proposes to improve Lot 2 with a paved, dust-free hard surface and utilize it to access the leased parking area within the ComEd right-of-way. Given the proposed acquisition of Lot 2 by the petitioner, this portion of the building, denoted as the East Annex on the Existing Floor Plan, will be demolished as part of this request within a year of City Council approval.

The proposal does not include any alterations to the existing building on the subject property. Pursuant to Section 12-9-7 of the Des Plaines Zoning Ordinance, the following parking regulations apply to this request:

- One space for every 250-square feet of gross floor area of office areas; and
- One space for every 1,500-square feet of gross floor area for warehousing areas.

Based on the parking regulations, the total number of parking spaces required is four (100-square foot/250-square foot plus 3,906-square feet/1,500-square feet), including one handicap accessible parking space. The petitioner proposes to add four required parking spaces, including the handicap accessible space, on the proposed Lot 2 as shown on the Proposed Site Plan.

There are several variations included with this request given that the subject property does not conform to building setback and minimum lot size requirements for the M-1, Limited Manufacturing District and the proposed resubdivision would increase the existing non-conforming building setbacks for the building on 1415 Redeker Road even with the removal of the East Annex building. Thus, the petitioner is also requesting four Major Variations as summarized in the table below:

Bulk Regulations	M-1	Existing	Proposed
Maximum height	50-feet	33-feet	39-feet
Minimum front yard setback	60-feet	30.18-feet	10.28-feet*
Minimum side yard setback	60-feet	2.51-feet (west); 21.75-feet (east)	10.53-feet (south); 20.50-feet (north)*
Minimum rear yard setback	60-feet	0-feet	25.99-feet*
Minimum lot size	5-acres	1.20-acres	0.54-acres*

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Maximum building coverage	75%	69%	<75%
Parking (Office & Warehouse)	4 spaces	0 spaces	4 spaces

****Requested Variations***

Tentative Plat of Subdivision Report

Name of Subdivision: Damiano-Merchandise Resubdivision
Address: 10 S. River Road
Requests: Approval of Tentative Plat of Subdivision & Variations

Total Acreage of Subdivision: 0.541 acres

Lot Descriptions and Construction Plans:

The petitioner’s Tentative Plat of Subdivision shows the resubdivision and transfer of ownership of the Lot 2 parcel to the subject property. Lot 2 will have an area of 10,807-square feet and Lot 3 (subject property) will have an area of 8,520-square feet. The Plat shows the existing 8-foot non-exclusive easement on Lot 2, a new 24-foot ingress and egress easement on Lot 2 for use of Lots 1 and 3, and a new parking easement on Lot 2 for use of Lot 3.

Variation Findings: Variation requests are subject to the standards set forth in Section 12-3-6(H) of the 1998 City of Des Plaines Zoning Ordinance, as amended.

- 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: Please see the Petitioner’s responses to Standards for Variations.

- 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: Please see the Petitioner’s responses to Standards for Variations.

- 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: Please see the Petitioner’s responses to Standards for Variations.

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- 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: Please see the Petitioner’s responses to Standards for Variations.

- 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: Please see the Petitioner’s responses to Standards for Variations.

- 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: Please see the Petitioner’s responses to Standards for Variations.

- 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: Please see the Petitioner’s responses to Standards for Variations.

- 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: Please see the Petitioner’s responses to Standards for Variations.

Recommendation: Staff is not making a recommendation of the request for a Tentative Plat of Subdivision pursuant to 13-2 of the Des Plaines Subdivision Ordinance and the Major Variation requests for building setbacks and minimum lot size pursuant to Section 12-3-6 of the Des Plaines Zoning Ordinance.

Planning and Zoning Board Procedure: Under Section 13-2-7 (Approval of Tentative Plat By Planning and Zoning Board) of the Subdivision Ordinance and Section 12-3-6 (Approval of Variations), the Planning and Zoning Board has the authority to approve, approve subject to conditions, or deny the above-mentioned Tentative Plat of Subdivision and Major Variation requests for the property at 10 S. River Road.

A motion was made by Board Member Saletnik, seconded by Board Member Hofherr to approve the request for a Tentative Plat of Subdivision pursuant to 13-2 of the Des Plaines Subdivision Ordinance and the Major Variation requests for building setbacks and minimum lot size pursuant to Section 12-3-6 of the Des Plaines Zoning Ordinance with the condition that the use of the property does not change.

AYES: Saletnik, Hofherr, Fowler, Veremis, Szabo

NAYES: Catalano

*****MOTION CARRIES *****

CITY OF DES PLAINES

ORDINANCE Z - 30 - 21

AN ORDINANCE APPROVING A TENTATIVE PLAT OF SUBDIVISION AND MAJOR VARIATIONS FROM SECTION 12-3-6 OF THE CITY OF DES PLAINES ZONING ORDINANCE AT 10 S. RIVER ROAD, DES PLAINES, ILLINOIS. (CASE #20-046-SUB-V)

WHEREAS, Carol A. Damiano Trust & Peter Damiano Trust (collectively, "**10 S. River Road Owners**") are the owners of the property commonly known as 10 S. River Road, Des Plaines, Illinois ("**10 S. River Road**"); and

WHEREAS, 1415 Redeker, LLC ("**1415 Redeker Owner**") is the owner the property commonly known as 1415 Redeker, Des Plaines, Illinois ("**1415 Redeker**") (collectively, 10 S. River Road and 1415 Redeker are the "**Subject Property**"); and

WHEREAS, the Subject Property is located in the M-1 Limited Manufacturing District of the City ("**M-1 District**"); and

WHEREAS, the 10 S. River Road Owners desire to resubdivide the Subject Property into three lots of record: (i) a 186.85-foot-wide lot with a lot area of 52,382 square feet on the west ("**Lot 1**"); (ii) a 53-foot-wide lot with a lot area of 12,684 square feet on the south ("**Lot 2**"); and (iii) a 85.19-foot-wide lot with a lot area of 10,862 square feet on the south ("**Lot 3**") (collectively, Lot 1, Lot 2, and Lot 3 are the "**Lots**"); and

WHEREAS, pursuant to Section 12-7-4.H of the City of Des Plaines Zoning Ordinance ("**Zoning Ordinance**"), lots located in the M-1 District must have a minimum lot size of five acres; and

WHEREAS, pursuant to Section 12-7-4.H of the Zoning Ordinance, lots located in the M-1 District must have a minimum front yard setback of 60 feet, a minimum side yard setback of 60 feet, and a minimum rear yard setback of 60 feet; and

WHEREAS, pursuant to Sections 12-3-6 of the Zoning Ordinance and Title 13 of the City Code of the City of Des Plaines, as amended ("**Subdivision Regulations**"), Peter Damiano ("**Petitioner**") submitted an application ("**Application**") on behalf of the 10 S. River Road Owners, and with the consent of the 1415 Redeker Owner, to the City of Des Plaines Department of Community and Economic Development ("**Department**") for the approval of a tentative plat of subdivision for the Subject Property ("**Tentative Plat of Subdivision**"); and

WHEREAS, the Application also requested the following major variations from Section 12-7-4.H of the Zoning Ordinance to: (i) reduce the required front yard building setback for Lot 3 to 10.28 feet; (ii) reduce the required south side yard setback for Lot 3 to 10.53 feet; (iii) reduce the required north side yard setback for Lot 3 to 20.50 feet; (iii) reduce the required rear yard setback for Lot 3 to 25.99 feet; and (iv) reduce the required lot size to 0.29 acres for Lot 2 and 0.25 acres for Lot 3 (collectively, the "**Variations**") (collectively, the Tentative Plat of Subdivision and the Variations

are the “**Requested Approvals**”); and

WHEREAS, the Petitioner's Application for Requested Approvals were 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 applications, a public hearing was held by the PZB on January 12, 2021, pursuant to publication of notice in the *Des Plaines Journal* on December 23, 2020; 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 competent testimony and received evidence with respect to the Petitioner's applications for the Requested Approvals; and

WHEREAS, on January 13, 2021, the PZB filed a written report with the City Council summarizing the testimony received by the PZB and stating that the PZB’s motion to recommend approval of the Requested Approvals passed by a vote of 4-2; and

WHEREAS, the Petitioner made representations to the PZB with respect to the Requested Approvals, which representations are hereby found by the City Council to be material and upon which the City Council relies in granting the Requested Approvals subject to certain terms and conditions; and

WHEREAS, the City Council has studied the written report of the PZB, the applicable standards set forth in the Zoning Ordinance, and the Staff Memorandum dated December 30, 2020, including its exhibits, which form part of the basis for 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 15 (EXCEPT THE WEST 139.85 FEET THEREOF AND EXCEPT THAT APRT THEREOF TAKEN FOR HIGHWAY PURPOSES) IN REDEKER’S GARDEN ADDITION TO DES PLAINES, BEING A SUBDIVISION OF LOTS 6 AND 7 (EXCEPT THE SOUTH 4 ACRES THEREOF) IN REDEKER’S ESTATE. A SUBDIVISION OF PARTS OF

SECTIONS 8, 9, 16 AND 17, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 09-17-200-022-0000

Commonly known as: 10 S. River Road, Des Plaines, Illinois

LOT 14, THE WEST 86.85 FEET OF LOTS 56, 16, AND 17, THAT PART OF A LINE EXTENDING FROM A POINT IN THE NORTH LINE OF SAID LOT 18, WHICH IS 663.11 FEET WEST OF THE NORTHEAST CORNER THEREOF; THENCE SOUTHEASTERLY 607.86 FEET TO AN ANGLE POINT WHICH IS 61.28 FEET WEST OF AND 26.78 FEET SOUTH OF SAID NORTHEAST CORNER OF LOT 18 (MEASURED ALONG LINES PARALLEL TO SAID NORTH LINE AND THE EAST LINE OF SAID LOT 18); THENCE SOUTHEASTERLY 71.14 FEET TO A POINT IN SAID LOT 18 (BEING THE CENTER LINE OF RIVER ROAD), WHICH IS 52.54 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 18 (EXCEPTING FROM SAID TRACE THAT PART THEREOF LYING WEST OF THE WEST LINE EXTENDED SOUTH OF LOT 14 AND ALSO THAT PART OF THE LOT 18 DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID LOT 18 AND THE WESTERLY RIGHT OF WAY LINE OF DES PLAINES RIVER ROAD PER DOCUMENT 172839 RECORDED JANUARY 29, 1923; THENCE SOUTH 14 DEGREES 25 MINUTES 09 SECONDS EAST 11.683 METERS (38.33 FEET) (BEARINGS BASED ON STATE PLANE COORDINATES: ILLINOIS EAST ZONE); THENCE NORTH 71 DEGREES 52 MINUTES 22 SECONDS WEST 2.371 METERS (7.78 FEET); THENCE NORTH 14 DEGREES 25 MINUTES 09 SECONDS WEST 10.823 METERS (35.51 FEET) TO THE NORTH LINE OF SAID LOT 18; THENCE NORTH 87 DEGREES 18 MINUTES 51 SECONDS EAST 2.042 METERS (6.70 FEET) AS MEASURED ALONG SAID NORTH LINE TO THE POINT OF BEGINNING); ALL IN REDEKER'S GARDEN ADDITION TO DES PLAINES IN SECTIONS 8 AND 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINS: 09-17-200-044-0000; -045; -051; -106

Commonly known as: 1415 Redeker, Des Plaines, Illinois

SECTION 3: APPROVAL OF TENTATIVE PLAT OF SUBDIVISION. Pursuant to

Section 13-2-7 of the City Code, and subject to and contingent upon the conditions, restrictions, limitations and provisions set forth in Section 5 of this Ordinance, the City Council hereby approves the Tentative Plat of Subdivision for the Subject Property, prepared by Doland Engineering,

LLC, consisting of one sheet, and with a latest revision date of December 21, 2020, a copy of which is attached to, and by this reference, made a part of this Ordinance as **Exhibit A**.

SECTION 4. 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 5 of this Ordinance, the City Council hereby grants the Variations for Lot 2 and Lot 3.

SECTION 5. CONDITIONS. The approval of the Tentative Plat of Subdivision granted pursuant to Section 3 and of this Ordinance and the Variations granted pursuant to Section 4 of this Ordinance are expressly subject to and contingent upon compliance by the Owner and the Petitioner with each and all of the following conditions, all at the sole cost and expense of the Owner and the Petitioner:

A. Compliance with Law and Regulations. The development, use, operation, and maintenance of Lot 2 and Lot 3 by the Applicant and 10 S. River Road Owners 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. The "Site Plan" prepared by Doland Engineering, LLC, consisting of one sheet and dated December 21, 2020, a copy of which is attached to and made a part of this Ordinance as **Exhibit B**, that was submitted with Petitioner's Application for the Requested Approvals is not binding and this Ordinance shall in no way serve as approval of the Site Plan, the Proposed Grading and Utility Plan, or the proposed structures depicted on the Site Plan. All proposed private improvements on the Subject Property shall be constructed in accordance with plans approved by the City and the applicable building permit/site improvement permits issued by the City.

C. All drawings and plans submitted to the City for any private improvements on the

Subject Property must comply with all applicable codes and ordinances. Such plans and drawings may have to be amended to comply with standards, regulations and ordinances, which amendments can be made at the time of application for approval of the final plat of subdivision for the Subject Property.

SECTION 6. SUBMISSION OF FINAL PLAT OF SUBDIVISION. Pursuant to and in accordance with Section 13-2-4 of the Subdivision Code, the adoption of this Ordinance authorizes the Petitioner to submit a final plat of subdivision for the Subject Property to the City.

SECTION 7. TIME PERIOD FOR SUBMISSION OF FINAL PLAT OF SUBDIVISION. Pursuant to and in accordance with Section 13-2-10.B of the Subdivision Regulations, the Petitioner must submit for review and approval by the City a final plat of subdivision for the Subject Property no later than the date that is 12 months after the effective date of the approval of the Tentative Plat of Subdivision by the PZB.

SECTION 8. 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. The terms and conditions of this Ordinance shall be binding upon Petitioner, its grantees, assigns and successors in interest to the Subject Property.

SECTION 9. LIMITATIONS. The Variations shall be valid for not more than 12 months prior to the issuance of a building permit and the commencement of construction 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.

SECTION 10. 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.

SECTION 11. SEVERABILITY. If any paragraph, section, clause or provision of this

Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

PASSED this_day of_, 2021.

APPROVED this _____ day of _____, 2021.

VOTE: Ayes _____ Nays _____ Absent _____

MAYOR

ATTEST:

CITY CLERK

Published in pamphlet form this
____ day of _____, 2021.

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

I, _____, being the _____ of the owner or other party in interest of the property, legally described within this Ordinance, having read a copy of the Ordinance, do hereby accept, concur and agree to develop and use the subject property in accordance with the terms of this Ordinance.

Dated: _____

_____ (Signature)

_____ (Name)

I, _____, being the owner or other party in interest of the property, legally described within this Ordinance, having read a copy of the Ordinance, do hereby accept, concur and agree to develop and use the subject property in accordance with the terms of this Ordinance.

Dated: _____

_____ (Signature)

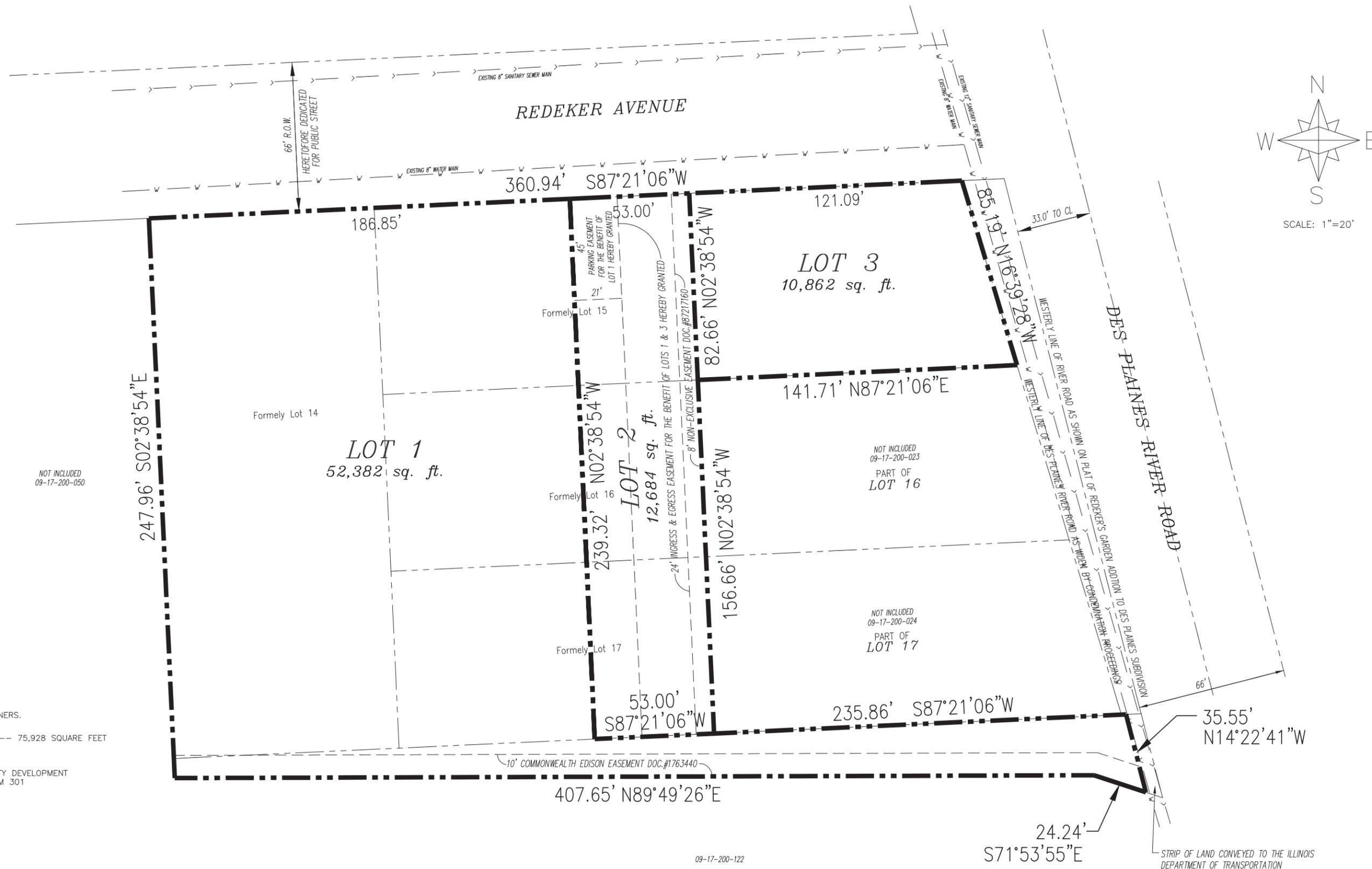
_____ (Name)

TENTATIVE PLAT OF SUBDIVISION DAMIANO-MERCHANDISE RESUBDIVISION

DOLAND ENGINEERING, LLC
 - CIVIL ENGINEERING ~ LAND SURVEYING ~ LAND PLANNING -
 334 E. COLFAX STREET, SUITE C,
 PALATINE, ILLINOIS 60067
 (847) 991-5088 (847) 934-3427-FAX

BEING A SUBDIVISION OF LOTS 14, 15, 16, 17 & PART OF 18 IN REDEKER'S GARDEN ADDITION TO DES PLAINES, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

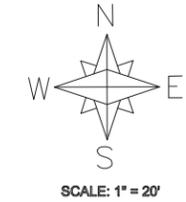
SEPTEMBER 24, 2020
 DECEMBER 21, 2020



- NOTES**
- 1) IRON PIPES SET AT LOT CORNERS.
 - 2) TOTAL AREA OF SUBDIVISION --- 75,928 SQUARE FEET
 - 3) RETURN THE PLAT LINES TO:
 CITY OF DES PLAINES
 DEPARTMENT OF COMMUNITY DEVELOPMENT
 1420 MINER STREET, ROOM 301
 DES PLAINES, IL. 60016
 - 4) EXISTING P.I.N.'S
 09-17-200-051-0000
 09-17-200-045-0000
 09-17-200-044-0000
 09-17-200-022-0000
 09-17-200-106-0000

SITE PLAN WITH PARKING & LANDSCAPING

PROPOSED LOTS 2 & 3 IN DAMIANO-MERCHANDISE RESUBDIVISION



PROPOSED LOT 2 BULK REGULATION TABLE				
Bulk Controls	M-1	Existing	Variation Needed	
			Yes	No
Maximum Height	50 ft			X
Minimum Front Yard				
Adjacent manufacturing, not on major thoroughfare	60 ft			
Adjacent other, or on major thoroughfare	60 ft			X
Minimum Side Yard				
Adjacent manufacturing	60 ft			
Adjacent other	60 ft			X
Minimum Rear Yard				
Adjacent manufacturing	60 ft			
Adjacent other	60 ft			X
Minimum Lot Size	5 acres	0.29 acres	X	
Maximum Building Coverage	75%	N/A		X

PROPOSED LOT 3 BULK REGULATION TABLE				
Bulk Controls	M-1	Existing	Variation Needed	
			Yes	No
Maximum Height	50 ft	39 ft		X
Minimum Front Yard				
Adjacent manufacturing, not on major thoroughfare	60 ft			
Adjacent other, or on major thoroughfare	60 ft	10.28'	X	
Minimum Side Yard				
Adjacent manufacturing	60 ft			
Adjacent other	60 ft	10.53'	X	
Minimum Rear Yard				
Adjacent manufacturing	60 ft			
Adjacent other	60 ft	25.99'	X	
Minimum Lot Size	5 acres	0.25 acres	X	
Maximum Building Coverage	75%	38%		X

Proposed Lot 2 - Site Data

Total Site Area = 0.29 ac.
 Building & Parking Data
 No Building (existing building being demolished)
 Total Parking Req'd = 0 parking spaces req'd
 Total Parking Provided = 4 parking spaces

Proposed Lot 3 - Site Data

Total Site Area = 0.25 ac.
 Building & Parking Data
 Office
 100 sq. ft.
 Parking Req'd = 100 sq. ft. x 1 space/250 sq. ft. = 0.4 parking spaces req'd
 Warehouse / Auto Shop
 3,906 sq. ft.
 Parking req'd = 3,906 sq. ft. x 1 space/1,500 sq. ft. = 2.6 parking spaces req'd
 Total Parking Req'd = 0.4 + 2.6 = 3; Therefore, there are 3 parking spaces req'd
 Total Parking Provided = Excessive amount of parking area provided in ComEd esmt.



12/21/20
 11/23/20
 09/25/20

DOLAND ENGINEERING, LLC
 - CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING -
 334 E. COLFAX STREET, SUITE C,
 PALATINE, ILLINOIS 60067
 (847) 991-5088 (847) 934-3427-FAX

MEMORANDUM

Date: January 21, 2021
To: Michael G. Bartholomew, City Manager
From: Dave Anderson, Chief of Police 
Subject: Photo Red Light Enforcement Program

Issue: Based on a request of the City Council on January 4, 2020, the following memo provides information over the Red Light Running (RLR) Photo Enforcement System at the intersection on Golf and Rand.

Analysis: During the January 4, 2020, City Council meeting a resident raised concerns that the traffic signal and RedSpeed red light camera system was malfunctioning. Based on the resident's concerns, the City Council asked that staff respond to the resident's concerns and prepare an updated analysis of traffic crashes at the intersection, updated analysis of the issuance of citations since the "no turn on red" signage was installed in 2017, and a financial analysis of the program.

Red Light Camera Enforcement Process Overview: The City began consideration of a possible red light camera program in 2009. Originally, there were 20 locations identified as possible sites for red light cameras. Based on historical crash data, the Red Light Running (RLR) Photo Enforcement System was installed at the intersection of IL Rte. 58 (Golf Rd.) at US Rte. 12 (Rand Rd), on October 27, 2010.

The RedSpeed (RLR) system implemented by the City involved the installation of two sensors per lane of traffic; one triggers the system to be alert; the second, placed beyond the broad white painted stop line, triggers the camera to record for a violation. The camera stores the violations electronically, and each day, typically in the early morning hours, the data is uploaded to the vendors' website. Prior to sending the violations to the City, an employee of the vendor reviews the images and discards those "violations" that are statutorily allowable: i.e., funeral procession, emergency vehicles, snow plows, etc. The remaining "violations" are forwarded electronically to the Des Plaines Police Department, where a sworn officer reviews each violation individually. The direction given to the officer and the criteria used by the officer in determining whether or not a violation occurred is quite simple: "If the officer had witnessed the violation in-person, would he or she have issued a citation?" If the officer affirms the violation, the affirmed file is sent back to the vendor for the issuance of a notice of violation. Once a violation is received by the registered owner of the offending vehicle, the registered owner can view the video of the alleged violation via the internet, and then exercise one of three options:

1. They may pay the fine specified on the notice of violation;
2. They may contest the violation by mail, or
3. They may contest in person.

Contesting by mail causes the video to be reviewed by the hearing officer in the local adjudication court, and then making a determination as to whether or not a violation occurred (finding of liability). Contesting in person means that the owner of the vehicle is requesting a court date with the local hearing officer.

Crash History and Analysis:

Statistical Analysis: The following statistical analysis was performed through 2018. Calendar year 2019 and 2020 were not included as the Illinois Department of Transportation (IDOT) has not yet completed collecting all data. The statistical analysis will be updated annually, as collected data becomes available from IDOT.

Table 1 below includes crash data obtained from the Illinois Department of Transportation, detailing angle, turning, rear-end, and other type crashes occurring at the intersection pre/post RLR Photo Enforcement System installation.

All Intersection Approaches

Table 1

Year	Rear-End		Angle		Turning		Other		Total
2007	14	58.3%	1	4.2%	6	25.0%	3	12.5%	24
2008	15	75.0%	1	5.0%	4	20.0%	0	0.0%	20
2009	9	81.8%	0	0.0%	2	18.2%	0	0.0%	11
Total:	38	69.1%	2	3.6%	12	21.8%	3	5.4%	55
2007-2009 Avg:	12.7		0.7		4.0		1.0		18.3
RLR Camera Installation: 10/27/2010									
2010	10	76.9%	0	0.0%	3	23.1%	0	0.0%	13
2011	7	50.0%	0	0.0%	7	50.0%	0	0.0%	14
2012	4	80.0%	0	0.0%	1	20.0%	0	0.0%	5
2013	12	60.0%	0	0.0%	8	40.0%	0	0.0%	20
2014	7	58.3%	1	8.3%	4	33.3%	0	0.0%	12
2015	6	42.8%	0	0.0%	6	42.8%	2	14.3%	14
2016	5	41.7%	2	16.7%	4	33.3%	1	8.3%	12
2017	6	42.8%	0	0.0%	6	42.8%	2	14.3%	14
2018	5	55.6%	0	0.0%	3	33.3%	1	11.1%	9
Total:	52	52.0%	3	3.0%	39	39.0%	6	6.0%	100
2011-2018 Avg:	6.5		0.4		4.9		0.7		12.5

A comparison of annual traffic crash averages shows the total number of crashes decreasing by 32% at the intersection since installation of the RLR system in 2010.

Citation Analysis: **Table 2** below shows the historical percentage of citations approved by the vendor versus those approved by the reviewing police officer between 2014 and 2020.

Table 2:

Year	Total Citations Captured	Total Approved by RSS	Total Approved by DPPD	% Approved	% Approved by DPPP Verses RSS
Golf & Rand					
2014-2020					
2014	143,324	15,382	9,012	11%	59%
2015	108,845	20,616	9,966	19%	48%
2016	98,734	18,623	10,152	19%	55%
2017	91,643	18,338	10,735	20%	59%
2018	16,754	7,827	6,159	47%	79%
2019	16,776	8,181	6,005	49%	73%
2020	16,903	7,432	6,217	44%	84%
Totals:	492,979	96,399	58,246	20%	60%

As you will note in Table 2 above, approximately 60% of the citations forwarded to the City from the vendor are approved by the reviewing police officer. In terms of total violations approved from the overall number captured, approximately 20% are submitted as violations. Also of note, the annual number of violations decreased by 46% after the no turn on red signs were installed in 2017.

Table 3 below includes a seven year historical overview of the amount of violations that were contested by mail and the final outcomes after the administrative hearing process.

Table 3: Citations Contested by Mail (CBM)

	CBM Liable	CBM Not Liable
2014	566	157
2015	490	146
2016	328	210
2017	346	225
2018	209	33
2019	115	33
2020	128	31
TOTALS:	2,182	835

Analysis: Over the seven year history reviewed, there were a total of 58,246 citations approved by DPPD staff, 2,182 were contested by mail, and 835 were found not liable. From a percentage perspective, only 4% of the total citations approved by DPPD were contested, and only 1.4% were found not liable.

Financial Analysis (7 Years)

Table 4 below includes a 7 year historical summary of the fines collected from the (RLR) system.

Table 4: Seven Year Financial History

Year	Services Fees, Camera Lease & Maintenance	Total Revenue by City
2014	\$310,390.21	\$613,432.80
2015	\$330,172.77	\$673,662.00
2016	\$332,574.84	\$695,409.35
2017	\$348,462.32	\$673,097.16
2018	\$224,398.43	\$478,859.23
2019	\$210,810.37	\$405,014.41
2020	\$219,585.39	\$353,727.54
TOTALS:	\$1,976,394.33	\$3,893,202.49

Analysis: Over the last seven years, RedSpeed received 34% of the total fines collected and the City received 66% of the total fines collected. Also of note, since the no turn on red signage was installed in 2017, the fine amount received by the City has also declined.

System Maintenance and function analysis: Staff made contact with MEADE, the City’s vendor who manages the traffic signal, and Redspeed to inquire if there had been any operational, maintenance, or other functional concerns in the last year with the traffic signal or the red light camera system. Both reported that there were no maintenance issues in the last 12 months with both the traffic signal and the Red Light Camera system.

Average Daily Traffic Count:

Data was obtained from the Illinois Department of Transportation’s website

IL Rte. 58 (Golf Rd.) at US Rte. 12 (Rand Rd.) (Northbound)

- 21,300 (2009)
- 20,100 (2011)
- 22,500 (2013)
- 30,600 (2017)

IL Rte. 58 (Golf Rd.) at US Rte. 12 (Rand Rd.) (Southbound)

- 23,600 (2009)
- 20,600 (2011)
- 19,000 (2013)
- 19,000 (2015)
- 24,300 (2017)

IL Rte. 58 (Golf Rd.) at US Rte. 12 (Rand Rd.) (Eastbound/Westbound)

- 28,300 (2009)
- 23,700 (2011)
- 26,000 (2013)
- 25,600 (2015)
- 23,500 (2017)

Recommendation: This information is being provided for discussion purposes only.



FINANCE DEPARTMENT

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

MEMORANDUM

Date: January 20, 2021

To: Michael G. Bartholomew, City Manager

From: Dorothy Wisniewski, Asst. City Manager/Director of Finance

Subject: Interlocal Agreement - Des Plaines History Center

A handwritten signature in blue ink, appearing to be 'D.W.', is located to the right of the 'To:' and 'From:' lines.

Issue: For the City Council to approve the Interlocal Agreement between the City of Des Plaines and the Des Plaines History Center, as well as authorize subsidy funding in the budgeted amount of \$50,000 for the 2021 fiscal year.

Analysis: During the 2021 Budget deliberations the Des Plaines History Center requested a \$50,000 subsidy from the City for the administration of the History Center programs as well as special events. The additional funding will be used for expanded programs, events, and outreach to help make historical and educational resources more accessible to the public.

The Des Plaines History Center is a 501(c)(3), nonprofit organization that operates through the work of paid staff and volunteers, under the guidance and supervision of a Board of Trustees. The History Center serves in many ways as a community center, is open to the public, and provides programs, exhibits, and access to research in historical archival collections.

As historical background, the funding approved in the prior years is as follows:

Year	Amount Approved
2015	\$40,000
2016	\$40,000
2017	\$50,000
2018	\$50,000
2019	\$50,000
2020	\$50,000
2021 Budget	\$50,000

Recommendation: I recommend that the City Council approve the Interlocal Agreement between the Des Plaines History Center and the City as well as authorize subsidy funding in the budgeted amount of \$50,000 for the 2021 fiscal year.

Attachments:

Attachment 1: Resolution R - 32 - 21
 Exhibit A: Interlocal Agreement

CITY OF DES PLAINES

RESOLUTION R - 32 - 21

A RESOLUTION APPROVING AN AGREEMENT WITH THE DES PLAINES HISTORY CENTER FOR THE PROVISION OF FUNDING FOR SERVICES.

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

WHEREAS, the City desires to provide certain funding to the Des Plaines History Center ("*History Center*") to provide program services, exhibits, and access to historical archival collections to residents of the City (collectively, the "*Services*"); and

WHEREAS, the City appropriated \$50,000 for use by the History Center to provide the Services during the 2021 fiscal year; and

WHEREAS, it is in the best interest of the City to authorize the City Manager to execute, and City Clerk to attest, an Interlocal Agreement between the City and the History Center ("*Agreement*"), under which Agreement the City will provide \$50,000 to the History Center for the Services;

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 recitals set forth above are incorporated here by reference.

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

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

SECTION 4: PAYMENT AUTHORIZATION. The City Council hereby authorizes the Director of Finance to issue payment, after execution of the final Agreement by the History Center and the City, to the History Center in the amount of \$50,000.

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 _____, 2021.

APPROVED this ____ day of _____, 2021.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Historical Society Agreement Funding 2021

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF DES PLAINES AND THE
DES PLAINES HISTORY CENTER FOR THE FUNDING OF PROGRAMS**

THIS AGREEMENT, entered into between the City of Des Plaines (hereinafter “City”) and the Des Plaines History Center (hereinafter “History Center”), provides as follows:

WHEREAS, this Agreement is entered into pursuant to the Intergovernmental Cooperation provisions of Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*; and

WHEREAS, the City desires to provide funding to the History Center for the provision of programs ("Programs"), and the History Center desires to receive such funding from the City to provide the Programs;

WHEREAS, the City and the History Center, in an effort to more effectively and efficiently administer the Programs, desire to enter into this agreement;

NOW THEREFORE, the City and the History Center hereby agree as follows:

1. The recitals as set forth above are incorporated into the body of this Agreement as if fully set forth herein.
2. During fiscal year 2021, the City shall provide \$50,000 to the History Center for the provision of the Programs. At the conclusion of the fiscal year, the History Center shall provide an accounting of the funds expended on the Programs.
3. The History Center shall provide the City with periodic reports regarding the Programs at the City’s request, but in no case shall the reports be made on less than an annual basis. Such reports shall include the number of Des Plaines residents served by the Programs. The History Center shall, at a time and date mutually agreed, make an annual presentation to the City regarding the Programs.
4. The History Center will acknowledge the City’s funding support in publicity efforts, and promotional materials, both paper and electronic, as reasonably identified by the City and the History Center.
5. This Agreement shall be controlled by the law of the State of Illinois, and the venue for any disputes that arise hereunder shall be in the Circuit Court of Cook County Illinois, Second Municipal District.
6. This Agreement shall be binding upon the parties, their successors, and/or assigns, and may not be terminated or restricted except in accordance with the provisions of this Agreement and by a writing executed by both parties.
7. Nothing in this Agreement shall purport to terminate, restrict, extend, or otherwise modify commitments previously agreed to by separate agreement between the parties.

8. This Agreement may be terminated by either party by written notice to the other party dated at least 90 days prior to the effective date of termination.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and by executing this Agreement, the parties do hereby affirmatively state that they have been given full authority by their respective governing bodies to execute this Agreement.

CITY OF DES PLAINES

DES PLAINES HISTORY CENTER

By: _____
Its: City Manager

By: _____
Its: _____

Date: _____

Date: _____

ATTEST:

ATTEST:

Its: City Clerk

Its: _____

DP-History Center Agreement 2021